



**Irvine Unified School District  
CONTRACT REVIEW FORM**

**ALL Contracts MUST be approved by IUSD Board of Education.**

**ORIGINATOR:** Submit this **signed** form along with required documents to Maria Ragas in Business Services or to [ITContracts@iusd.org](mailto:ITContracts@iusd.org) for IT contracts for review *at least 6 weeks prior* to scheduled Board meetings.

Upon Board approval, originals will be filed, Originators notified via email, and copies will be uploaded to J:\SHARE\CONTRACTS\2022-23.  
If this is a new technology or software purchase please contact [HelpDesk@iusd.org](mailto:HelpDesk@iusd.org) to see if additional support is required.

Originator to Complete:

<b>Company Name:</b>	Typing Agent, LLC		
<b>Contact Name:</b>	Niki	<b>Email:</b>	sales@typingagent.com
<b>Address:</b>	PO Box 1248		
<b>City:</b>	Snohomish	<b>State:</b>	WA
<b>Phone No.:</b>	425-880-2500	<b>Zip:</b>	98291-1248
		<b>SS or Tax ID No. :</b>	

**Description of Services & Objective(s) to be Accomplished:**

Typing Agent is a digital tool for students to access grade differentiated and adaptive keyboarding curriculum, pinpointed to each student's individual proficiency level. Engaging activities are presented in lessons, games, and assessments. Consultant and IUSD have a previously established CSDPA through 10/31/2024.

<b>Is this Contract Associated with a Field Trip:</b>	<b>Yes:</b>	<b>No:</b>	X
<b>If yes, and Board approval is required per Board Policy 6153, provide Board approval date:</b>			

<b>Term/Date(s):</b>	11/01/2024	<b>to</b>	10/31/2026
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<b>Fee/Cost (not to exceed):</b>	\$ 35,700.00	<b>Budget Category No.:</b>	01-00952110-5831
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**Select One Budget Category:**

<input type="checkbox"/>	Community Facilities District – CFD _____	<input type="checkbox"/>	Capital Facilities Fund – Fund 25	<input type="checkbox"/>	Self-Insurance Fund – Fund 67
<input type="checkbox"/>	County School Facilities Fund – Fund 35	X	Restricted General Fund – Fund 01	<input type="checkbox"/>	Off-Setting Fee Income
<input type="checkbox"/>	Building Fund – Fund 21	<input type="checkbox"/>	Unrestricted General - Fund 01	<input type="checkbox"/>	Other:

Submitted by/Originator: Harmony Briscoe Ext: x 65147

Department/Site: Information Technology; EdTech Submittal Date: 03/15/2024

Tammy Blakely

Budget Administrator Printed Name

Budget Administrator Signature

Contracts Staff to Complete:

<b>Required Documents</b>					
X	Contract Review Form	X	Agreement	X	Certificate of Liability Insurance
X		X		X	W-9 Form
<b>Other Documents (if required)</b>					
X	Data Privacy Agreement (Digital Provider/User Log-In Required)			Insurance Waiver	

<b>New Agreement:</b>	X	<b>Renewal/Extension:</b>		<b>Vendor No.:</b>	
<b>IUSD Template - Unmodified:</b>	X	<b>IUSD Template - Modified:</b>		<b>Other/Custom Agreement:</b>	
<b>DPA Term/Date(s):</b>	3/28/24	<b>to</b>	3/27/29		

**District Approval**

<b>Ready for Board Approval:</b>	<input checked="" type="checkbox"/>	<b>Documents Complete:</b>	<input checked="" type="checkbox"/>
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Alex Hupke  
Approver's Name & Signature

Asst. Superintendent, Business Services

May 7, 2024  
Board Approval Date



**Irvine Unified School District**  
**CONTRACT REVIEW FORM – Ed Services Addendum**

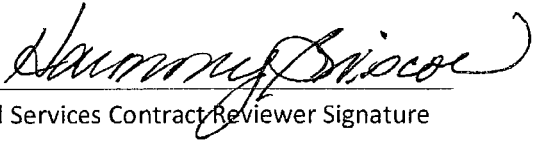
**ORIGINATOR:** This backside document is an Ed Services internal extension to the Districts Contract Review Form to facilitate the routing and approval process. This addendum should be completed by IUSD staff submitting the Contract Review Form (CRF). Please retain a copy of your completed document along with the final board approved fully executed contract.

**REQUIRED:** Please obtain the final signatures below before requesting the Budget Administrator Signature on the front side of this CRF.

