

**CALIFORNIA STUDENT DATA PRIVACY  
AGREEMENT Version 2.0 (September 26, 2018)**

**School District/Local Education Agency:**

**Irvine Unified School District**

**AND**

**Provider:**

**Renaissance Learning, Inc.**

**Date:**

**August 1, 2020**

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the Irvine Unified School District

(hereinafter referred to as “LEA”) and  
(hereinafter referred to as “Provider”) on  
the terms as stated herein.

Renaissance Learning, Inc.  
August 1, 2020 . The Parties agree to

### RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated August 1, 2020 (“Service Agreement”); and

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

**WHEREAS**, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

### 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 transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See Exhibit A

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **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 term used in the Service Agreement.

## 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 Agreement 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 LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), 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 data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected 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 state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - 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.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
  - i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable State and in federal law 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.

- e. 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 copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. 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 PRIVACY 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 this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

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

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is



provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the LEA for this Agreement is:

Name: Michelle Bennett  
Title: Contracts Specialist

Contact Information:  
5050 Barranca Pkwy, Irvine, CA 92604  
MichelleBennett@iusd.org  
949-936-5022

The designated representative for the Provider for this Agreement is:

Name: Scott Johnson  
Title: Director of Information Security

Contact Information:  
2911 Peach Street, PO Box 8036  
Wisconsin Rapids, WI 54495-8036  
800-338-4204 / privacy@renaissance.com

**b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Scott Johnson  
Title: Director of Information Security

Contact Information:  
Scott Johnson  
Wisconsin Rapids, WI 54495-8036  
800-338-4204 / contracts@renaissance.com

6. **Entire Agreement**. This DPA constitutes 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

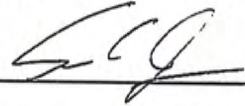
either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **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.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **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.

*[Signature Page Follows]*

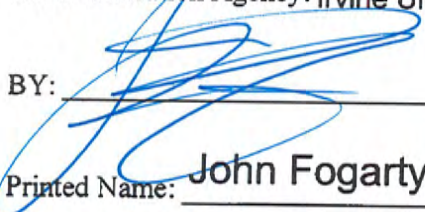
**IN WITNESS WHEREOF**, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Renaissance Learning, Inc.

BY:  Date: 3/13/2020

Printed Name: Scott Johnson Title/Position: Director of Information Security

Local Education Agency: Irvine Unified School District

BY:  Date: June 24, 2020

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

USD Board Approved 6/23/2020

*Note: Electronic signature not permitted.*

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

**[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]**

**2020-21 renewal of Renaissance Accelerated Reader, Star Math and Star Reading software subscriptions; subscriptions begin August 1, 2020 and ren through July 31, 2021.**

**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if used by your system</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	Required
	Other application technology meta data- Please specify: <small>Access date/time -Referring URLs -Page views -Browser type -Device type and operating system</small>	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	Required
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

<b>Conduct</b>	<b>Conduct or behavioral data</b>	
Demographics	Date of Birth	Required
	Place of Birth	
	Gender	Optional
	Ethnicity or race	Optional
	Language information (native, preferred or primary language spoken by student)	Optional
Enrollment	Other demographic information- Please specify:	
	Student school enrollment	Required
	Student grade level	Required
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	Optional as a characteristic
	Year of graduation	
Other enrollment information- Please specify:		
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	Required for optional parent account
Parent/ Guardian Name	First and/or Last	Required for optional parent account
Schedule	Student scheduled courses	Required for courses using programs
	Teacher names	required for courses using programs
Special Indicator	English language learner information	Optional
	Low income status	Optional
	Medical alerts /health data	
	Student disability information	Optional
	Specialized education services (IEP or 504)	Optional
	Living situations (homeless/ foster care)	Optional
	Other indicator information- Please specify:	Optional
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	Optional

	number	
	State ID number	Optional
	Provider/App assigned student ID number	Required, autogenerated unless local ID is entered by customer
	Student app username	Required, see above response
	Student app passwords	Required
Student Name	First and/or Last	Required
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	Required
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc. Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time \_\_\_\_\_.  
 \*Provider shall immediately notify LEA if this  
 designation is no longer applicable.

OTHER: Use this box, if more space needed.

## **EXHIBIT “C”**

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**Educational Records:** Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

**NIST:** Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

**Operator:** The term “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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.



**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**SOPIPA:** Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal 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.

**SDPC (The Student Data Privacy Consortium):** Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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

**Subprocessor:** For the purposes of this Agreement, 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 software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**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 pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**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 and which is dated August 1, 2020 to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Renaissance Learning, Inc.

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

Date: 3/13/2020

Printed Name: Scott Johnson

Title/Position: Director of Information Security

**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.

Subscribing LEA:

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

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

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

Title/Position: \_\_\_\_\_

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: Scott Johnson

Title: Director of Information Security

Email Address: contracts@renaissance.com

**EXHIBIT "F" DATA SECURITY REQUIREMENTS**

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

# RENAISSANCE®

## Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License are applicable to any Quote (as defined herein) to provide access to the Applications, Hosting Services and Services identified therein and to Licensee's use of the Applications, the Hosting Services and Services. Each Quote shall be deemed to be part of this Agreement and subject to the terms and conditions set forth herein.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them as set forth in Exhibit A.
2. **License to Applications and Hosting Services**
  - 2.1 **Grant of License.** Subject to Licensee's compliance with the terms and conditions of the Agreement, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and to use the Applications and Content provided therein in accordance with Section 2.3 below (the "License").
  - 2.2 **Hosting Services.** Renaissance shall provide Licensee with remote access to the Applications via the Internet (the "Hosting Services") for the Licensed Sites. The Applications will be housed at a Renaissance chosen facility, and will operate on servers determined by Renaissance, which may include servers owned by or leased by Renaissance.
  - 2.3 **Authorized Use.**
    - a. **Renaissance Application.** The following requirements apply to Renaissance Applications only:
      - i. **Student Capacity.** The number of unique students permitted to use the Renaissance Applications (excluding Renaissance-U) at any Licensed Site is limited to the Student Capacity set forth in the Quote. Circumventing the Student Capacity by any means is a material breach of the Agreement and may result in immediate termination of the Agreement by Renaissance. Student Capacity is allocated when a unique Licensee student first logs in and performs any activity or when any activity is first assigned to such student. Student Capacity may not be used interchangeably across students and any unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. If a unique student no longer attends school at the License Site, Licensee may dis-enroll that unique student as an Authorized User of the Renaissance Application under Product Administration in the Renaissance Application and use that seat for a new unique student at the Licensed Site. Additional Student Capacity may be purchased through the Renaissance Applications or by contacting Renaissance and placing an order for the desired incremental, additional capacity amount, increasing the Student Capacity for that unique Quote. Any incremental, additional Student Capacity purchased shall be subject to these Terms of Services and License. Licensee can view allocated Student Capacity and which students are using the allocated Student Capacity under Product Administration in the Renaissance Applications.
      - ii. **Location.** Except as set forth in this Section 2.3(b)(ii) or approved in advance by Renaissance, in writing, the Renaissance Applications can only be accessed and used by Authorized Users at the Licensed Site. Licensee shall not make the Renaissance Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section 2.3(b)(ii), the following is permitted for an Authorized User subject to the terms and conditions contained in the Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Renaissance Applications via the Internet is permitted from outside a Licensed Site; (ii) Homebound Student access to the student portion of the Renaissance Applications via Internet is permitted for up to 60 days during the Subscription Period from such Homebound Student's home using a computer owned or leased by Licensee or such Homebound Student; (iii) student and parent access to the Home Connect feature of the Renaissance Applications via Internet is permitted from such student or parent's home using a computer owned or leased by Licensee, such student or parent; (iv) access to the Renaissance Applications by Authorized Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program authorized by Licensee through such public library (v) access to Accelerated Reader or Accelerated Reader 360 by Authorized Users in connection with a

summer reading program authorized by Licensee and (vi) with respect to a Licensee that is an International School, access to the Renaissance Applications by its Authorized Users outside the Licensed Site subject to the conditions set forth in Exhibit B. Licensee shall not make any portion of the Renaissance Applications accessible to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Renaissance Applications.

- b. myON Applications. The myON Applications can only be accessed and used by Authorized Users, provided that Authorized Users that are parents shall only access and use the myON Applications to review reports.
- c. Access. Renaissance shall provide Licensee access to the Applications by the date identified in the Quote. Access rights granted to Licensee shall be limited to those access rights necessary to use of the intended functionality of the Applications. Renaissance reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

#### 2.4 Account Set Up.

- a. Renaissance shall create an administrator account to enable Licensee's administrator access the Applications and provide Licensee with the identification number, password, encryption key, or other access codes to access the administrator account (the "Admin Login Information").
- b. Renaissance shall assist Licensee with loading the Licensee Data and creating user names and passwords for each Authorized User to use the Applications (the "Onboarding Services"). To the extent Licensee has purchased any Data Integration Services as identified in the Quote, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and integrate the API provided by Renaissance with Licensee's Student Information System to enable the Applications to obtain and update Licensee Data in the Applications. Any use of the Applications through the Admin Login Information or any other accounts created by Licensee (collectively, the "Login Information") will be considered use by the Licensee. Licensee agrees not to sell, transfer, or assign its Login Information or allow others to use it except Authorized Users. Licensee agrees to immediately notify Renaissance of any unauthorized use of its Login Information or any other breach of

security or confidentiality thereof, and in such event Renaissance shall have the right, without limitation of any other rights under the Agreement, at law or in equity, to terminate the Agreement and/or take any steps necessary to prevent the unauthorized use.

#### 2.5 Reserved.

2.6 Service Level. Renaissance shall use reasonable commercial efforts to ensure that the Hosting Services are Operational during at least 99% of each calendar month of the Subscription Period. "Operational" means functioning so as to allow normal operation for the intended purpose of the Applications for Authorized Users to access the Applications hosted on the Hosting Services. The inability of the Licensee to access the Hosting Services due to its own hardware or software issues or internet connectivity issues is not sufficient to constitute the services non-operational. Notwithstanding the foregoing, the service level does not apply to (i) maintenance as described in Section 2.8 and (ii) any application or service provided by a third party, including, without limitation, Third Party Services, does not include availability impacted by scheduled maintenance or planned updates and is subject to Licensee complying with the system requirements set forth at <https://www.renaissance.com/system-requirements/>.

2.7 Third Party Services. The Applications and Hosting Services may operate using third party applications and services obtained separately by Licensee ("Third Party Services"). Renaissance is not responsible for the operation or functionality of such Third Party Services. While Renaissance may configure its Applications and Hosting Services to operate with Third Party Services, Renaissance cannot and does not guarantee that such Third Party Services will operate correctly or that the Third Party Services will be available during the entire Subscription Period and Renaissance does not endorse the Third Party Services.

2.8 Maintenance. Renaissance reserves the right to update the Applications and Hosting Services and provide maintenance releases related to the Applications and Hosting Services. All updates and maintenance releases that are deployed shall be deemed subject to all applicable terms and conditions in the Agreement. Licensee does not have any right hereunder to receive any new versions of the Applications that Renaissance may, in its sole discretion, release from time to time.

2.9 Technological Changes. As technology advances it becomes necessary for software application providers to discontinue support for older operating systems and third-party applications. It is the responsibility of Licensee to keep its computers, networks, operating systems, and third-party applications up-to-date and functional. For the avoidance of doubt, this includes Licensee being responsible for any hardware or software upgrades required to operate Applications and/or revisions thereto.

3. Professional Services
  - 3.1 Professional Services. If identified in the Quote, Renaissance will provide the Professional Services identified therein in accordance with terms and conditions set forth in the Agreement including those terms and conditions set forth in Exhibit C attached hereto.
  - 3.2 Quality of Services. Renaissance agrees to perform the Professional Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized in the educational software applications industry, and shall be responsible for the professional quality and completeness of all Professional Services furnished hereunder.
  - 3.3 Deliverables. Renaissance shall own all right, title and interest in and to all Deliverables and any other work product, regardless of medium, created in the performance of Professional Services hereunder; provided, however, that Licensee is granted a non-transferable, non-sublicensable, non-exclusive, limited license to use the Deliverables for Licensee's internal, authorized purposes for the duration of the term of the Subscription Period.
  - 3.4 Reschedule Professional Services. For those Professional Services that require Renaissance to be present at Licensee's facility or any other facility chosen by Licensee, if Licensee reschedules the date for provision of such Professional Services, Licensee shall pay Renaissance a one-time fee equal to \$200 to the extent Renaissance had already booked its travel arrangements.
  - 3.5 Cancellation of Professional Services. Notwithstanding the termination provisions of this Agreement and subject to this Section 3.5, the Parties agree that Licensee only has the right to cancel any particular Professional Service without terminating the Agreement in its entirety by providing Renaissance with written notice prior to Renaissance rendering such Professional Service and no later than the first anniversary of the date identified in the Quote for such Professional Service. If Licensee exercises its right to cancel a Professional Service for which Renaissance has already booked travel, Licensee shall pay Renaissance a one-time cancellation fee of \$750. To the extent the Licensee does not schedule the Professional Services it purchases as identified in the Quote on or prior to the first anniversary of the date identified in the Quote for such Professional Service, Licensee shall have no right to cancel the Professional Service and will have no right to seek a refund from Renaissance.
  - 3.6 Subcontractors. Renaissance may employ third parties to assist with the performance of Professional Services; however, Renaissance is solely responsible for ensuring that any third party performing Professional Services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. Renaissance shall pay all fees, wages, salaries, and other amounts due any third party in connection with Renaissance's performance of its obligations under the Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.
4. Fees. Licensee shall pay Renaissance the fees in the amounts specified in the Quote (the "Fees"). Upon Licensee's acceptance of the Quote, Licensee shall submit to Renaissance the fully executed Quote and its purchase order and Renaissance shall issue Licensee an invoice for the Fees. Licensee shall pay the Fees within 30 days of Renaissance's invoice. Any amounts owed by the Licensee under this Agreement that are not paid when due (and not subject to a good faith dispute), shall bear interest, from the time the payment was due until the time paid, at a rate of 1% per month compounded monthly, or if lower, the highest rate allowed by law. Notwithstanding any language to the contrary contained therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation shall be incorporated into or form any part of this Agreement and all such terms and conditions shall be null and void. Failure to pay the Fees in accordance with the Agreement shall constitute a material breach by Licensee.
5. Term; Termination; Effect of Termination
  - 5.1 Term. The Agreement shall be effective as the date of set forth in the Quote and continue until the end of the Subscription Period (the "Term").
  - 5.2 Termination.
    - a. Termination for Convenience. Licensee may terminate the Agreement within 30 days of the start date of the Subscription Period by providing Renaissance with written notice.
    - b. Termination for Breach. Either party may terminate the Agreement by written notice if the other party fails to cure any material breach within 30 days of receipt of written notice.
    - c. Termination for Bankruptcy. Either party may terminate the Agreement immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.
- 5.3 Effect of Expiration or Termination; Survival.
  - a. Access. Upon expiration or termination of the Agreement for any reason, Licensee access to the Applications, Hosting Services and Services will be discontinued upon the effective date of expiration or



termination. Licensee agrees to, and direct its Authorized Users to, cease access of the Applications, Hosting Services and Services and will remove, and direct its Authorized Users to remove, any Applications components installed on any computers. Licensee shall also return or destroy all materials provided by Renaissance under the Agreement, including any Content, within 30 days of termination or expiration of the Agreement

b. Refunds.