**Approval Signatures Required:**

Harmony Briscoe \_\_\_\_\_

Ed Services Contract Reviewer Printed Name

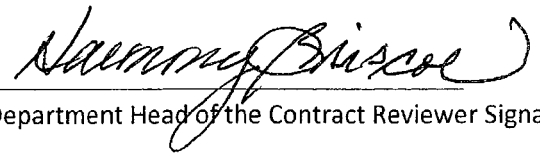


Ed Services Contract Reviewer Signature

*\*Ed Services Contract Reviewer has reviewed/read the complete contract document and verifies it matches agreed terms.*

Harmony Briscoe \_\_\_\_\_

Department Head of the Contract Reviewer Printed Name



Department Head of the Contract Reviewer Signature

<b>Does your product include a digital resource?</b>	<b>Yes:</b>	X	<b>No:</b>	
<i>Please forward a copy of the completed CRF along with any product information and/or quote to <a href="mailto:itadmin@iusd.org">itadmin@iusd.org</a> if it includes a digital resource. The information will be directed to the appropriate IT department manager for review. Once you receive notification from IT, please print the IT manager's name and date below.</i>				

Harmony Briscoe \_\_\_\_\_

Information Technology Consult Printed Name

03/15/2024 \_\_\_\_\_

Date



Typing Agent, LLC  
(425) 880-2500  
PO BOX 1248  
Snohomish, WA 98291-1248

## QUOTE / ESTIMATE

Prepared For	Estimate Date	Estimate Number
Harmony Briscoe	01/31/2024	52230663
IRVINE UNIFIED		
5050 Barranca Pky		
Irvine, CA 92604-4652		

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Description	Rate	Qty	Line Total
Typing Agent 10000-24,999 Students	\$0.85	21000	\$17,850.00
Typing Agent Year 2	\$0.85	21000	\$17,850.00
		Subtotal	35,700.00
		Tax	0.00
		Estimate Total (USD)	\$35,700.00

### Notes

Unlimited access for 21,000 students to use until October 31st, 2025.  
Account ID: 88379, Domain: iusd

### Terms

This Typing Agent quote is valid until August 1, 2024, unless otherwise advised. To make adjustments to your quote, email us at [sales@typingagent.com](mailto:sales@typingagent.com).

Typing Agent customers can accept this quote and request an invoice or bill in one of three ways:

- Write the words, "I Accept" to the email with the quote attached.
- Email [sales@typingagent.com](mailto:sales@typingagent.com) or fax requesting invoice. (Please attach the quote.)
- Email [sales@typingagent.com](mailto:sales@typingagent.com) or fax your Purchase Order or PO number along with the quote.

We will get an invoice to you within 48 hours.

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby dated this 1<sup>st</sup> day of November 2024 (the “Effective Date”) between the Irvine Unified School District, hereinafter referred to as “District,” and Typing Agent LLC, with an address at PO Box 1248, Snohomish, WA 98291, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide tool for schools to manage their keyboarding needs, and provide student licenses to an engaging typing tutor with a large selection of games, lessons, and tests, hereinafter referred to as “Services”.

2. Term. Contractor shall commence providing Services under this Agreement on November 1, 2024 and will diligently perform as required and complete performance by October 31, 2026.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Five Thousand Seven Hundred Dollars (\$35,700.00). District shall pay Contractor within thirty (30) days of receipt of Contractor’s invoice detailing the services rendered.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of Contractor’s employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at Contractor’s own expense, all labor,

materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

10. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence, unless waived/reduced by the District.

(b) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived/reduced by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage.

(c) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

(d) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the District.

(e) Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the Contractor.

10.2 No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1 Fingerprinting. Education Code section 45125.1 requires that employees of



a contractor under contract with a school district shall ensure that such employees who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Contractor and/or Contractor's employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Contractor shall certify in writing Contractor's compliance with Education Code section 45125.1 to the Governing Board of the District. Contractor's certification shall be signed by Contractor under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

The Services and scope of work defined in this Agreement  
will  (Contractor **must complete Exhibit A** prior to rendering Services.)  
will not  (Exhibit A is not applicable.)  
require the Contractor to submit to fingerprinting.

Contractor's Signature:  \_\_\_\_\_

District Administrator's Signature: \_\_\_\_\_

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous



understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
Attn: Asst. Superintendent, Business Services

CONTRACTOR:  
Typing Agent LLC  
PO Box 1248  
Snohomish, WA 98291  
Attn: Marie Imbault

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one (1) instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall

constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By:   
Name: John Fogarty  
Title: Asst. Superintendent, Business Services  
(a Board Authorized IUSD rep. will sign for IUSD)  
District Board Approved: *MH 7, 2024*

By:   
Name: Gia Deleveaux  
Title: Operations Director  
Taxpayer Identification No.: 45-1451495

**EXHIBIT A**

*If required, Services shall not begin until Individual / Contractor returns this Certification.*

**NOTICE TO INDIVIDUALS / CONTRACTORS**  
**REGARDING VALID CRIMINAL RECORDS SUMMARY**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that anyone who has a contract with a local education agency (school district) shall ensure that any individual / employee who interacts with students outside of the immediate supervision and control of the student’s parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the individual’s / employee’s fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual / employee whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The local education agency shall not permit an individual nor shall the contractor permit its employees to come in contact with any student until the DOJ has ascertained that the individual / employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The individual / contractor shall certify in writing to the governing board of the school district that he/she or its employees who may come in contact with any student has not been convicted of a violent or serious felony.**



**CERTIFICATION BY INDIVIDUAL / CONTRACTOR**

Check one: Individual  Contractor

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_, am the \_\_\_\_\_, of \_\_\_\_\_  
Name of Individual Title Name of Contractor, if applicable  
and I am authorized to execute this Certification on behalf of myself or the Contractor.

1. I have carefully read and understand the Notice to Individuals / Contractors Regarding a Valid Criminal Records Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, I / Contractor’s employees will or may have contact with students of the District outside of the immediate supervision and control of the student’s parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of myself / my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.
  
4. I, nor any of the employees who will be providing services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of Contractor, if applicable

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone Number

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**CA-NDPA Standard**

Version 1.0 (10.22.20)

Irvine Unified School District

and

Typing Agent, LLC

March 28, 2024

This Student Data Privacy Agreement ("DPA") is entered into on **March 28, 2024** the ("**Effective Date**") and is entered into by and between: **Irvine Unified School District**, located at

**5050 Barranca Parkway, Irvine, CA 92604**

(the "**Local Education Agency**" or "**LEA**") and **Typing Agent, LLC**, located at

**PO Box 1248 Snohomish, WA 98291**

(the "**Provider**").

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

**2. Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for five (5) years. Exhibit E will expire five (5) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett Title: Supervisor: Purchasing

Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022 Email: ITContracts@iusd.org

The designated representative for the Provider for this DPA is:

Name: Gia Deleveaux Title: Operations Director

Address: PO Box 1248 Snohomish, WA 98291

Phone: (425) 880-2500 Email: support@typingagent.com

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA:** Irvine Unified School District

By:  \_\_\_\_\_ Date: May 8, 2024

Printed Name: John Fogarty Title/Position: Asst Supt Business Serv

IUSD Board Approved 5/7/2024

**PROVIDER:** Typing Agent, LLC

By:  \_\_\_\_\_ Date: March 28, 2024

Printed Name: Gia Deleveaux Title/Position: Operations Director



## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities {"Requesting Party(jes)"} contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31(a)(f)}, LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.
8. **Artificial Intelligence**. In the event Provider employs Artificial Intelligence to help perform the Services contemplated by the Agreement. As between LEA or Student and Provider, LEA or Student reserve ownership of, and Provider has no rights to, reproduce and/or otherwise use the Confidential Information (including, but not limited to, Student Data, staff data, and confidential LEA documents and information) provided to it in any manner for purposes of training artificial intelligence technologies, or to generate content, including without limitation, technologies that are capable of generating works in the same style or genre as the Confidential Information, unless Provider first obtains LEA's specific and express written permission to do so. Nor does Provider have the right to sublicense others to reproduce and/or otherwise use the Confidential Information in any manner for purposes of training artificial intelligence technologies to generate content without the specific and express written permission of the LEA. Data shared by the LEA with Provider may not be accessed by Other Users of the System (Users of the solution not included in LEA's licensing agreement), unless access has been specifically approved in writing by the LEA.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
  
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
  
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
  
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**, be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### **ARTICLE VII: MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
  
6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
  
7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
  
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
  
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## EXHIBIT "A"

### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.

IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT (RESOURCE) HERE]

Typing Agent is one program that has many curriculums all designed to help students learn how to type and become great digital citizens. For example:

#### Keyboarding:

Set your students up for success with our adaptive keyboarding curriculum. We deliver a curriculum that is flexible and adjusts to meet the needs of each student. We take keyboarding to the next level by having students use their Notepads to type extended works. (This prepares them for writing longer texts required for digital exams.)