- i. If Licensee terminates the Agreement pursuant to Section 5.2(a), (1) Licensee shall be entitled to a refund on all Fees except for any Fees for Professional Services provided prior to the notice of termination and (2) if Renaissance had already booked travel to provide on-site Professional Services prior to the notification of termination, Licensee shall pay Renaissance a cancellation fee equal to \$750.
- ii. If Licensee terminates the Agreement pursuant to Section 5.2(b) or (c), Licensee shall be entitled to a refund equal to a prorated amount of the Fees from the date of termination through the end of the Subscription Period.

If the Agreement terminates for any other reason, Licensee shall not be entitled to any refund.

- c. Survival. Those provisions that naturally survive termination or expiration of the Agreement shall survive such termination or expiration, including, but not limited to, Sections 5.3, 6-10 and Section 12.

6. Intellectual Property Rights; Ownership

- 6.1 No Transfer of Ownership. Licensee acknowledges that all Intellectual Property Rights in Renaissance's Marks, the Applications, the Hosting Services, Services and Content as well as any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications thereto whether made by Renaissance or any third party, are owned and retained by Renaissance and the relevant licensors of any embedded Third Party Services. By virtue of the Agreement, no ownership of any Intellectual Rights relating to the Applications, Content, Hosting Services, Services, Renaissance's Marks or other information or material provided by Renaissance to Licensee is assigned or transferred to Licensee and such Intellectual Property Rights are protected by U.S. and international copyright and other intellectual property laws.
- 6.2 No Implied Grants. Except as explicitly granted under the Agreement, no other right, license, release, covenant not to sue or other rights or immunities, express or implied, by estoppels or otherwise are granted to any part of the Applications, Content, Hosting Services, Services or Renaissance's Marks.

- 6.3 Licensee Data. Licensee shall exclusively own all right, title and interest in and to all Licensee Data. Licensee hereby grants to Renaissance a non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store Licensee Data for use in connection with the Applications, Hosting Services and Professional Services for the duration of the Agreement for Renaissance to carry out its rights and obligations hereunder. Licensee hereby further grants to Renaissance an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store any Licensee Data that does not constitute Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries for any lawful purpose consistent with this Agreement and the Privacy Policy. Licensee covenants that it is responsible for any data, including Licensee Data, submitted via the Applications and to the Hosting Services, including the accuracy, quality, integrity, legality, reliability, and appropriateness of such Licensee Data. Other than as set forth in this Section, Renaissance shall acquire no rights in any Licensee Data. Licensee represents and warrants that it has the right to provide Renaissance with the Licensee Data for the purposes described in the Agreement.

- 6.4 Renaissance Data. Renaissance aggregates or anonymizes certain data and information (including Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries) that it collects regarding use of the Applications, Content and Hosting Services related to the operation of the Applications and Hosting Services ("Renaissance Data") that is not subject to this policy. Renaissance Data is not reidentified or sold to any third parties, but to the extent permitted by law, Renaissance shall be allowed to utilize, reproduce, adapt, combine with other data, edit, re-format, generate, store, and/or disclose any and all Renaissance Data for any lawful purpose consistent with this Agreement and the Privacy Policy.

- 6.5 Feedback. Licensee (a) shall provide Renaissance with information concerning errors, problems, complaints and other matters related to the Applications, Content and the Services and (b) may provide Licensee's feedback and/or suggestions for improvements to the Applications, Content and Services (collectively, "Feedback"). Licensee acknowledges and agrees that (a) Licensee shall not retain, acquire or assert any Intellectual Property Right or other right, title or interest in or to the Feedback; (b) Renaissance may have development ideas similar to the Feedback; (c) Feedback does not contain Confidential Information or proprietary information of Licensee or any third party; and (d) Renaissance is not under any obligation of confidentiality with respect to the Feedback. In view of

the foregoing, Licensee grants Renaissance and its Affiliates an exclusive, transferable, irrevocable, free-of-charge, sublicensable and perpetual right to use Feedback in any manner and for any purpose.

7. Confidential Information. Except as expressly and unambiguously allowed herein, each party agrees that it will hold in confidence and not use or disclose any Confidential Information received from the other party except to the receiving party's employees, affiliates, consultants and advisors who need access to the Confidential Information for the receiving party to exercise its rights or carry out its obligations under the Agreement and who are legally bound to maintain the confidentiality of the Confidential Information. Each party further agrees to use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent disclosure and to protect the confidentiality of Confidential Information received from the other party. Upon discovery of any unauthorized disclosure of Confidential Information the receiving party shall use its good faith efforts to prevent any further disclosure or unauthorized use thereof. In case of discovery of unauthorized disclosure, the receiving party shall notify the disclosing party without any delay. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof, or certify in writing that all such copies and documents have been destroyed. The foregoing shall not prevent either party from disclosing Confidential Information which belongs to such party or which (i) is in or becomes part of the public domain through no act or omission of the receiving party, (ii) can be demonstrated by the receiving party as being known to the receiving party previously, (iii) is rightfully obtained by the receiving party from a third party, (iv) is independently developed by the receiving party without use of the other party's Confidential Information, or (v) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with prompt notice of such required disclosure and complies with any protective order imposed on such disclosure.

8. Data Protection.

8.1 Prohibited Data. Licensee hereby acknowledges that the Applications are intended for academic practice and assessment only and that the Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number, credit card data or any Special Categories of Data ("Prohibited Data").

Licensee agrees to not input any Prohibited Data into the Applications.

8.2 Data Protection Addendum. The additional provisions of the Data Protection Addendum located at <https://doc.renlearn.com/KMNet/R62068.pdf> are incorporated herein based on the location of the Authorized Users of Licensee.

9. Indemnification

9.1 Renaissance Indemnification. Subject to the limitations set forth in Section 9.2, Renaissance agrees to indemnify Licensee against any Actions by a third party alleging that the Applications or Hosting Services, as provided by Renaissance under this Agreement, infringe a United States copyright, trademark, or patent issued on or before the Effective Date, by paying the amounts Licensee is obligated to pay to the third party in accordance with a final judgement or settlement of the claims. Notwithstanding the foregoing in this Section 9.1, Renaissance shall have no liability and Renaissance's obligations under this Section 9.1 shall not apply if the claim, judgment or settlement is either partially or in whole based on (i) any software, service or other material provided by or on behalf of Licensee, (ii) any modification of the Applications or Hosting Services if such modification is not done by Renaissance or if such modification is done by Renaissance pursuant to Licensee's written instruction, (iii) Licensee continuing any allegedly infringing activity after being notified of any such allegedly infringing activity or after being informed of or provided with modifications that would have avoided the alleged infringement; (iv) any Third Party Services or (v) Licensee's use of the Applications or Hosting Services that is not strictly in accordance with the terms and condition of the Agreement. If the Applications or Hosting Services as provided by Renaissance are found, in a final non-appealable order or decision from a court of competent jurisdiction, to infringe the rights of a third party and as a result a final injunction is obtained against the Licensee's use of the Applications or Hosting Services, or if in Renaissance's opinion, actions are needed to avoid potential infringement, Renaissance may, at its expense and option: (i) procure for Licensee the continued right to the Applications or Hosting Services, (ii) replace or modify the Applications or Hosting Services in whole or in part, with substantially similar, functionally equivalent, non-infringing Applications or Hosting Services, or (iii) if Renaissance is unable to effect the foregoing despite its reasonable efforts, Renaissance may terminate the Agreement or request Licensee to discontinue use of the Applications or Hosting Services in whole or in part, subject to Licensee having a right to terminate the Agreement.

9.2 Licensee Indemnification. Licensee agrees to defend, indemnify, and hold harmless Renaissance, its Affiliates and their respective directors, officers, employees,

contractors and agents, from all Losses that result from any third party Action and amounts paid in settlement thereof alleging or relating to claims of Licensee's breach of the Agreement or any violation of the terms of use or any other agreement governing the use of the Applications, Hosting Services, Services or Content.

9.3 Indemnification Procedure. The indemnification obligations of the parties specified above are subject to the following conditions: the indemnified Party (a) promptly notifies the indemnifying party in writing of the claim, (b) provides exclusive control to indemnifying party to defend (including choosing its counsel) and settle the Action at the indemnifying Party's exclusive discretion, (c) agrees to cooperate (at indemnifying party's expense) in good faith with the indemnifying Party in the defense as the indemnifying party may reasonably request, and (d) shall not agree and/or acknowledge (i) any liability regarding the Applications or Hosting Services and (ii) the validity, enforceability or infringement of any intellectual property right asserted against the Applications or Hosting Services.

9.4 Sole Remedy. Notwithstanding anything to the contrary in the Agreement, the indemnity provided in this Section shall be the sole and exclusive remedy for Licensee regarding third party Intellectual Property Rights infringement claims.

## 10. Limitation of Liability and Disclaimer of Warranties

10.1 Disclaimer of Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS MAKE NO WARRANTY THAT THE APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT DEFECTS IN APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE CORRECTED; AND; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

### 10.2 Limitation of Liabilities

a. Direct Damages Only. To the maximum extent permitted by law, the liability of Renaissance shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive

damages (including, but not limited to, lost profits, lost data, lost revenue, lost savings and loss of goodwill).

b. Aggregate Liability. To the maximum extent permitted by law, in no event shall Renaissance's aggregate liability with respect to any matters whatsoever arising under or in connection with the Agreement exceed the lesser of (i) total fees paid by Licensee to Renaissance under the Agreement within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Agreement being aggregated to determine satisfaction of the limit.

c. Third Party Products and Services. Licensee understands that Renaissance is not responsible for and will have no liability for hardware, software or other items or any services provided by any persons other than Renaissance, including, without limitation, Third Party Services.

d. Professional Services. Any liability of Renaissance with respect to the Professional Services or Deliverables will be limited exclusively to correction of such Professional Services or such Deliverables or, if such correction is not possible or impractical, to refund of the pertinent Fees.

e. Economic Basis of Agreement. The parties acknowledge that the fees, the rights granted to each party and the allocation of the risk (as expressed in the indemnities and the limits of warranties, liabilities, damages and remedies) contained in the Agreement reflect the economic basis of the Agreement, in absence of which the Agreement would not have been made.

11. Force Majeure. In the event of an issue that causes either Party's delay or failure to perform its obligations under the Agreement due to acts of God and natural disasters (each, a "Force Majeure"), the affected Party will: (a) promptly give the other Party notice in writing of the Force Majeure; (b) use all reasonable efforts to mitigate the effects of the Force Majeure upon that Party's performance of its obligations under the Agreement; and (c) promptly resume performance of its obligations after the Force Majeure has passed. Provided a Party affected by a Force Majeure complies with the foregoing, delay or failure to perform its obligations under the Agreement shall not constitute a breach of the Agreement.