#### Coding:

Students learn to type code with our basic and advanced coding lessons. Typing is the focus as students learn to type the exact characters needed when programming.

#### Digital Citizenship:

This area prepares students to be discerning digital citizens and use the internet well. Complete with a guide, your teachers are ready to help your students navigate the web with ease and not fall into its many gimmicks. With the use of Super Hero themed videos, interactive quizzes, and real-world scenarios, we encourage students to think then behave appropriately when they are online.

#### Type Your Own Adventure

Students get to apply their keyboarding and digital citizenship skills to solve a mystery. By acting appropriately in this adventure, students get to help the protagonists complete their quest quickly. If they select inappropriate responses, their quest takes many unexpected twists and turns.

#### Reports

Administrators and teachers have access to numerous reports that give overall or individualized data for schools, classrooms, or students. Both formative and summative assessments are available. The reports are flexible so that administrators and teachers may construct their own reports by selecting exactly what they want to see, should they not see what they need in our regular reports.



**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System	
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>	
	Other application technology meta data- Please specify:	<input type="checkbox"/>	
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>	
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	
	Other demographic information-Please specify:	<input type="checkbox"/>	
Enrollment	Student school enrollment	<input type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>	
Parent/Guardian Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
Parent/Guardian ID	Parent ID number (created to link parents to students)		
Parent / Guardian Name	First and/or Last		
Schedule	Student scheduled courses		
	Teacher names		
Special Indicator	English language learner information		
	Low income status		
	Medical alerts/ health data		
	Student disability information		<input type="checkbox"/>
	Specialized education services (IEP or 504)		<input type="checkbox"/>
	Living situations (homeless/foster care)		<input type="checkbox"/>
Student Contact Information	Address		<input type="checkbox"/>
	Email		<input type="checkbox"/>
	Phone		<input type="checkbox"/>
Student Identifiers	Local (School district) ID number		<input type="checkbox"/>
	State ID number		<input type="checkbox"/>
	Provider/App assigned student ID number		<input type="checkbox"/>
	Student app username		<input type="checkbox"/>
	Student app passwords		<input type="checkbox"/>
Student Name	First and/or Last		<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires		<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.		<input type="checkbox"/>
	Other student work data -Please specify:		<input type="checkbox"/>
Transcript	Student course grades		<input type="checkbox"/>
	Student course data		<input type="checkbox"/>
	Student course grades/ performance scores		<input type="checkbox"/>

Category of Data	Elements	Check if Used By Your System
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data - Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .	<input type="checkbox"/>

**EXHIBIT "C:"**  
**DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all Personally Identifiable Information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** A local education agency who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract and/or Terms of Service and/or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider

pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

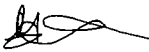
By

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

  
\_\_\_\_\_  
Authorized Representative of Company

**March 28, 2024**

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Irvine Unified School District

("Originating LEA") which is dated March 28, 2024, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or five (5) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

\_\_\_\_\_  
PROVIDER: Typing Agent, LLC

BY:  Date: March 28, 2024

Printed Name: Gia Deleveaux Title/Position: Operations Director

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VI, SECTION 5. \*\***

LEA: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_



**EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology - Security techniques - Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on March 28, 2024 (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Irvine Unified School District  
, located at (  
5050 Barranca Parkway, Irvine, CA 92604  
the "**Local Education Agency**" or "**LEA**") and

Typing Agent, LLC

, located at PO Box 1248 Snohomish, WA 98291  
(the "**Provider**").



All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

**Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

**Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.~~

[SIGNATURES BELOW]


IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Irvine Unified School District

By:  \_\_\_\_\_ Date: MAY 8, 2024

Printed Name: John Fogarty Title/Position: Asst Supt Business Services  
IUSD Board Approved 5/7/2024

PROVIDER: Typing Agent, LLC

By:  \_\_\_\_\_ Date: March 28, 2024

Printed Name: Gia Deleveaux Title/Position: Operations Director



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph **H. Other Insurance** of **Section II – Common Policy Conditions** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESSOWNERS ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

#### **POLICY CHANGES**

The **Businessowners Coverage Form** is amended as follows:

#### **SECTION I – PROPERTY**

##### **A. Coverage**

###### **1. Covered Property**

Subparagraph **a.(6)(b)** is replaced by the following:

**(b)** Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

If the insured premises is a condominium association, condominium unit-owner, or townhouse association, the 1,000 feet limitation stated in the paragraph above also applies to those premises. This supercedes the 100 feet limitation found in any endorsement.

Subparagraph **b.** is replaced by the following:

**b.** Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

- (1)** Property you own that is used in your business;
- (2)** Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph **E.5.d.(3)(b)**;
- (3)** Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a)** Made a part of the building or structure you occupy but do not own; and
  - (b)** You acquire or made at your expense but cannot legally remove;
- (4)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
- (5)** Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

If the insured premises is a condominium association, condominium unit-owner, or townhouse association, the 1,000 feet limitation stated in the first paragraph of subparagraph **A.1.b.** above also applies to those premises. This supercedes the 100 feet limitation found in any endorsement.

###### **4. Limitations**

Subparagraph **d.** is added as follows:

**d.** For loss or damage from water that backs up from a sewer, drain or sump, the most we will pay is \$2,500 per occurrence.

- (1)** We will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
- (2)** Coverage does not apply to loss or damage resulting from an insured's failure to:
  - (i)** Keep a sump pump or its related equipment in proper working condition; or
  - (ii)** Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (3)** A per occurrence deductible of \$500 will apply.

**5. Additional Coverages**

Subparagraphs a.(4) and (5) are replaced by the following:

**a. Debris Removal**

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit Of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit Of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

**(5) Examples**

**Example #1**

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	50,000
Amount of Loss Payable	\$	49,500
		(\$50,000 - \$500)
Debris Removal Expense	\$	10,000
Debris Removal Expense Payable	\$	10,000
		(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit Of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example #2**

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	80,000
Amount of Loss Payable	\$	79,500
		(\$80,000 - \$500)
Debris Removal Expense	\$	45,000
Debris Removal Expense Payable		
Basic Amount	\$	10,500
Additional Amount	\$	25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit Of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$45,000) exceeds 25% of the loss payable plus the deductible (\$45,000 is 56.25% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$45,000 = \$124,500) would exceed the Limit Of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$35,500; \$9,500 of the debris removal expense is not covered.



Subparagraph **b.** is replaced by the following:

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause Of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 45 days after the property is first moved.

Subparagraph **c.** is replaced by the following:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause Of Loss, we will pay up to \$5,000 unless a different limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Require by local ordinance.

Subparagraph **h.** is replaced by the following:

**h. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause Of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause Of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$15,000 for the sum of all such expenses arising out of Covered Causes Of Loss occurring during each separate 12 month period of this policy.

Subparagraph **k.(4)** is replaced by the following:

**k. Forgery Or Alteration**

- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit Of Insurance is shown in the Declarations.  
A per occurrence deductible of \$500 will apply to this Additional Coverage.

Subparagraph **l.(6)** is replaced by the following:

**l. Increased Cost Of Construction**

- (6) The most we will pay under this Additional Coverage, for each described building insured under **Section I – Property**, is \$25,000. If a damaged building(s) is covered under a blanket Limit Of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$25,000.

The amount payable under this Additional Coverage is additional insurance.

Subparagraph **s.** is added as follows:

**s. Lock Replacement**

- (1) We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- (2) The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- (3) A per occurrence deductible of \$100 will apply to this Additional Coverage.

Subparagraph **t.** is added as follows:

**t. Reward Payment**

- (1) We will reimburse you for rewards paid as follows:
  - (a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss of or damage to Covered Property from a Covered Cause Of Loss. However, we will pay no more than the lesser of the following amounts:
    - (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
    - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.
  - (b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
    - (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
    - (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.
- (2) This Additional Coverage applies subject to the following conditions:
  - (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
    - (i) You or any family member;
    - (ii) Your employee or any of his or her family members;
    - (iii) An employee of a law enforcement agency;
    - (iv) An employee of a business engaged in property protection;
    - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
    - (vi) Any person involved in the crime.
  - (b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
  - (c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.
- (3) A per occurrence deductible of \$500 will apply to this Additional Coverage.

Subparagraph **u.** is added as follows:

**u. Fine Arts**

- (1) We will pay for direct loss of or damage to Fine Arts, whether owned by:
  - (a) You; or
  - (b) Others, and in your care, custody or control.
- (2) Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
- (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$5,000, but not more than \$1,000 for any one Fine Arts item. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.
- (4) The value of fine arts will be the least of the following amounts:
  - (a) The actual cash value of that property at the time of loss;
  - (b) The cost of reasonably restoring that property to its condition immediately before loss; or
  - (c) The cost of replacing that property with substantially identical property.
- (5) In the event of loss, the value of property will be determined as of the time of loss.
- (6) The breakage limitation under Paragraph **A.4.b.** does not apply to this Additional Coverage.