## 12. Miscellaneous

12.1 Entire Agreement. The Agreement and any and all Quotes and all exhibits and attachments attached hereto, constitutes the entire agreement between the parties and supersedes all previous and/or inconsistent

- agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of the Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.
- 12.2 Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of the severed provision.
- 12.3 Waiver. A failure of any party to exercise any right given to it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, shall not constitute a waiver of the first party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any party of a particular default by another party shall not be deemed a continuing waiver so as to impair the aggrieved party's rights in respect to any subsequent default of the same or a different nature.
- 12.4 Governing Law. If Licensee is a publicly funded, non-profit educational institution in the United States, the Agreement will be governed by the internal laws of the State in which Licensee is situated, without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in such State. In all other cases, the Agreement shall be governed by the laws of state of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in Wisconsin.
- 12.5 Dispute Resolution. If a dispute arises between the parties relating to the interpretation or performance of the Agreement, the parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.
- 12.6 Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States mail, postage prepaid, (c) via a recognized national delivery service, such as UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.
- 12.7 Captions. The captions that head certain Sections and paragraphs in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.
- 12.8 Assignment. The rights and obligations of either party under the Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Renaissance may assign the Agreement without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.
- 12.9 Relationship of the Parties. The parties are independent contractors and not joint venture partners or otherwise Affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.
- 12.10 Limitation of Action. Any action by Licensee in connection with the Agreement must be brought within two years after the cause of action arose or such longer period of time as required by applicable law.
- 12.11 Duplicates, Originals, Counterparts. The Agreement and any Quote may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- 12.12 Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the parties are valid. Each party may scan and electronically preserve the Agreement and all other documents related to the Agreement. All documents that have been scanned and stored by a party are treated as original documents for all purposes.
- 12.13 Export Law Assurances. Licensee may not use or otherwise export the Applications except as authorized by U.S. law. In particular, but without limitation, the Applications may not be exported (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Applications, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.
- 12.14 Representations. Each party represents and warrants that it has been duly authorized to enter into the Agreement for and on behalf of any person, company, or other entity identified herein.
- 12.15 Equitable Rights. Each party acknowledges that a breach by a party of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party

will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity,

without the necessity of posting bond. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

## EXHIBIT A

### Definitions

“Action” shall mean any third-party claim, suit, arbitration, action, or proceeding.

“Agreement” means the Quote, these Terms of Service and License, including any amendments and/or restatements expressly agreed upon by the parties.

“Applications” means the commercial software products being provided to Licensee under the Agreement and applicable Quote, including, in all cases, executable program modules thereof, as well as related documentation and computer readable media. The Applications are set forth in the Quote and shall include Application component of Renaissance-U to the extent identified in such Quote.

“Authorized User” means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student, provided that such student is one that is counted in Licensee’s Student Capacity.

“Confidential Information” means all business, technical, and financial information that one party (“receiving party”) obtains from the other party (“disclosing party”). Confidential Information of Renaissance includes, but is not limited to, trade secrets, technology, information pertaining to business operations and strategies, information pertaining to pricing and marketing, and any technical information relative to the setup and security of the Application or Hosting Service including, but not limited to, Hosting Service Internet addresses, Login Information, Internet URL’s, Virtual Private Network setup and encryption key information.

“Content” means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Applications or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

“Data Integration Services” means any commercial software products being provided to Licensee under the Agreement and applicable Quote that enables a Licensee to connect the Applications to Licensee’s student information system to enable automatic loading and updating of Licensee Data in the Applications.

“Deliverables” means any work product or materials to be developed or delivered by Renaissance in connection with providing the Services to Licensee.

“Homebound Student” means a student that is an Authorized User of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated to the extent required by a health care provider in the jurisdiction of the Licensed Site.

“Intellectual Property Rights” means all intangible assets including (a) patents (design, utility or otherwise), patent

disclosures, applications and inventions (whether ultimately deemed patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) all original expressions in any fixed medium, including registered and unregistered copyrights and copyrightable works (including Applications), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intangible assets related to any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“International School” means a school that promotes international education, in an international environment, by following a national or international curriculum different from that of the school’s country of residence.

“Licensed Site” means the physical location of a single school which has purchased Student Capacity for the Applications and identified in the Quote. Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license.

“Licensee” means the entity identified in the Quote.

“Licensee Data” means (a) any information or data that Licensee collects on individual Authorized Users, including, without limitation, personal information (e.g., an Authorized User’s name, age, gender, race, place of residence, and other directory information), enrollment information (e.g., the school a student attends, a student’s current grade level and years of attendance, the number of days a student was absent), academic information (e.g., the courses a student completed, the test scores and grades a students earned, the academic requirements a student has fulfilled, and education records), and various other forms of data collected and used by such Licensee; (b) any data or outputs, including, but not limited to assignments, assessment and quiz scores, generated from using the Applications (including data or outputs contain with reports generated by the Applications); (c) Authorized User sign-on information; and (d) any data inputs by individual Authorized Users of myON Applications, including but not limited to essays, reading journals, book reviews, book notes, etc.

“Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Marks” mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

**"Mobile Applications"** mean applications by which Licensee may have the ability to access some or all of the Applications on mobile devices.

**"myON Application"** means those Applications identified as a myON Application in the Quote.

**"Privacy Policies"** means the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/> which may be updated from time-to-time by Renaissance in its sole discretion.

**"Professional Services"** means those professional services identified in the Quote and further described in Exhibit B and any other professional, technical or support services that Renaissance provides to Licensee.

**"Quote"** means (a) a quote issued by Renaissance to Licensee to provide access to the Applications, Hosting Services and Services identified therein for the Subscription Period that is accepted by Licensee by executing the quote and submitting Licensee's purchase order (the "Initial Quote") and (b) a quote issued by Renaissance to Licensee to provide access to additional Applications, Hosting Services or Services within the Subscription Period of the Initial Quote that is accepted by Licensee by submitting Licensee's purchase order.

**"Renaissance"** means Renaissance Learning, Inc., a Wisconsin corporation.

**"Renaissance Application"** means those Applications identified as a Renaissance Application in the Quote.

**"Terms of Service and License"** means these Terms of Service and License and the Privacy Policies, as amended by the parties.

**"Services"** mean the Onboarding Services and Professional Services.

**"Student Capacity"** with respect to any Licensed Site, means the maximum number of Licensee students that are authorized to use the Renaissance Applications during the Subscription Period. Student Capacity for any Renaissance Application is identified in the Quote either under the Quantity column or separately as student subscriptions. Student Capacity may only be increased as described in section 2.3(a)(i) in these Terms of Service and License.

**"Subscription Period"** means the time period set forth in the Quote during which Licensee has access to the Applications unless the Agreement is terminated earlier in accordance with the Agreement, then the time period shall end as of the date of termination.

## EXHIBIT B

### International School Conditions to Use Renaissance Applications Outside of Licensed Site

- Licensee acknowledges and agrees that Renaissance will not provide any Licensee support to students or parents in connection with their use of the Renaissance Application outside the Licensed Site.
- Licensee must turn off its IP whitelist, which currently limits access to the Renaissance Application only to devices in Licensee's designated networks at Licensee's buildings. Licensee acknowledges and agrees that turning off its IP whitelist shall not change the relationship between Licensee and Renaissance and Renaissance will still be providing access to the Renaissance Application as a provider of Licensee.
- Renaissance does system maintenance and other updates to the Renaissance Application after hours to avoid impact on its licensees. Licensee acknowledges that if Licensee's students are attempting to use the Renaissance Application during this period, the system performance may slow down or may be temporarily unavailable and Renaissance disclaims any liability for the availability or lack thereof of the Renaissance Application.
- Any use of the Renaissance Applications not in accordance with the Agreement will immediately void Licensee's license to use the Renaissance Application.
- Licensee understand that one of the primary purposes for the restrictions in the Agreement is to minimize student cheating and to protect the Renaissance's Application's content from unauthorized access or distribution which would compromise the Renaissance Application and its contents. Licensee hereby releases Renaissance from any liability that may arise from or in connection with the security of the Renaissance Application, the inability to access or use the Renaissance Application and the results of use of the Renaissance Application, in all cases, where the Renaissance Application is used by Licensee's students outside of the Licensed Site. Licensee also agrees to promptly notify Renaissance upon becoming aware that any of the Renaissance Application's content has been compromised in any fashion, including, without limitation, posting or sharing answers by Licensee's students.



## EXHIBIT C

### Professional Services and Other Terms and Conditions

#### 1. Included Professional Services

The following Professional Services are provided without additional charge:

- a. **Renaissance Smart Start:** A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain Renaissance Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit Smart Start Content unlimited times through their Renaissance Home portal, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.
- b. **myON PD Portal:** A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain myON Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit the myON PD Portal unlimited times through their myON Applications, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.

#### 2. Additional Professional Services

The following Professional Services are available for an additional charge and if purchased by Licensee will be identified in the Quote:

- a. **Custom On-Site Seminars and Leadership Seminars:** Six-hours of professional development in the form of either one six-hour on-site seminar or two three-hour on-site seminars on the same day, each for up to 30 participants per seminar for hands on training.
- b. **Implementation Site Visits:** Six-hours of implementation support in the form of data reviews, classroom coaching, Q&A sessions, meeting with PLCs, and debrief with building leadership for small groups but no more than 30 participants.
- c. **Star Champions' Academy:** Three six-hour on-site seminars for up to 20 participants per seminar for hands on training. The 20 participants must be the same participants at each seminar. Licensee is required to purchase Renaissance-U for the Subscription Period.
- d. **Virtual Onsite Seminars:** 90-minute professional development virtual on-site seminar targeted at one specific topic, for up to 30 participants provided by Renaissance remotely. Licensee is responsible for providing an onsite facilitator who will work with Renaissance to plan the seminar in advance, test the technology, and co-facilitate during the seminar.
- e. **Seminars** are anticipated to be a two-way live video feed via webcam and/or 3-D Webcam technology; however, should these video technologies not be available or working effectively at the time of the seminar, it will not inhibit the delivery the seminar.
- e. **Webinars:** Webinar related to a specific topic, for up to 30 participants in 1 hour increments up to 3 hours. Webinars can be used for Q&A session as well if arranged in advance.
- f. **Implementation and Data Coaching Services:** Renaissance will provide Licensee a dedicated Renaissance coach to facilitate a tailored action plan, provide email and phone support to building leadership and seven 30-60 minute structured sessions for up to 30 participants for learning experiences, data conferences or questions-and-answers. Licensee is responsible for scheduling the coaching sessions and it is recommended that Licensee schedule such sessions evenly distributed throughout the Subscription Period. The content of the coaching session will focus on data, but the content can be tailored to the specific needs of the participants, to the extent that Licensee participates in a pre-planning meeting with Renaissance in advance of the coaching session. Renaissance shall provide these services remotely.
- g. **Renaissance-U:** An Application that provides professional development courses via on-demand, online tutorials and Implementation and Data Coaching Services. Licensee's administrators have a portal to monitor participant progress through the courses offered. If a Licensee has multiple Licensed Sites, it must purchase a license to access Renaissance-U for each Licensed Site. Licensee understands that as of August 2018, Renaissance-U will hosted on Teaching Channel's platform and agrees that use of Renaissance-U on the Teaching Channel Platform by Licensee and its Authorized Users is subject to Teaching Channel's Terms of Use and Privacy Policy located at <https://www.teachingchannel.org> (the "Teaching Channel Terms"). Licensee agrees that it and its Authorized Users will comply with the Teaching Channel Terms.
- h. **Smart Start Coaching:** Three initial training sessions with a Renaissance coach based on the Smart Start product training course content, and phone and email support for school leadership, to be used over the first three months of the Subscription Period.
- i. **Strategic Planning, Monitoring, and Reporting:** District-level service that begins with a planning session with the key Licensee stakeholders to establish the goals for the implementation of the

Applications and key performance indicators that will indicate progress toward those goals. A strategic plan will be delivered to Licensee, followed by three progress reports related to the goals and key performance indicators. Upon delivery of each of the progress reports Licensee may also participate in a 30-minute conversation with Renaissance to review progress and recommendations. A "plus" version of this service is also available that offers the Strategic Planning, Monitoring and Reporting Services and district-level Implementation and Data Coaching Services throughout the Subscription Term.

- j. **Project Management:** Project Management services are available for districts that need extra support managing the technical and logistical tasks associated with implementation of the Applications. Services are tailored to Licensee's needs, but typically include an in-person kick off meeting to develop the scope of the project and communication plan. The assigned project manager will serve as the Licensee's single point of contact, provide periodic updates, and oversee Renaissance delivery of the Professional Services purchased by the Licensee in accordance with the project plan.
- k. **Dedicated District Consultant ("DDC"):** A DDC is an individual embedded by Renaissance to assist in the implementation and provide Professional Services. The specific scope of the DDC's role will be defined in a subsequent statement of work between the Parties, but generally includes the DDC meeting with key district representatives to identify implementation expectations with specific goals and performance indicators. The DDC would then develop a tactic plan with a specific timeline indicating how Professional Services and implementation support services will be delivered throughout the Subscription Period.
- l. **Renaissance Results Package #1 (Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through two webinars for one-hour for up to 30 people and 6 remote facilitated data team meetings per Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.
- m. **Renaissance Results Package #2 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people and 6 remote facilitated data team meetings per participating Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.

- n. **Renaissance Results Package #3 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people, 4 on-site days for facilitated data team meetings for 40-60 minutes per Results Team for up to 6 people and 2 remote facilitated data team meetings delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.
- o. **Renaissance Advanced Certification:** Renaissance will certify Licensee's district personnel to provide ongoing professional development support to educators within the Licensee's district. Licensee's district personnel chosen to be certified (a "Certification Candidate") will be given individual access to Renaissance-U and must complete the course applicable to the certification topic (reading, assessment, or math) prior to attending the required two-day in person certification training (the "Certification Training Event"). The Certification Candidate must attend the Certification Training Event which will be held at various locations nationally (travel and expenses to attend are the responsibility of the Licensee and Certification Candidate), or alternately Renaissance can send a Renaissance consultant to Licensee to provide the Certification Training Event to the extent there are a minimum of 4 Certification Candidates on the same topic. Upon successful completion of the Certification Training Event, the Certification Candidates are deemed certified (a "Certified Licensee Personnel") that attended shall have rights to use all training materials found within Renaissance-U (to include projection of eLearning content in group professional development sessions and reproduction of PDFs) to conduct training session for educators within the Licensee's district and no other third parties. Certified Licensee Personnel shall not charge any fees for providing training. Certification is good for one year and includes registration for the Certified Licensee Personnel into the national certification Renaissance-U professional learning community and invitation to a quarterly webinar for all Renaissance Certified Licensee Personnel across the county. Certified Licensee Personnel that are active within the online community and attend all four quarterly webinars are eligible to renew their certification for up to two years. After the third year recertification is required. Certification is personal to the individual chosen by Licensee to be certified and does not transfer to any other person.