- (7) The following are added to Paragraph **E. Property Loss Conditions** under **Section I – Property**:
- (a) In case of loss to any part of a pair or set we will:
    - (i) Repair or replace any part to restore the pair or set to its value before the loss; or
    - (ii) Pay the difference between the value of the pair or set before and after the loss.
  - (b) You must arrange for fine arts to be packed and unpacked by competent packers.
- (8) A per occurrence deductible of \$500 will apply to this Additional Coverage.

**6. Coverage Extensions**

Introduction to Section **A.6.** is replaced by the following:

In addition to the Limits of Insurance **Section I – Property**, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, unless a higher Limit Of Insurance is shown in the Declarations.

**a. Newly Acquired Or Construction Property**

Subparagraph **a.(3)(b)** is replaced by the following:

**(3) Period Of Coverage**

- (b) 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

Subparagraph **b.** is replaced by the following:

**b. Personal Property Off Premises**

You may extend the insurance provided by this policy to apply to your Covered Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for this loss or damage under this Extension is \$15,000.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph **c.** is replaced by the following:

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than “stock” of trees, shrubs or plants), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$5,000. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph **d.** is replaced by the following:

**d. Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or “members”, your “managers” or your employees. This Extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$5,000 per person and \$15,000 at each described premises.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph e.(3) is replaced by the following:

**e. Valuable Papers And Records**

- (3) The most we will pay under this Coverage Extension for loss or damage to “valuable papers and records” in any one occurrence at the described premises is \$25,000, unless a higher Limit Of Insurance for “valuable papers and records” at the described premises is shown in the Declarations.

The most we will pay under this Coverage Extension for loss or damage to “valuable papers and records” in any one occurrence not at the described premises is \$5,000, unless a higher Limit Of Insurance for “valuable papers and records” not at the described premises is shown in the Declarations.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph f.(2) is replaced by the following:

**f. Accounts Receivable**

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit Of Insurance for accounts receivable at the described premises is shown in the Declarations.

The most we will pay under this Coverage Extension for loss or damage in any one occurrence not at the described premises is \$5,000, unless a higher Limit Of Insurance for accounts receivable not at the described premises is shown in the Declarations.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph g. is added as follows:

**g. Outdoor Signs**

- (1) We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
- (a) Owned by you; or
  - (b) Owned by others but in your care, custody or control.
- (2) Paragraph A.3., Covered Causes Of Loss, and Paragraph B., Exclusions in Section I – Property, do not apply to this Coverage Extension, except for:
- (a) Paragraph B.1.c., Governmental Action;
  - (b) Paragraph B.1.d., Nuclear Hazard; and;
  - (c) Paragraph B.1.f., War And Military Action.
- (3) We will not pay for loss or damage caused by or resulting from:
- (a) Wear and tear;
  - (b) Hidden or latent defect;
  - (c) Rust;
  - (d) Corrosion; or
  - (e) Mechanical breakdown.
- (4) The most we will pay for loss or damage in any one occurrence is \$5,000.
- (5) The provisions of this Coverage Extension supersede all other references to outdoor signs in this policy, except for the Outdoor Signs Optional Coverage.

Subparagraph h. is added as follows:

**h. Money And Securities**

- (1) We will pay for loss of “money” and “securities” used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
- (a) Theft, meaning any act of stealing;
  - (b) Disappearance; or
  - (c) Destruction.
- (2) In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:
- (a) Resulting from accounting or arithmetical errors or omissions;
  - (b) Due to the giving or surrendering of property in any exchange or purchase; or
  - (c) Of property contained in any “money”-operated device unless the amount of “money” deposited in it is recorded by a continuous recording instrument in the device.

- (3) The most we will pay for loss in any one occurrence is:
  - (a) \$5,000 Inside the Premises for "money" and "securities" while:
    - (i) In or on the described premises; or
    - (ii) Within a bank or savings institution;
  - (b) \$2,000 for Outside the Premises for "money" and "securities" while anywhere else.
- (4) All loss:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of related acts;
 

is considered one occurrence.
- (5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- (6) We will determine the value of "money" and "securities" as follows:
  - (a) "Money" at its face value; and
  - (b) "Securities" at their value at the close of business on the day the loss is discovered.

Subparagraph i. is added as follows:

**i. Employee Dishonesty**

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - (a) Cause you to sustain loss or damage; and also
  - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (i) Any employee; or
    - (ii) Any other person or organization.
- (2) We will not pay for loss or damage:
  - (a) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
  - (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph (1)), "managers" or directors:
    - (i) Whether acting alone or in collusion with other persons; or
    - (ii) While performing services for you or otherwise.
  - (c) The only proof of which as to its existence or amount is:
    - (i) An inventory computation; or
    - (ii) A profit and loss computation.
- (3) The most we will pay for loss or damage in any one occurrence is \$10,000.
- (4) All loss or damage:
  - (a) Caused by one or more persons; or
  - (b) Involving a single act or series of acts;
 

is considered one occurrence.
- (5) If any loss is covered:
  - (a) Partly by this insurance; and
  - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance. We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit Of Insurance cumulates from year to year or period to period.

- (6) This Coverage Extension is cancelled as to any employee immediately upon discovery by:
- (a) You; or
  - (b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
    - of any dishonest act committed by that employee before or after being hired by you.
- (7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- (8) If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Coverage Extension, provided:
- (a) This Coverage Extension became effective at the time of cancellation or termination of the prior insurance; and
  - (b) The loss or damage would have been covered by this Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit Of Insurance applying to this Coverage Extension and is limited to the lesser of the amount recoverable under:
- (a) This Coverage Extension as of its effective date; or
  - (b) The prior insurance had it remained in effect.
- (10) With respect to the Employee Dishonesty Coverage Extension in Subparagraph i., employee means:
- (a) Any natural person:
    - (i) While in your service or for 30 days after termination of service;
    - (ii) Who you compensate directly by salary, wages or commissions; and
    - (iii) Who you have the right to direct and control while performing services for you;
  - (b) Any natural person who is furnished temporarily to you:
    - (i) To substitute for a permanent employee as defined in Paragraph (a) above, who is on leave; or
    - (ii) To meet seasonal or short-term work load conditions;
  - (c) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (b) above;
  - (d) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
  - (e) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.
- But employee does not mean:
- (a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (b) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.
- (11) We will determine the value of "money" and "securities" as follows:
- (a) "Money" at its face value; and
  - (b) "Securities" at their value at the close of business on the day the loss is discovered.

Subparagraph j. is added as follows:

**j. Utility Services**

You may extend the insurance provided under this policy to pay for loss or damage to covered property that results from the failure of power, communication, water or other utility service supplied to the described premises. The power failure must 1) result from a Covered Cause Of Loss, 2) the failure must occur away from the described premises. This Extension does not apply to loss of income or extra expense. Section **B. Exclusions, Item 1.e.** Power Failure does not apply to this Extension.

The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence.

A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph **k.** is added as follows:

**k. Appurtenant Buildings And Structures**

- (1) When a Limit Of Insurance is shown in the Declarations for Building at the described premises, you may extend that insurance to apply to direct physical loss of or damage to incidental appurtenant buildings or structures caused by or resulting from a Covered Cause Of Loss.
- (2) Incidental appurtenant buildings or structures include:
  - (a) Storage buildings;
  - (b) Carports;
  - (c) Garages;
  - (d) Pump houses; or
  - (e) Above ground tanks;which have not been specifically described in the Declarations.
- (3) The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combination of loss of or damage to Appurtenant Buildings and Structures is \$5,000 regardless of the number of described premises involved.
- (4) Payments made under this Coverage Extension are in addition to the applicable Limits Of Insurance.
- (5) A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph **l.** is added as follows:

**l. Laptop Computers – Worldwide Coverage**

- (1) We will pay for direct physical loss or damage to laptop, palmtop, and similar portable computer equipment and accessories including while in transit, if such a loss or damage results directly from a Covered Cause Of Loss.

However, we will not pay under this Coverage Extension for any loss or damage caused by, resulting from, or arising out of the theft of any property while it is in transit as checked baggage.
- (2) The most we will pay under this Coverage Extension for the sum of all loss or damage resulting from any one occurrence is \$1,500, with a \$5,000 annual aggregate.
- (3) With respect to this Coverage Extension only, item **F.4.b.** is deleted and replaced as follows:
  - b.** The coverage territory is anywhere in the world.
- (4) A per occurrence deductible of \$500 will apply to this Coverage Extension.

Subparagraph **m.** is added as follows:

**m. Inventory And Appraisals**

You may extend the insurance provided by this policy to cover your expenses to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this policy.