### 3. Other Terms and Conditions

- a. **On-Site Professional Services.** For any Professional Services that Renaissance will provide on-site, the following shall apply:
  - i. Licensee shall provide facilities for its participants.
  - ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant.
  - iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 4-6 weeks prior to the event.
  - iv. Because travel is booked 4-6 weeks in advance, additional fees may apply for late booking, and last-minute rescheduling or cancellation.
- b. **Remote Professional Services:** For any Professional Services that Renaissance will provide remotely, the following shall apply:
  - i. Licensee shall provide facilities for its participants.
  - ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant and a hard-wired broadband internet connection for the computer that is projecting the online presentation.
  - iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 3-5 business days prior to the event.
  - iv. Any materials sent electronically to support the session must be printed by Licensee for each participant.
- c. **Learning Environment:** Professional development sessions are designed to engage learners with hands-on experiences in the Applications, customization to group needs, and individualized support. Licensee assumes the responsibility for any diminished quality and/or satisfaction concerns if an appropriate learning setting is not provided by Licensee, including, without limitation, keeping to group size limits provided by Renaissance and providing facilities that meet technology and learning environment requirements.
- d. **Ownership:** All print and digital content provided as a part of the service is the sole property of Renaissance and is deemed Content under the Agreement. Recording or reproduction in any form is not permitted. Renaissance does not provide copies of any of the PowerPoint presentations presented during any seminar, webinar or any other presentation.
- e. **Learning Outcomes:** It is the responsibility of the Licensee to participate in a planning call with Renaissance a minimum of 3-5 business days for remote Professional Services and 4-6 weeks for onsite Professional Services, prior to the delivery of the Professional Services to determine the agreed upon learning outcomes. Renaissance will plan the delivery of the Professional Service to meet those pre-determined learning outcomes. At times the needs expressed by the participants of the Professional Services event do not exactly match the learning outcomes identified in the pre-planning meeting. Renaissance will use commercially reasonable efforts to address those needs as time allows, but Renaissance will first focus on fulfilling the learning outcomes agreed to during the pre-planning meeting.

# RENAISSANCE

## US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries (“**Renaissance**,” “**We**,” “**Us**,” “**Our**”) are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

### Definitions

Capitalized words have special meaning and are defined below.

“**Educators**,” “**You**,” “**Your**” means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

“**Authorized User(s)**” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

“**Products**” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“**Data Protection Legislation**” means the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and any other applicable state education privacy laws and regulations specific to Your Data.

“**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both “personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

“**De-identified Data**” is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

### Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.
- **Device Information:** We log information about You and/or Your Authorized User’s computing device when they use the Products including the device’s unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User’s computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users’ computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).

- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

## How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
  - aggregate reporting and analytics purposes
  - general research and the development of new technologies
  - improving educational products
  - developing and improving educational sites, services and products
  - where applicable, to support any of the uses above or any other legitimate business purpose

## How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.
- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

## Security

Your Data is stored on servers in the United States. The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

## Date Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.

# RENAISSANCE

**Contractual Customers:** When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

**Freckle Product Free-Version:** If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

## Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems. The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

## Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

## Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at [privacy@renaissance.com](mailto:privacy@renaissance.com). We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

## Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

## Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws

or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

## Contact Us

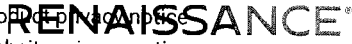
If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to [privacy@renaissance.com](mailto:privacy@renaissance.com) or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78<sup>th</sup> St, Suite 220, Bloomington, MN 55439.

Note to parents

Products

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# RENAISSANCE<sup>®</sup>

## Privacy Hub

Last updated: May 1, 2020



### Note to Parents of Students who use Renaissance's Products

Renaissance Learning, Inc. ("Renaissance") provides software products primarily to educational institutions. If your child's educational institution uses products such as Renaissance Accelerated Reader®, Renaissance Star 360®, myON®, myIGDIs®, Schoolzilla®, or Freckle®, please see our US Products Privacy Notice for more information regarding our privacy and security practices around student and educational data. Please note that the collection, input, use, retention, disposal, and disclosure of any private information in our software products is controlled solely by your child's educational institution. If you have questions regarding your child's educational record, please contact your child's educational institution for support. Renaissance will act upon the instructions of your child's educational institution with regards to parental inquiries about their child's student data. Renaissance cannot delete, change, or divulge any student records from our software products unless authorized by your student's educational institution.

If you are a parent or guardian serving students who reside in the State of California in connection with our direct to consumer products Freckle or myON – Home School Buyer's Club Edition please see our Privacy Notice for California Residents for more information regarding our privacy and security practices around student data.



### Products: Privacy Notices

For information on Renaissance practices with respect to our software products and the privacy of all student data, refer to the

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

Ok



Note to parents

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## All Renaissance Products

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# Website Privacy Notice

Effective date: 4/16/2020

Renaissance Learning, Inc. and its subsidiaries (collectively, "Renaissance") consider the privacy and security of visitors to our websites to be of paramount importance. We have developed this privacy notice to inform you about our collection, use, and disclosure of personally identifiable information and non-personal information we receive from users of renaissance.com, freckle.com, myigdis.com, schoolzilla.com or related Renaissance websites where this Privacy Notice appears, including users accessing such website through content provided via emails from Renaissance (collectively, the "Website"). This Website is intended for users from the United States. For visitors from the European Union, please use renlearn.co.uk, which is governed by a different privacy notice.

Unless otherwise defined in this Privacy Notice, terms used in this Privacy Notice have the same meanings as in our Terms of Use, accessible at renaissance.com/terms-of-use.

## Information Collected on this Website

When you access or use the Website, we may collect two types of information: (1) personally identifiable information; and (2) information that is not personally identifiable. Personally identifiable information includes information that identifies you personally, alone or in combination with other information available to us. Examples of personally identifiable information may include an individual's name, address, telephone number, email address, and school or district information.

As part of the standard operation of the Website, you may submit personally identifiable information. For example, when you create an account, you may provide personally identifiable information. In addition, should you attempt to communicate with Renaissance via the Website, email, phone, or response cards, you may provide us with personally identifiable information and we may keep your message, email address, contact information, and other personally identifiable information. At your option, you may provide additional personally identifiable information about yourself. When you visit the Website, however, you are not required to create an account with the Website or provide any personally identifiable information.

As part of the standard operation of the Website, we also collect non-personal information from you, including your browser type, operating system, IP address and the domain name from which you accessed the Website. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Website, the areas or pages of the Website that you visit, the amount of time you spend viewing the Website, the number of times you return to the Website, the referring web page, pages visited, location, your mobile carrier, device and application ID's and other click-stream data.

We use a variety of third-party service providers to help provide the Website and to help us understand the use of the Website. These third-party service providers may use cookies, web beacons or similar technologies to collect information sent by your browser as part


Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.


OK

Note to parents

Product and Service

Website privacy notice

GDPR | CCPA  with you regarding Renaissance or the Website;

Provide you with customized content and advertising for various products or services; 

Administer the Website, monitor its usage, and diagnose problems with it;

Remember you when you return to the Website, so that you don't have to re-submit information and preferences;

Contact you with information and promotional materials and offers from us as well as from our affiliates, partners and other third parties, if you have agreed to receive such communications;

Conduct research to improve our content and services; and

To protect the security or integrity of the Website and our business.

In addition to the examples above, Renaissance may use third-party storage, analytics, credit card processing companies, hosting companies, email service providers, marketing service providers, or Internet service-provider companies to perform some functions including the processing of data. Renaissance may also disclose information to protect our rights or property, to enforce our terms of use and legal notices, as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts (including the issuance of a valid subpoena). We shall have no duty to notify you of such compliance with the law.

Renaissance may sell, transfer, or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

We have the right, but not the obligation, to: (1) retain your personally identifiable information for as long as your account is active or as needed to provide you services or access to or use of the Website; and (2) retain and use your personally identifiable information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We have the right, but not the obligation, to retain your non-personal information whether your account is active, inactive, or deactivated.

## Do Not Track

Certain browsers have settings that allow you to turn on a "Do Not Track" ("DNT") feature. The Website supports DNT by stopping the collection of information that allows us to tailor content based on your recent visits to the Website and third parties (e.g., Partner) websites. When you enable DNT on your browser, we stop the collection of unique browser cookies that links your browser to visits to this Website and across other websites. If you enable DNT on your browser, however, certain features of the Website may not function properly.

We may from time to time use third-party service providers to track and analyze usage of the Website. The third-party service providers access and use cookie and log information in combination with personally identifiable information, such as name, IP address and email addresses, to assist in tracking the Website. These third-party service providers are granted access to the information via the Website.

Subject to the usage of the third-party service providers discussed above, we do not intentionally or knowingly allow other parties to collect personally identifiable information about your online activities over time and across different websites, when you visit the Website, or use any of the services offered on the Website. We do not, however, have control over third parties' activities, including if a third party accesses information based on your visit to the Website.

## Children's Personally Identifiable Information

We do not direct the Website to nor do we knowingly collect any personally identifiable information from children under 13 ("children's personally identifiable information"). **Children under the age of 13 are specifically requested to NOT provide any personally identifiable information through this Website.** If you become aware that a child has provided us with personally identifiable information without parental consent, please contact us at [privacy@renaissance.com](mailto:privacy@renaissance.com). If we become aware that a child under 13 has provided us with personally identifiable information, we take commercially reasonable steps to remove such information and terminate the child's account.

## Cookies

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

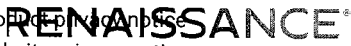


Note to parents

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You may not be able to use all portions of the Website.

### Web Beacons

We also use "web beacons," "pixel tags," "clear GIFs" or similar means (individually or collectively "Web Beacons") on our Website. A Web Beacon is an electronic image, often a single pixel, embedded on web pages. Web Beacons are ordinarily not visible to users. Web Beacons allow us to count the number of users who have visited certain pages of the Website, to deliver branded services, and to generate statistics about how our Website is used.

### Email Lists

Renaissance maintains email lists to keep interested parties informed about our company, events, products, support, and more. We do not sell the addresses on our list, but we may make information available to specific business partners, sponsors, or service providers.

Users may voluntarily request to join our mailing lists by signing up or opting in through a form on our Website. To be removed from a Renaissance email and/or mailing list, email [privacy@renaissance.com](mailto:privacy@renaissance.com) with REMOVE ME in the subject line, or update your email preferences by editing your profile anytime at [renaissance.com/emailpreferences](https://renaissance.com/emailpreferences).

### Accessing, Changing or Deleting Your Information

If your personally identifiable information changes or you desire to correct, amend, or delete information that is demonstrated to be inaccurate or incomplete, Renaissance will take reasonable steps to permit the correction, amendment, or deletion of your information. To do so, please send an email message to [privacy@renaissance.com](mailto:privacy@renaissance.com) and putting the word "UPDATE" in the subject line of the message. If you desire to delete your account, please go to your account and follow the instructions to delete that account.

EU Individuals have the right to access their personal information. Upon request, Renaissance will grant individuals access to personal information that it holds about them provided there is no information about third parties. In such cases, Renaissance will redact such third party information.

### Security

Your personally identifiable information will generally be stored in databases maintained by Renaissance or our service providers. Most of these databases are stored on servers located in the United States. Renaissance may use third-party storage or service-provider companies to store your personally identifiable information, some of which may be outside of the United States.

We have taken certain physical, electronic, contractual and administrative steps to protect the confidentiality, security, and integrity of your personally identifiable information. However, no method of transmission over the Internet or method of electronic storage is completely secure, and we cannot guarantee its absolute security. It is your responsibility to maintain the confidentiality of your Website account information.

### International Transfer

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Renaissance transfers information to the United States and processes it there. Your consent to this Website Privacy Notice followed by your submission of such information represents your agreement to that transfer.

### EU – U.S. Privacy Shield

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

Ok

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Product Information

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EU. If Renaissance transfers your personal data to a third party, Renaissance will ensure that the third party is contractually bound to process your data only for limited, specific purposes consistent with this Website Privacy Notice. Renaissance will also ensure that the third party will apply the same level of protection to that data as the EU-U.S. Privacy Shield Principles and will notify us if it makes a determination that it can no longer meet this obligation. Renaissance also complies with the Privacy Shield Principles for the onward transfer liability provisions. You have the option to request that your personal data not be disclosed to a third party, although this may impact your ability to access or the functionality of our products and services.

You can also request that the personal data not be used for a purpose materially different than that for which it was collected or authorized. Please use the contact information below to inquire further or to make a request.

With respect to personal data received or transferred pursuant to the Framework, Renaissance is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. Privacy Shield, Renaissance strives to resolve all complaints about privacy and the collection or use of customer information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email to [privacy@renaissance.com](mailto:privacy@renaissance.com). If you have any unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider JAMS.

Under certain conditions, more fully described on the Privacy Shield website at [privacysshield.gov/article?id=How-to-Submit-a-Complaint](http://privacysshield.gov/article?id=How-to-Submit-a-Complaint), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

## Links to Other Websites and Services

Users visiting our website may find links to websites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another website. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site is appropriate and of interest to visitors to our Website, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Renaissance is not responsible for, and has no control over, the content or privacy policy of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Renaissance's.

## Changes to Website and Website Privacy Notice

We constantly update the features of the Website to better serve you and all our customers, so this policy may also be revised from time to time. Renaissance may modify this policy without advance notice and any modifications are effective when they are posted here. By using the Website, you indicate your understanding and acceptance of the terms of the policy posted at the time of your use. If you have any questions, please contact us at your convenience.

## Questions?

If you have any questions about this Website Privacy Notice, the practices of the Website, or dealings with the Website or with Renaissance, please send us an email at [privacy@renaissance.com](mailto:privacy@renaissance.com) or contact us by mail at:

ATTN: Privacy Inquiry | DPO

6625 W. 78th Street, Suite 220, Bloomington, MN 55439



Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.



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### Sign up for our newsletter!

A newsletter full of product information, blog articles, tips, and other resources for today's educators!

Your school email address

### Our mission

To accelerate learning for all children and adults of all ability levels and ethnic and social backgrounds worldwide

### Connect with us



### Have any questions?

📞 (800) 338-4204

✉️ Email sales

✉️ Email support

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Help for Parents

Login Help

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## Data Protection Addendum

1. United States With respect to Authorized Users in the United States, the following provisions shall apply:
  - 1.1 Definitions

"Data Protection Legislation" means applicable federal, state, local, municipal, and foreign laws and regulations applicable to privacy, Personally Identifiable Information or Licensee Data, including, but not limited to, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act.

"Personally Identifiable Information" or "PII" means information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following:

    - Any information that can be used to distinguish or trace an individual's identify such as full name and date of birth;
    - Any other information that is linked or linkable to an individual such as educational information;
    - Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person, including persistent identifiers.

"Process" shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be the means by which Renaissance collects, uses, stores, discloses, or transfers PII.
  - 1.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
  - 1.3 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User's parent or guardian) to allow Renaissance to Process the Licensee PII via the Application and Hosting Services and for Renaissance to collect and use to as described herein and the Privacy Policy (collectively, the "Notices and Consents"). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
  - 1.4 Renaissance Obligations.
    - a. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee PII Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
- b. The Privacy Policy provides a list of third party entities that Process the Licensee PII on Renaissance's behalf ("Sub-processors") and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee PII to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 1.4(b) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy.
- c. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee PII (a "Security Incident"), Renaissance shall inform Licensee within a reasonable amount of time with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.

- 1.5 Data Subject Inquiries. Authorized Users may review and amend PII by contacting the Licensee and following the Licensee's procedures for amending PII. Licensee shall handle all Authorized User's inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation.

- 1.6 Authorized Disclosure of Licensee Data and PII.
  - a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including PII ("Disclosed Data"), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing

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feature from within the Applications (each an "Authorization"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "Transfer") the Disclosed Data to the recipients that Licensee selects (the Recipients").

- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
  - c. Licensee acknowledges that the Disclosed Data may contain PII and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 2.6 applies, Licensee shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their PII by the Recipients.
  - d. Renaissance makes no warranty (a) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (b) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.
- 1.7 Data Retention. Licensee PII is removed from the Applications upon the termination or expiration of the Subscription Period and, if requested in writing by the Licensee, is returned to the Licensee in a standard file format. Licensee Data that does not include PII may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee PII removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications.

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2. European Economic Area. With respect to Authorized Users in the European Economic Area, the following provisions shall apply:
  - 2.1 Definitions

"Controller" shall have the same meaning as set out in the GDPR.

"Data Protection Legislation" means (1) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); (3) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (4) all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by a Supervisory Authority.

"Data Subject" shall have the same meaning as set out in the GDPR.

"Data Subject Request" means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation (including requests to access, rectify, erase, object to, restrict processing of, or port his or her Personal Data).

"Personal Data" shall have the same meaning as set out in the GDPR.

"Processing" has the meaning given to it under the GDPR (and "process" and "processes" shall be construed accordingly) but, for the purposes of the Agreement, it shall include both manual and automatic processing.

"Processor" shall have the same meaning as set out in the GDPR.

"Special Categories of Data" shall have the same meaning as set out in the GDPR.

"Staff" means all persons employed by Renaissance to perform its obligations under the Agreement together with Renaissance's servants and agents and those of any other member of the Group of companies (as defined in s.474 Companies Act 2006) of which Renaissance is a member, used in the performance of its obligations under the Agreement.

"Supervisory Authority" shall have the same meaning as the GDPR (and shall also include any equivalent national regulatory body in a non-European Member State).
  - 2.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
  - 2.3 Controller and Processor. The parties acknowledge that with respect to Personal Data in the Licensee Data ("Licensee Personal Data"), (i) Licensee is the Controller and Renaissance is the Processor and (ii) Renaissance shall Process such Licensee Personal Data strictly on behalf of Licensee for the purposes described in the Agreement and the Privacy Policy, or as otherwise agreed in writing by the parties. Licensee (the Controller) appoints Renaissance as Processor to Process the Licensee Personal Data described in the Agreement and the Privacy Policy.
  - 2.4 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User's parent or guardian) to Process the Licensee Personal Data to Renaissance via the Application and Hosting Services and for Renaissance to collect and use as described herein and the Privacy Policy (collectively, the "Notices and Consents"). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
  - 2.5 Renaissance Obligations. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
    - a. Take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Licensee Personal Data and ensure that the Staff (i) are aware of and comply with Renaissance's duties, (ii) are under a duty of confidentiality with respect to their Processing of the Licensee Personal Data; and (iii) have undergone adequate training in the use, care, protection and handling of Licensee Personal Data.
    - b. Not Process any Licensee Personal Data in any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to the Data Protection Legislation unless legitimate and approved mechanisms/processes are in place to protect such data. Renaissance may Process and transfer Licensee Personal Data through and to entities in the United States which are duly certified under the Privacy Shield or otherwise comply with the onward transfer requirements.
    - c. Use its reasonable efforts to assist Licensee to comply with its obligations under the applicable Data Protection Legislation where required, and shall not perform its obligations under the Agreement to the extent that Renaissance is aware, or ought reasonably to have been aware, that the same would cause Licensee to be in breach of such obligations.
    - d. The Privacy Policy provides a list of third party entities that Process the Licensee Personal Data on



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Renaissance's behalf ("Sub-processors") and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee Personal Data to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 1.5(d) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy. Renaissance will inform Licensee of any changes to the Sub-processors via email to the email address Renaissance has on file] (10) days prior to the appointment of the new Sub-processor(s). Licensee may object to Renaissance's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Renaissance will either not appoint the new Sub-processor(s) or otherwise resolve the objection to the reasonable satisfaction of the Licensee. If Renaissance is unable to do so, Licensee may terminate the Agreement at any time if the Licensee objects to a new Sub-processor, in accordance with the terms of this subsection, by providing Renaissance with written notice. If Licensee elects to terminate under this subsection to cover administrative costs, Licensee shall receive a prorated refund for remainder of the Subscription Period.

- e. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a "Security Incident"), Inform Licensee without undue delay with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.
- f. Make available to Licensee reasonable information and documentation necessary to demonstrate Renaissance's compliance its obligations in this Section 9.5, in satisfaction of any audit right that the Licensee may have under the Data Protection Legislation.

2.6 Data Subject Inquiries. Authorized Users may review and amend Personal Data by contacting the Licensee and following the Licensee's procedures for amending

Personal Data. Licensee shall handle all Authorized User's inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation. Renaissance shall notify Licensee within 5 working days if it receives

- a. From any individual (or third party on his/her behalf),
  - (i) a Data Subject Request (or purported Data Subject Request) or (ii) any other request, complaint or communication relating to the Licensee's obligations under Data Protection Legislation.
- b. Any communication from a Supervisory Authority in connection with Licensee Personal Data; or
- c. A request from any third party for disclosure of Licensee Personal Data where compliance with such request is required or purported to be required by law.

Renaissance shall provide the Licensee, upon request, with reasonable cooperation and assistance in relation to any complaint, communication or request made as referred to in Section 1.6(a)-(c) above.

2.7 Authorized Disclosure of Licensee Data and Personal Data.

- a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including Personal Data ("Disclosed Data"), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing feature from within the Applications (each an "Authorization"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "Transfer") the Disclosed Data to the recipients that Licensee selects (the Recipients").
- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
- c. Licensee acknowledges that the Disclosed Data may contain Personal Data and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 1.7 applies, Licensee shall ensure that it fully

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complies with its obligations as Controller and shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients. Furthermore, the Licensee shall undertake any further requirements necessary as outlined either in the Agreement, or within the Privacy Policy, including, but not limited to, the issue of a Fair Processing Notice by the Licensee to the Authorized Users.

- d. Renaissance makes no warranty (a) that the Disclosed Data is complete and accurate, (b) that the Transfer is in compliance with applicable Data Protection Legislation or Licensee's organization's policies, (c) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (d) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.

2.8 Data Retention. Licensee Personal Data is removed from the Applications upon the termination or expiration of the Subscription Period and upon confirmation that Licensee will not be renewing. Additionally, if requested in writing by the Licensee (within 28 days), Licensee Personal Data can be returned to the Licensee in a standard file format. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee Personal Data removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications. Reactivation prior to deletion of the data can only occur upon written request by an authorized representative of the Licensee.

2.9 Data Protection Impact Assessment: If Renaissance believes or becomes aware that its Processing of the Licensee Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform Licensee and provide reasonable cooperation to Licensee (at Licensee's expense) in connection with any data protection impact assessment that may be required under applicable Data Protection Legislation.

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3. Other Countries. With respect to Authorized Users in all other countries, the following provisions shall apply:
  - 3.1 Definitions

“Data Protection Legislation” means applicable federal, state, local, municipal, and foreign laws and regulations applicable to personal information.

“Personal Data” shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning exists, it shall mean information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following (i) any information that can be used to distinguish or trace an individual’s identify such as full name, social security number, date and place of birth, mother’s maiden name, or biometric records; (ii) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information; or (iii) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

“Process” shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall have the meaning set forth in the Data Protection Legislation applicable to the United Kingdom.
  - 3.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
  - 3.3 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User’s parent or guardian) to Process the Licensee Personal Data to Renaissance via the Application and Hosting Services and for Renaissance to collect and use as described herein and the Privacy Policy (collectively, the “Notices and Consents”). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
  - 3.4 Renaissance Obligations.
    - a. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
    - b. The Privacy Policy provides a list of third party entities that Process the Licensee Personal Data on Renaissance’s behalf (“Sub-processors”) and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee Personal Data to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 2.4(b) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy.
  - c. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a “Security Incident”), Inform Licensee without undue delay with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.
- 3.5 Data Subject Inquiries. Authorized Users may review and amend Personal Data by contacting the Licensee and following the Licensee’s procedures for amending Personal Data. Licensee shall handle all Authorized User’s inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee’s express written permission, will make such amendment according to applicable Data Protection Legislation.
- 3.6 Authorized Disclosure of Licensee Data and Personal Data.
  - a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including Personal Data (“Disclosed Data”), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing feature from within the Applications (each an “Authorization”). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the “Transfer”) the Disclosed Data to the recipients that Licensee selects (the Recipients”).

# RENAISSANCE®

- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
  - c. Licensee acknowledges that the Disclosed Data may contain Personal Data and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 2.6 applies, Licensee shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients.
  - d. Renaissance makes no warranty (a) that the Disclosed Data is complete and accurate, (b) that the Transfer is in compliance applicable Data Protection Legislation or Licensee's organization's policies, (c) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (d) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.
- 3.7 Data Retention. Licensee Personal Data is removed from the Applications upon the termination or expiration of the Subscription Period and, if requested in writing by the Licensee, is returned to the Licensee in a standard file format. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee Personal Data removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications.

**CALIFORNIA STUDENT DATA PRIVACY  
AGREEMENT Version 2.0 (September 26, 2018)**

**School District/Local Education Agency:**

**Irvine Unified School District**

**AND**

**Provider:**

**Renaissance Learning, Inc.**

**Date:**

**August 1, 2020**

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the  
Irvine Unified School District

(hereinafter referred to as “LEA”) and Renaissance Learning, Inc.  
(hereinafter referred to as “Provider”) on August 1, 2020 . The Parties agree to  
the terms as stated herein.

### RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated August 1, 2020 (“Service Agreement”); and

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

**WHEREAS**, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

### 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 transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See Exhibit A

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **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 term used in the Service Agreement.

## 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 Agreement 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 LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), 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 data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected 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 state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
  - a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.
  - b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - 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.
  - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
  - i.** Information about what the agency has done to protect individuals whose information has been breached.
  - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law 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.

- e. 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 copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. 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 PRIVACY 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 this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

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

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the LEA for this Agreement is:

Name: Michelle Bennett  
Title: Contracts Specialist

Contact Information:  
5050 Barranca Pkwy, Irvine, CA 92604  
MichelleBennett@iusd.org  
949-936-5022

The designated representative for the Provider for this Agreement is:

Name: Scott Johnson  
Title: Director of Information Security

Contact Information:  
2911 Peach Street, PO Box 8036  
Wisconsin Rapids, WI 54495-8036  
800-338-4204 / privacy@renaissance.com

**b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Scott Johnson  
Title: Director of Information Security

Contact Information:  
Scott Johnson  
Wisconsin Rapids, WI 54495-8036  
800-338-4204 / contracts@renaissance.com

6. **Entire Agreement.** This DPA constitutes 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.

7. **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.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **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.

*[Signature Page Follows]*

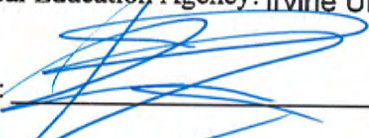
**IN WITNESS WHEREOF**, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Renaissance Learning, Inc.