The most we will pay for loss or damage under this Extension is \$5,000 for any one loss to covered property caused by a Covered Cause Of Loss.

**B. Exclusions**

Subparagraph **1.a.**, **Ordinance Or Law**, is replaced by the following exclusion:

**a. Ordinance Or Law**

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, **Ordinance Or Law**, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

But if loss or damage is solely a result of one or more Covered Causes Of Loss, we will pay for your compliance with such ordinance or law, subject to all other provisions of this policy, including those listed below, as follows:

- a. In the event of a partial loss, if the building is insured under subparagraph **E.5.d.(1)**, we will pay for your compliance but only with respect to the damaged portion of the building.
- b. In the event of a total loss or a constructive total loss, we will pay for your compliance with respect to the entire building.
- c. We will not pay under this provision for:
  - (1) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (2) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- d. Any valuation provision (including Replacement Cost) or loss payment condition which excludes the increased cost attributable to an ordinance or law is hereby revised to include such cost to the extent that coverage is provided above in this item, **B**. But in no event will we pay more than the applicable Limit Of Insurance.

Subparagraph **1.g.(3)** with respect to water that backs up or overflows from a sewer, drain or sump is deleted.

#### **D. Deductibles**

Paragraph **D.1.** is replaced by the following:

- 1. With respect to coverage provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible for the applicable coverage stated in this endorsement. If a deductible is not stated in this endorsement, the Deductible shown in the Declarations applies. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of this endorsement. When a loss is subject to both the Deductible shown in the Declarations and deductible(s) shown in this endorsement, the Deductible in the Declaration will be reduced by any deductible applicable under this endorsement but in no event shall the sum of all deductibles under this endorsement exceed the Deductible shown in the Declarations.

### **SECTION II – LIABILITY**

#### **A. Coverage**

##### **1. Business Liability**

##### **f. Coverage Extensions – Supplementary Payments**

Subparagraphs **(b)** and **(d)** are replaced by the following:

- (b)** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **B. Exclusions**

##### **1. Applicable To Business Liability Coverage**

Subparagraph **g.(2)** is replaced by the following:

##### **g. Aircraft, Auto Or Watercraft**

**(2)** A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

This subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.



Subparagraph **k.** is replaced by the following:

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit Of Insurance applies to Damage To Premises Rented To You as described in Paragraph **D. Liability And Medical Expenses Limit Of Insurance in Section II – Liability.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **4.b. of D. Liability And Medical Expenses Limits Of Insurance**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

**p. Personal And Advertising Injury**

Subparagraphs (2) and (3) are replaced by the following:

- (2) Arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

The last paragraph of item **B. 1. Exclusions** is replaced as follows:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **Section II – Liability** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance in Section II – Liability.**

**C. Who Is An Insured**

Paragraph **2.a.(1)** is replaced by the following:

**BP MU 0002 06 22**

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above;
  - (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal or advertising injury" to any co-"employee" or your other "volunteer workers" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

Paragraph 2.e. is added as follows:

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

Paragraph 3. is added as follows:

**3. Newly Acquired Organizations**

Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Paragraph A.1. **Business Liability** does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

Paragraph 4. is added as follows:

**4. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

- a. Under **Section II – Liability, C. Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Does not apply to any "occurrence" which takes place after the equipment lease expires.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

"Bodily injury" or "property damage" arising out of:

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions, or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

- c. With respect to the insurance afforded to these additional insureds, the following is added to **Section II – Liability, D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

Paragraph 5. is added as follows:

**5. Blanket Additional Insured – Managers Or Lessors Of Premises**

- a. Under **Section II – Liability, C. Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following is added to **Section II – Liability, D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**E. Liability And Medical Expense General Conditions**

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

Subparagraph **e.** is added as follows:

- e.** You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1)** You, if you are in individual;
  - (2)** A partner, if you are a partnership;
  - (3)** An executive officer or insurance manager, if you are a corporation; or
  - (4)** A member or manager, if you are a limited liability company.

**F. Liability And Medical Expense Definitions**

Paragraph **14.d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

**SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

**K. Transfer Of Rights Of Recovery Against Others To Us**

The following paragraph is added to item **2.**:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Form. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Typing Agent LLC</b>	
2 Business name/disregarded entity name, if different from above <b>Typing Agent/Yeti Adademy/Yeti Learning</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 1248</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Snohomish, WA 98291</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
4 5 - 1 4 5 1 4 9 5	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>C Waddell</i>	Date ▶ <i>01/01/2024</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*