BY:  Date: 3/13/2020

Printed Name: Scott Johnson Title/Position: Director of Information Security

Local Education Agency: Irvine Unified School District

BY:  Date: June 24, 2020

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

IUSD Board Approved 6/23/2020

*Note: Electronic signature not permitted.*

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

**[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]**

**2020-21 renewal of Renaissance Accelerated Reader, Star Math and Star Reading software subscriptions; subscriptions begin August 1, 2020 and ren through July 31, 2021.**



**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if used by your system</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	Required
	Other application technology meta data- Please specify:	Access date/time -Referring URL's -Page views -Browser type -Device type and operating system
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	Required
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

<b>Conduct</b>	<b>Conduct or behavioral data</b>	
Demographics	Date of Birth	Required
	Place of Birth	
	Gender	Optional
	Ethnicity or race	Optional
	Language information (native, preferred or primary language spoken by student)	Optional
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	Required
	Student grade level	Required
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	Optional as a characteristic
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	Required for optional parent account
Parent/ Guardian Name	First and/or Last	Required for optional parent account
Schedule	Student scheduled courses	Required for courses using programs
	Teacher names	required for courses using programs
Special Indicator	English language learner information	Optional
	Low income status	Optional
	Medical alerts /health data	
	Student disability information	Optional
	Specialized education services (IEP or 504)	Optional
	Living situations (homeless/ foster care)	Optional
	Other indicator information- Please specify:	Optional
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	Optional

	number	
	State ID number	Optional
	Provider/App assigned student ID number	Required, autogenerated unless local ID is entered by customer
	Student app username	Required, see above response
	Student app passwords	Required
Student Name	First and/or Last	Required
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	Required
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc. Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time \_\_\_\_\_.  
 \*Provider shall immediately notify LEA if this  
 designation is no longer applicable.

OTHER: Use this box, if more space needed.

## **EXHIBIT “C”**

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**Educational Records:** Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

**NIST:** Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

**Operator:** The term “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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**SOPIPA:** Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal 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.

**SDPC (The Student Data Privacy Consortium):** Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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

**Subprocessor:** For the purposes of this Agreement, 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 software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**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 pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**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 and which is dated August 1, 2020 to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Renaissance Learning, Inc.

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

Date: 3/13/2020

Printed Name: Scott Johnson

Title/Position: Director of Information Security

**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.

Subscribing LEA:

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

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

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

Title/Position: \_\_\_\_\_

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: Scott Johnson

Title: Director of Information Security

Email Address: contracts@renaissance.com



**EXHIBIT "F" DATA SECURITY REQUIREMENTS**

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

# RENAISSANCE<sup>®</sup>

## Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License are applicable to any Quote (as defined herein) to provide access to the Applications, Hosting Services and Services identified therein and to Licensee's use of the Applications, the Hosting Services and Services. Each Quote shall be deemed to be part of this Agreement and subject to the terms and conditions set forth herein.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them as set forth in Exhibit A.
2. **License to Applications and Hosting Services**
  - 2.1 **Grant of License.** Subject to Licensee's compliance with the terms and conditions of the Agreement, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and to use the Applications and Content provided therein in accordance with Section 2.3 below (the "License").
  - 2.2 **Hosting Services.** Renaissance shall provide Licensee with remote access to the Applications via the Internet (the "Hosting Services") for the Licensed Sites. The Applications will be housed at a Renaissance chosen facility, and will operate on servers determined by Renaissance, which may include servers owned by or leased by Renaissance.
  - 2.3 **Authorized Use.**
    - a. **Renaissance Application.** The following requirements apply to Renaissance Applications only:
      - i. **Student Capacity.** The number of unique students permitted to use the Renaissance Applications (excluding Renaissance-U) at any Licensed Site is limited to the Student Capacity set forth in the Quote. Circumventing the Student Capacity by any means is a material breach of the Agreement and may result in immediate termination of the Agreement by Renaissance. Student Capacity is allocated when a unique Licensee student first logs in and performs any activity or when any activity is first assigned to such student. Student Capacity may not be used interchangeably across students and any unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. If a unique student no longer attends school at the License Site, Licensee may dis-enroll that unique student as an Authorized User of the Renaissance Application under Product Administration in the Renaissance Application and use that seat for a new unique student at the Licensed Site. Additional Student Capacity may be purchased through the Renaissance Applications or by contacting Renaissance and placing an order for the desired incremental, additional capacity amount, increasing the Student Capacity for that unique Quote. Any incremental, additional Student Capacity purchased shall be subject to these Terms of Services and License. Licensee can view allocated Student Capacity and which students are using the allocated Student Capacity under Product Administration in the Renaissance Applications.
      - ii. **Location.** Except as set forth in this Section 2.3(b)(ii) or approved in advance by Renaissance, in writing, the Renaissance Applications can only be accessed and used by Authorized Users at the Licensed Site. Licensee shall not make the Renaissance Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section 2.3(b)(ii), the following is permitted for an Authorized User subject to the terms and conditions contained in the Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Renaissance Applications via the Internet is permitted from outside a Licensed Site; (ii) Homebound Student access to the student portion of the Renaissance Applications via Internet is permitted for up to 60 days during the Subscription Period from such Homebound Student's home using a computer owned or leased by Licensee or such Homebound Student; (iii) student and parent access to the Home Connect feature of the Renaissance Applications via Internet is permitted from such student or parent's home using a computer owned or leased by Licensee, such student or parent; (iv) access to the Renaissance Applications by Authorized Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program authorized by Licensee through such public library (v) access to Accelerated Reader or Accelerated Reader 360 by Authorized Users in connection with a

summer reading program authorized by Licensee and (vi) with respect to a Licensee that is an International School, access to the Renaissance Applications by its Authorized Users outside the Licensed Site subject to the conditions set forth in Exhibit B. Licensee shall not make any portion of the Renaissance Applications accessible to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Renaissance Applications.

- b. myON Applications. The myON Applications can only be accessed and used by Authorized Users, provided that Authorized Users that are parents shall only access and use the myON Applications to review reports.
- c. Access. Renaissance shall provide Licensee access to the Applications by the date identified in the Quote. Access rights granted to Licensee shall be limited to those access rights necessary to use of the intended functionality of the Applications. Renaissance reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

#### 2.4 Account Set Up.

- a. Renaissance shall create an administrator account to enable Licensee's administrator access the Applications and provide Licensee with the identification number, password, encryption key, or other access codes to access the administrator account (the "Admin Login Information").
- b. Renaissance shall assist Licensee with loading the Licensee Data and creating user names and passwords for each Authorized User to use the Applications (the "Onboarding Services"). To the extent Licensee has purchased any Data Integration Services as identified in the Quote, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and integrate the API provided by Renaissance with Licensee's Student Information System to enable the Applications to obtain and update Licensee Data in the Applications. Any use of the Applications through the Admin Login Information or any other accounts created by Licensee (collectively, the "Login Information") will be considered use by the Licensee. Licensee agrees not to sell, transfer, or assign its Login Information or allow others to use it except Authorized Users. Licensee agrees to immediately notify Renaissance of any unauthorized use of its Login Information or any other breach of

security or confidentiality thereof, and in such event Renaissance shall have the right, without limitation of any other rights under the Agreement, at law or in equity, to terminate the Agreement and/or take any steps necessary to prevent the unauthorized use.

#### 2.5 Reserved.

2.6 Service Level. Renaissance shall use reasonable commercial efforts to ensure that the Hosting Services are Operational during at least 99% of each calendar month of the Subscription Period. "Operational" means functioning so as to allow normal operation for the intended purpose of the Applications for Authorized Users to access the Applications hosted on the Hosting Services. The inability of the Licensee to access the Hosting Services due to its own hardware or software issues or internet connectivity issues is not sufficient to constitute the services non-operational. Notwithstanding the foregoing, the service level does not apply to (i) maintenance as described in Section 2.8 and (ii) any application or service provided by a third party, including, without limitation, Third Party Services, does not include availability impacted by scheduled maintenance or planned updates and is subject to Licensee complying with the system requirements set forth at <https://www.renaissance.com/system-requirements/>.

2.7 Third Party Services. The Applications and Hosting Services may operate using third party applications and services obtained separately by Licensee ("Third Party Services"). Renaissance is not responsible for the operation or functionality of such Third Party Services. While Renaissance may configure its Applications and Hosting Services to operate with Third Party Services, Renaissance cannot and does not guarantee that such Third Party Services will operate correctly or that the Third Party Services will be available during the entire Subscription Period and Renaissance does not endorse the Third Party Services.

2.8 Maintenance. Renaissance reserves the right to update the Applications and Hosting Services and provide maintenance releases related to the Applications and Hosting Services. All updates and maintenance releases that are deployed shall be deemed subject to all applicable terms and conditions in the Agreement. Licensee does not have any right hereunder to receive any new versions of the Applications that Renaissance may, in its sole discretion, release from time to time.

2.9 Technological Changes. As technology advances it becomes necessary for software application providers to discontinue support for older operating systems and third-party applications. It is the responsibility of Licensee to keep its computers, networks, operating systems, and third-party applications up-to-date and functional. For the avoidance of doubt, this includes Licensee being responsible for any hardware or software upgrades required to operate Applications and/or revisions thereto.

3. Professional Services
  - 3.1 Professional Services. If identified in the Quote, Renaissance will provide the Professional Services identified therein in accordance with terms and conditions set forth in the Agreement including those terms and conditions set forth in Exhibit C attached hereto.
  - 3.2 Quality of Services. Renaissance agrees to perform the Professional Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized in the educational software applications industry, and shall be responsible for the professional quality and completeness of all Professional Services furnished hereunder.
  - 3.3 Deliverables. Renaissance shall own all right, title and interest in and to all Deliverables and any other work product, regardless of medium, created in the performance of Professional Services hereunder; provided, however, that Licensee is granted a non-transferable, non-sublicensable, non-exclusive, limited license to use the Deliverables for Licensee's internal, authorized purposes for the duration of the term of the Subscription Period.
  - 3.4 Reschedule Professional Services. For those Professional Services that require Renaissance to be present at Licensee's facility or any other facility chosen by Licensee, if Licensee reschedules the date for provision of such Professional Services, Licensee shall pay Renaissance a one-time fee equal to \$200 to the extent Renaissance had already booked its travel arrangements.
  - 3.5 Cancellation of Professional Services. Notwithstanding the termination provisions of this Agreement and subject to this Section 3.5, the Parties agree that Licensee only has the right to cancel any particular Professional Service without terminating the Agreement in its entirety by providing Renaissance with written notice prior to Renaissance rendering such Professional Service and no later than the first anniversary of the date identified in the Quote for such Professional Service. If Licensee exercises its right to cancel a Professional Service for which Renaissance has already booked travel, Licensee shall pay Renaissance a one-time cancellation fee of \$750. To the extent the Licensee does not schedule the Professional Services it purchases as identified in the Quote on or prior to the first anniversary of the date identified in the Quote for such Professional Service, Licensee shall have no right to cancel the Professional Service and will have no right to seek a refund from Renaissance.
  - 3.6 Subcontractors. Renaissance may employ third parties to assist with the performance of Professional Services; however, Renaissance is solely responsible for ensuring that any third party performing Professional Services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. Renaissance shall pay all fees, wages, salaries, and other amounts due any third party in connection with Renaissance's performance of its obligations under the Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.
4. Fees. Licensee shall pay Renaissance the fees in the amounts specified in the Quote (the "Fees"). Upon Licensee's acceptance of the Quote, Licensee shall submit to Renaissance the fully executed Quote and its purchase order and Renaissance shall issue Licensee an invoice for the Fees. Licensee shall pay the Fees within 30 days of Renaissance's invoice. Any amounts owed by the Licensee under this Agreement that are not paid when due (and not subject to a good faith dispute), shall bear interest, from the time the payment was due until the time paid, at a rate of 1% per month compounded monthly, or if lower, the highest rate allowed by law. Notwithstanding any language to the contrary contained therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation shall be incorporated into or form any part of this Agreement and all such terms and conditions shall be null and void. Failure to pay the Fees in accordance with the Agreement shall constitute a material breach by Licensee.
5. Term; Termination; Effect of Termination
  - 5.1 Term. The Agreement shall be effective as the date of set forth in the Quote and continue until the end of the Subscription Period (the "Term").
  - 5.2 Termination.
    - a. Termination for Convenience. Licensee may terminate the Agreement within 30 days of the start date of the Subscription Period by providing Renaissance with written notice.
    - b. Termination for Breach. Either party may terminate the Agreement by written notice if the other party fails to cure any material breach within 30 days of receipt of written notice.
    - c. Termination for Bankruptcy. Either party may terminate the Agreement immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.
- 5.3 Effect of Expiration or Termination: Survival.
  - a. Access. Upon expiration or termination of the Agreement for any reason, Licensee access to the Applications, Hosting Services and Services will be discontinued upon the effective date of expiration or

termination. Licensee agrees to, and direct its Authorized Users to, cease access of the Applications, Hosting Services and Services and will remove, and direct its Authorized Users to remove, any Applications components installed on any computers. Licensee shall also return or destroy all materials provided by Renaissance under the Agreement, including any Content, within 30 days of termination or expiration of the Agreement

b. Refunds.

- i. If Licensee terminates the Agreement pursuant to Section 5.2(a), (1) Licensee shall be entitled to a refund on all Fees except for any Fees for Professional Services provided prior to the notice of termination and (2) if Renaissance had already booked travel to provide on-site Professional Services prior to the notification of termination, Licensee shall pay Renaissance a cancellation fee equal to \$750.
- ii. If Licensee terminates the Agreement pursuant to Section 5.2(b) or (c), Licensee shall be entitled to a refund equal to a prorated amount of the Fees from the date of termination through the end of the Subscription Period.

If the Agreement terminates for any other reason, Licensee shall not be entitled to any refund.

- c. Survival. Those provisions that naturally survive termination or expiration of the Agreement shall survive such termination or expiration, including, but not limited to, Sections 5.3, 6-10 and Section 12.

6. Intellectual Property Rights; Ownership

6.1 No Transfer of Ownership. Licensee acknowledges that all Intellectual Property Rights in Renaissance's Marks, the Applications, the Hosting Services, Services and Content as well as any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications thereto whether made by Renaissance or any third party, are owned and retained by Renaissance and the relevant licensors of any embedded Third Party Services. By virtue of the Agreement, no ownership of any Intellectual Rights relating to the Applications, Content, Hosting Services, Services, Renaissance's Marks or other information or material provided by Renaissance to Licensee is assigned or transferred to Licensee and such Intellectual Property Rights are protected by U.S. and international copyright and other intellectual property laws.

6.2 No Implied Grants. Except as explicitly granted under the Agreement, no other right, license, release, covenant not to sue or other rights or immunities, express or implied, by estoppels or otherwise are granted to any part of the Applications, Content, Hosting Services, Services or Renaissance's Marks.

6.3 Licensee Data. Licensee shall exclusively own all right, title and interest in and to all Licensee Data. Licensee hereby grants to Renaissance a non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store Licensee Data for use in connection with the Applications, Hosting Services and Professional Services for the duration of the Agreement for Renaissance to carry out its rights and obligations hereunder. Licensee hereby further grants to Renaissance an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store any Licensee Data that does not constitute Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries for any lawful purpose consistent with this Agreement and the Privacy Policy. Licensee covenants that it is responsible for any data, including Licensee Data, submitted via the Applications and to the Hosting Services, including the accuracy, quality, integrity, legality, reliability, and appropriateness of such Licensee Data. Other than as set forth in this Section, Renaissance shall acquire no rights in any Licensee Data. Licensee represents and warrants that it has the right to provide Renaissance with the Licensee Data for the purposes described in the Agreement.

6.4 Renaissance Data. Renaissance aggregates or anonymizes certain data and information (including Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries) that it collects regarding use of the Applications, Content and Hosting Services related to the operation of the Applications and Hosting Services ("Renaissance Data") that is not subject to this policy. Renaissance Data is not reidentified or sold to any third parties, but to the extent permitted by law, Renaissance shall be allowed to utilize, reproduce, adapt, combine with other data, edit, re-format, generate, store, and/or disclose any and all Renaissance Data for any lawful purpose consistent with this Agreement and the Privacy Policy.

6.5 Feedback. Licensee (a) shall provide Renaissance with information concerning errors, problems, complaints and other matters related to the Applications, Content and the Services and (b) may provide Licensee's feedback and/or suggestions for improvements to the Applications, Content and Services (collectively, "Feedback"). Licensee acknowledges and agrees that (a) Licensee shall not retain, acquire or assert any Intellectual Property Right or other right, title or interest in or to the Feedback; (b) Renaissance may have development ideas similar to the Feedback; (c) Feedback does not contain Confidential Information or proprietary information of Licensee or any third party; and (d) Renaissance is not under any obligation of confidentiality with respect to the Feedback. In view of

the foregoing, Licensee grants Renaissance and its Affiliates an exclusive, transferable, irrevocable, free-of-charge, sublicensable and perpetual right to use Feedback in any manner and for any purpose.

7. Confidential Information. Except as expressly and unambiguously allowed herein, each party agrees that it will hold in confidence and not use or disclose any Confidential Information received from the other party except to the receiving party's employees, affiliates, consultants and advisors who need access to the Confidential Information for the receiving party to exercise its rights or carry out its obligations under the Agreement and who are legally bound to maintain the confidentiality of the Confidential Information. Each party further agrees to use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means, to prevent disclosure and to protect the confidentiality of Confidential Information received from the other party. Upon discovery of any unauthorized disclosure of Confidential Information the receiving party shall use its good faith efforts to prevent any further disclosure or unauthorized use thereof. In case of discovery of unauthorized disclosure, the receiving party shall notify the disclosing party without any delay. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof, or certify in writing that all such copies and documents have been destroyed. The foregoing shall not prevent either party from disclosing Confidential Information which belongs to such party or which (i) is in or becomes part of the public domain through no act or omission of the receiving party, (ii) can be demonstrated by the receiving party as being known to the receiving party previously, (iii) is rightfully obtained by the receiving party from a third party, (iv) is independently developed by the receiving party without use of the other party's Confidential Information, or (v) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with prompt notice of such required disclosure and complies with any protective order imposed on such disclosure.

8. Data Protection.

8.1 Prohibited Data. Licensee hereby acknowledges that the Applications are intended for academic practice and assessment only and that the Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number, credit card data or any Special Categories of Data ("Prohibited Data").

Licensee agrees to not input any Prohibited Data into the Applications.

8.2 Data Protection Addendum. The additional provisions of the Data Protection Addendum located at <https://doc.renlearn.com/KMNet/R62068.pdf> are incorporated herein based on the location of the Authorized Users of Licensee.

9. Indemnification

9.1 Renaissance Indemnification. Subject to the limitations set forth in Section 9.2, Renaissance agrees to indemnify Licensee against any Actions by a third party alleging that the Applications or Hosting Services, as provided by Renaissance under this Agreement, infringe a United States copyright, trademark, or patent issued on or before the Effective Date, by paying the amounts Licensee is obligated to pay to the third party in accordance with a final judgement or settlement of the claims. Notwithstanding the foregoing in this Section 9.1, Renaissance shall have no liability and Renaissance's obligations under this Section 9.1 shall not apply if the claim, judgment or settlement is either partially or in whole based on (i) any software, service or other material provided by or on behalf of Licensee, (ii) any modification of the Applications or Hosting Services if such modification is not done by Renaissance or if such modification is done by Renaissance pursuant to Licensee's written instruction, (iii) Licensee continuing any allegedly infringing activity after being notified of any such allegedly infringing activity or after being informed of or provided with modifications that would have avoided the alleged infringement; (iv) any Third Party Services or (v) Licensee's use of the Applications or Hosting Services that is not strictly in accordance with the terms and condition of the Agreement. If the Applications or Hosting Services as provided by Renaissance are found, in a final non-appealable order or decision from a court of competent jurisdiction, to infringe the rights of a third party and as a result a final injunction is obtained against the Licensee's use of the Applications or Hosting Services, or if in Renaissance's opinion, actions are needed to avoid potential infringement, Renaissance may, at its expense and option: (i) procure for Licensee the continued right to the Applications or Hosting Services, (ii) replace or modify the Applications or Hosting Services in whole or in part, with substantially similar, functionally equivalent, non-infringing Applications or Hosting Services, or (iii) if Renaissance is unable to effect the foregoing despite its reasonable efforts, Renaissance may terminate the Agreement or request Licensee to discontinue use of the Applications or Hosting Services in whole or in part, subject to Licensee having a right to terminate the Agreement.

9.2 Licensee Indemnification. Licensee agrees to defend, indemnify, and hold harmless Renaissance, its Affiliates and their respective directors, officers, employees,

contractors and agents, from all Losses that result from any third party Action and amounts paid in settlement thereof alleging or relating to claims of Licensee's breach of the Agreement or any violation of the terms of use or any other agreement governing the use of the Applications, Hosting Services, Services or Content.

9.3 Indemnification Procedure. The indemnification obligations of the parties specified above are subject to the following conditions: the indemnified Party (a) promptly notifies the indemnifying party in writing of the claim, (b) provides exclusive control to indemnifying party to defend (including choosing its counsel) and settle the Action at the indemnifying Party's exclusive discretion, (c) agrees to cooperate (at indemnifying party's expense) in good faith with the indemnifying Party in the defense as the indemnifying party may reasonably request, and (d) shall not agree and/or acknowledge (i) any liability regarding the Applications or Hosting Services and (ii) the validity, enforceability or infringement of any intellectual property right asserted against the Applications or Hosting Services.

9.4 Sole Remedy. Notwithstanding anything to the contrary in the Agreement, the indemnity provided in this Section shall be the sole and exclusive remedy for Licensee regarding third party Intellectual Property Rights infringement claims.

## 10. Limitation of Liability and Disclaimer of Warranties

10.1 Disclaimer of Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS MAKE NO WARRANTY THAT THE APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT DEFECTS IN APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE CORRECTED; AND; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

### 10.2 Limitation of Liabilities

a. Direct Damages Only. To the maximum extent permitted by law, the liability of Renaissance shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive

damages (including, but not limited to, lost profits, lost data, lost revenue, lost savings and loss of goodwill).

b. Aggregate Liability. To the maximum extent permitted by law, in no event shall Renaissance's aggregate liability with respect to any matters whatsoever arising under or in connection with the Agreement exceed the lesser of (i) total fees paid by Licensee to Renaissance under the Agreement within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Agreement being aggregated to determine satisfaction of the limit.

c. Third Party Products and Services. Licensee understands that Renaissance is not responsible for and will have no liability for hardware, software or other items or any services provided by any persons other than Renaissance, including, without limitation, Third Party Services.

d. Professional Services. Any liability of Renaissance with respect to the Professional Services or Deliverables will be limited exclusively to correction of such Professional Services or such Deliverables or, if such correction is not possible or impractical, to refund of the pertinent Fees.

e. Economic Basis of Agreement. The parties acknowledge that the fees, the rights granted to each party and the allocation of the risk (as expressed in the indemnities and the limits of warranties, liabilities, damages and remedies) contained in the Agreement reflect the economic basis of the Agreement, in absence of which the Agreement would not have been made.

11. Force Majeure. In the event of an issue that causes either Party's delay or failure to perform its obligations under the Agreement due to acts of God and natural disasters (each, a "Force Majeure"), the affected Party will: (a) promptly give the other Party notice in writing of the Force Majeure; (b) use all reasonable efforts to mitigate the effects of the Force Majeure upon that Party's performance of its obligations under the Agreement; and (c) promptly resume performance of its obligations after the Force Majeure has passed. Provided a Party affected by a Force Majeure complies with the foregoing, delay or failure to perform its obligations under the Agreement shall not constitute a breach of the Agreement.

## 12. Miscellaneous

12.1 Entire Agreement. The Agreement and any and all Quotes and all exhibits and attachments attached hereto, constitutes the entire agreement between the parties and supersedes all previous and/or inconsistent

agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of the Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

- 12.2 Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of the severed provision.
- 12.3 Waiver. A failure of any party to exercise any right given to it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, shall not constitute a waiver of the first party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any party of a particular default by another party shall not be deemed a continuing waiver so as to impair the aggrieved party's rights in respect to any subsequent default of the same or a different nature.
- 12.4 Governing Law. If Licensee is a publicly funded, non-profit educational institution in the United States, the Agreement will be governed by the internal laws of the State in which Licensee is situated, without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in such State. In all other cases, the Agreement shall be governed by the laws of state of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in Wisconsin.
- 12.5 Dispute Resolution. If a dispute arises between the parties relating to the interpretation or performance of the Agreement, the parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.
- 12.6 Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States mail, postage prepaid, (c) via a recognized national delivery service, such as UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.
- 12.7 Captions. The captions that head certain Sections and paragraphs in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.
- 12.8 Assignment. The rights and obligations of either party under the Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Renaissance may assign the Agreement without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.
- 12.9 Relationship of the Parties. The parties are independent contractors and not joint venture partners or otherwise Affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.
- 12.10 Limitation of Action. Any action by Licensee in connection with the Agreement must be brought within two years after the cause of action arose or such longer period of time as required by applicable law.
- 12.11 Duplicates, Originals, Counterparts. The Agreement and any Quote may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- 12.12 Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the parties are valid. Each party may scan and electronically preserve the Agreement and all other documents related to the Agreement. All documents that have been scanned and stored by a party are treated as original documents for all purposes.
- 12.13 Export Law Assurances. Licensee may not use or otherwise export the Applications except as authorized by U.S. law. In particular, but without limitation, the Applications may not be exported (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Applications, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.
- 12.14 Representations. Each party represents and warrants that it has been duly authorized to enter into the Agreement for and on behalf of any person, company, or other entity identified herein.
- 12.15 Equitable Rights. Each party acknowledges that a breach by a party of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party



will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity,

without the necessity of posting bond. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

## EXHIBIT A

### Definitions

- "Action" shall mean any third-party claim, suit, arbitration, action, or proceeding.
- "Agreement" means the Quote, these Terms of Service and License, including any amendments and/or restatements expressly agreed upon by the parties.
- "Applications" means the commercial software products being provided to Licensee under the Agreement and applicable Quote, including, in all cases, executable program modules thereof, as well as related documentation and computer readable media. The Applications are set forth in the Quote and shall include Application component of Renaissance-U to the extent identified in such Quote.
- "Authorized User" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student, provided that such student is one that is counted in Licensee's Student Capacity.
- "Confidential Information" means all business, technical, and financial information that one party ("receiving party") obtains from the other party ("disclosing party"). Confidential Information of Renaissance includes, but is not limited to, trade secrets, technology, information pertaining to business operations and strategies, information pertaining to pricing and marketing, and any technical information relative to the setup and security of the Application or Hosting Service including, but not limited to, Hosting Service Internet addresses, Login Information, Internet URL's, Virtual Private Network setup and encryption key information.
- "Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Applications or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.
- "Data Integration Services" means any commercial software products being provided to Licensee under the Agreement and applicable Quote that enables a Licensee to connect the Applications to Licensee's student information system to enable automatic loading and updating of Licensee Data in the Applications.
- "Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with providing the Services to Licensee.
- "Homebound Student" means a student that is an Authorized User of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated to the extent required by a health care provider in the jurisdiction of the Licensed Site.
- "Intellectual Property Rights" means all intangible assets including (a) patents (design, utility or otherwise), patent disclosures, applications and inventions (whether ultimately deemed patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) all original expressions in any fixed medium, including registered and unregistered copyrights and copyrightable works (including Applications), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intangible assets related to any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- "International School" means a school that promotes international education, in an international environment, by following a national or international curriculum different from that of the school's country of residence.
- "Licensed Site" means the physical location of a single school which has purchased Student Capacity for the Applications and identified in the Quote. Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license.
- "Licensee" means the entity identified in the Quote.
- "Licensee Data" means (a) any information or data that Licensee collects on individual Authorized Users, including, without limitation, personal information (e.g., an Authorized User's name, age, gender, race, place of residence, and other directory information), enrollment information (e.g., the school a student attends, a student's current grade level and years of attendance, the number of days a student was absent), academic information (e.g., the courses a student completed, the test scores and grades a students earned, the academic requirements a student has fulfilled, and education records), and various other forms of data collected and used by such Licensee; (b) any data or outputs, including, but not limited to assignments, assessment and quiz scores, generated from using the Applications (including data or outputs contain with reports generated by the Applications); (c) Authorized User sign-on information; and (d) any data inputs by individual Authorized Users of myON Applications, including but not limited to essays, reading journals, book reviews, book notes, etc.
- "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- "Marks" mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

**"Mobile Applications"** mean applications by which Licensee may have the ability to access some or all of the Applications on mobile devices.

**"myON Application"** means those Applications identified as a myON Application in the Quote.

**"Privacy Policies"** means the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/> which may be updated from time-to-time by Renaissance in its sole discretion.

**"Professional Services"** means those professional services identified in the Quote and further described in Exhibit B and any other professional, technical or support services that Renaissance provides to Licensee.

**"Quote"** means (a) a quote issued by Renaissance to Licensee to provide access to the Applications, Hosting Services and Services identified therein for the Subscription Period that is accepted by Licensee by executing the quote and submitting Licensee's purchase order (the "Initial Quote") and (b) a quote issued by Renaissance to Licensee to provide access to additional Applications, Hosting Services or Services within the Subscription Period of the Initial Quote that is accepted by Licensee by submitting Licensee's purchase order.

**"Renaissance"** means Renaissance Learning, Inc., a Wisconsin corporation.

**"Renaissance Application"** means those Applications identified as a Renaissance Application in the Quote.

**"Terms of Service and License"** means these Terms of Service and License and the Privacy Policies, as amended by the parties.

**"Services"** mean the Onboarding Services and Professional Services.

**"Student Capacity"** with respect to any Licensed Site, means the maximum number of Licensee students that are authorized to use the Renaissance Applications during the Subscription Period. Student Capacity for any Renaissance Application is identified in the Quote either under the Quantity column or separately as student subscriptions. Student Capacity may only be increased as described in section 2.3(a)(i) in these Terms of Service and License.

**"Subscription Period"** means the time period set forth in the Quote during which Licensee has access to the Applications unless the Agreement is terminated earlier in accordance with the Agreement, then the time period shall end as of the date of termination.

## EXHIBIT B

### International School Conditions to Use Renaissance Applications Outside of Licensed Site

- Licensee acknowledges and agrees that Renaissance will not provide any Licensee support to students or parents in connection with their use of the Renaissance Application outside the Licensed Site.
- Licensee must turn off its IP whitelist, which currently limits access to the Renaissance Application only to devices in Licensee's designated networks at Licensee's buildings. Licensee acknowledges and agrees that turning off its IP whitelist shall not change the relationship between Licensee and Renaissance and Renaissance will still be providing access to the Renaissance Application as a provider of Licensee.
- Renaissance does system maintenance and other updates to the Renaissance Application after hours to avoid impact on its licensees. Licensee acknowledges that if Licensee's students are attempting to use the Renaissance Application during this period, the system performance may slow down or may be temporarily unavailable and Renaissance disclaims any liability for the availability or lack thereof of the Renaissance Application.
- Any use of the Renaissance Applications not in accordance with the Agreement will immediately void Licensee's license to use the Renaissance Application.
- Licensee understand that one of the primary purposes for the restrictions in the Agreement is to minimize student cheating and to protect the Renaissance's Application's content from unauthorized access or distribution which would compromise the Renaissance Application and its contents. Licensee hereby releases Renaissance from any liability that may arise from or in connection with the security of the Renaissance Application, the inability to access or use the Renaissance Application and the results of use of the Renaissance Application, in all cases, where the Renaissance Application is used by Licensee's students outside of the Licensed Site. Licensee also agrees to promptly notify Renaissance upon becoming aware that any of the Renaissance Application's content has been compromised in any fashion, including, without limitation, posting or sharing answers by Licensee's students.

## EXHIBIT C

### Professional Services and Other Terms and Conditions

#### 1. Included Professional Services

The following Professional Services are provided without additional charge:

- a. **Renaissance Smart Start:** A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain Renaissance Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit Smart Start Content unlimited times through their Renaissance Home portal, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.
- b. **myON PD Portal:** A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain myON Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit the myON PD Portal unlimited times through their myON Applications, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.

Seminars are anticipated to be a two-way live video feed via webcam and/or 3-D Webcam technology; however, should these video technologies not be available or working effectively at the time of the seminar, it will not inhibit the delivery the seminar.

- e. **Webinars:** Webinar related to a specific topic, for up to 30 participants in 1 hour increments up to 3 hours. Webinars can be used for Q&A session as well if arranged in advance.
- f. **Implementation and Data Coaching Services:** Renaissance will provide Licensee a dedicated Renaissance coach to facilitate a tailored action plan, provide email and phone support to building leadership and seven 30-60 minute structured sessions for up to 30 participants for learning experiences, data conferences or questions-and-answers. Licensee is responsible for scheduling the coaching sessions and it is recommended that Licensee schedule such sessions evenly distributed throughout the Subscription Period. The content of the coaching session will focus on data, but the content can be tailored to the specific needs of the participants, to the extent that Licensee participates in a pre-planning meeting with Renaissance in advance of the coaching session. Renaissance shall provide these services remotely.

#### 2. Additional Professional Services

The following Professional Services are available for an additional charge and if purchased by Licensee will be identified in the Quote:

- a. **Custom On-Site Seminars and Leadership Seminars:** Six-hours of professional development in the form of either one six-hour on-site seminar or two three-hour on-site seminars on the same day, each for up to 30 participants per seminar for hands on training.
- b. **Implementation Site Visits:** Six-hours of implementation support in the form of data reviews, classroom coaching, Q&A sessions, meeting with PLCs, and debrief with building leadership for small groups but no more than 30 participants.
- c. **Star Champions' Academy:** Three six-hour on-site seminars for up to 20 participants per seminar for hands on training. The 20 participants must be the same participants at each seminar. Licensee is required to purchase Renaissance-U for the Subscription Period.
- d. **Virtual Onsite Seminars:** 90-minute professional development virtual on-site seminar targeted at one specific topic, for up to 30 participants provided by Renaissance remotely. Licensee is responsible for providing an onsite facilitator who will work with Renaissance to plan the seminar in advance, test the technology, and co-facilitate during the seminar.

- g. **Renaissance-U:** An Application that provides professional development courses via on-demand, online tutorials and Implementation and Data Coaching Services. Licensee's administrators have a portal to monitor participant progress through the courses offered. If a Licensee has multiple Licensed Sites, it must purchase a license to access Renaissance-U for each Licensed Site. Licensee understands that as of August 2018, Renaissance-U will hosted on Teaching Channel's platform and agrees that use of Renaissance-U on the Teaching Channel Platform by Licensee and its Authorized Users is subject to Teaching Channel's Terms of Use and Privacy Policy located at <https://www.teachingchannel.org> (the "Teaching Channel Terms"). Licensee agrees that it and its Authorized Users will comply with the Teaching Channel Terms.
- h. **Smart Start Coaching:** Three initial training sessions with a Renaissance coach based on the Smart Start product training course content, and phone and email support for school leadership, to be used over the first three months of the Subscription Period.
- i. **Strategic Planning, Monitoring, and Reporting:** District-level service that begins with a planning session with the key Licensee stakeholders to establish the goals for the implementation of the

Applications and key performance indicators that will indicate progress toward those goals. A strategic plan will be delivered to Licensee, followed by three progress reports related to the goals and key performance indicators. Upon delivery of each of the progress reports Licensee may also participate in a 30-minute conversation with Renaissance to review progress and recommendations. A "plus" version of this service is also available that offers the Strategic Planning, Monitoring and Reporting Services and district-level Implementation and Data Coaching Services throughout the Subscription Term.

- j. **Project Management:** Project Management services are available for districts that need extra support managing the technical and logistical tasks associated with implementation of the Applications. Services are tailored to Licensee's needs, but typically include an in-person kick off meeting to develop the scope of the project and communication plan. The assigned project manager will serve as the Licensee's single point of contact, provide periodic updates, and oversee Renaissance delivery of the Professional Services purchased by the Licensee in accordance with the project plan.
- k. **Dedicated District Consultant ("DDC"):** A DDC is an individual embedded by Renaissance to assist in the implementation and provide Professional Services. The specific scope of the DDC's role will be defined in a subsequent statement of work between the Parties, but generally includes the DDC meeting with key district representatives to identify implementation expectations with specific goals and performance indicators. The DDC would then develop a tactic plan with a specific timeline indicating how Professional Services and implementation support services will be delivered throughout the Subscription Period.
- l. **Renaissance Results Package #1 (Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through two webinars for one-hour for up to 30 people and 6 remote facilitated data team meetings per Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.
- m. **Renaissance Results Package #2 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people and 6 remote facilitated data team meetings per participating Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.
- n. **Renaissance Results Package #3 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people, 4 on-site days for facilitated data team meetings for 40-60 minutes per Results Team for up to 6 people and 2 remote facilitated data team meetings delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.
- o. **Renaissance Advanced Certification:** Renaissance will certify Licensee's district personnel to provide ongoing professional development support to educators within the Licensee's district. Licensee's district personnel chosen to be certified (a "Certification Candidate") will be given individual access to Renaissance-U and must complete the course applicable to the certification topic (reading, assessment, or math) prior to attending the required two-day in person certification training (the "Certification Training Event"). The Certification Candidate must attend the Certification Training Event which will be held at various locations nationally (travel and expenses to attend are the responsibility of the Licensee and Certification Candidate), or alternately Renaissance can send a Renaissance consultant to Licensee to provide the Certification Training Event to the extent there are a minimum of 4 Certification Candidates on the same topic. Upon successful completion of the Certification Training Event, the Certification Candidates are deemed certified (a "Certified Licensee Personnel") that attended shall have rights to use all training materials found within Renaissance-U (to include projection of eLearning content in group professional development sessions and reproduction of PDFs) to conduct training session for educators within the Licensee's district and no other third parties. Certified Licensee Personnel shall not charge any fees for providing training. Certification is good for one year and includes registration for the Certified Licensee Personnel into the national certification Renaissance-U professional learning community and invitation to a quarterly webinar for all Renaissance Certified Licensee Personnel across the county. Certified Licensee Personnel that are active within the online community and attend all four quarterly webinars are eligible to renew their certification for up to two years. After the third year recertification is required. Certification is personal to the individual chosen by Licensee to be certified and does not transfer to any other person.

### 3. Other Terms and Conditions

- a. **On-Site Professional Services.** For any Professional Services that Renaissance will provide on-site, the following shall apply:
  - i. Licensee shall provide facilities for its participants.
  - ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant.
  - iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 4-6 weeks prior to the event.
  - iv. Because travel is booked 4-6 weeks in advance, additional fees may apply for late booking, and last-minute rescheduling or cancellation.
- b. **Remote Professional Services:** For any Professional Services that Renaissance will provide remotely, the following shall apply:
  - i. Licensee shall provide facilities for its participants.
  - ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant and a hard-wired broadband internet connection for the computer that is projecting the online presentation.
  - iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 3-5 business days prior to the event.
  - iv. Any materials sent electronically to support the session must be printed by Licensee for each participant.
- c. **Learning Environment:** Professional development sessions are designed to engage learners with hands-on experiences in the Applications, customization to group needs, and individualized support. Licensee assumes the responsibility for any diminished quality and/or satisfaction concerns if an appropriate learning setting is not provided by Licensee, including, without limitation, keeping to group size limits provided by Renaissance and providing facilities that meet technology and learning environment requirements.
- d. **Ownership:** All print and digital content provided as a part of the service is the sole property of Renaissance and is deemed Content under the Agreement. Recording or reproduction in any form is not permitted. Renaissance does not provide copies of any of the PowerPoint presentations presented during any seminar, webinar or any other presentation.
- e. **Learning Outcomes:** It is the responsibility of the Licensee to participate in a planning call with Renaissance a minimum of 3-5 business days for remote Professional Services and 4-6 weeks for onsite Professional Services, prior to the delivery of the Professional Services to determine the agreed upon learning outcomes. Renaissance will plan the delivery of the Professional Service to meet those pre-determined learning outcomes. At times the needs expressed by the participants of the Professional Services event do not exactly match the learning outcomes identified in the pre-planning meeting. Renaissance will use commercially reasonable efforts to address those needs as time allows, but Renaissance will first focus on fulfilling the learning outcomes agreed to during the pre-planning meeting.

# RENAISSANCE

## US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries (“**Renaissance**,” “**We**,” “**Us**,” “**Our**”) are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

### Definitions

Capitalized words have special meaning and are defined below.

“**Educators**,” “**You**,” “**Your**” means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

“**Authorized User(s)**” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

“**Products**” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“**Data Protection Legislation**” means the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and any other applicable state education privacy laws and regulations specific to Your Data.

“**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both “personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

“**De-identified Data**” is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

### Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.
- **Device Information:** We log information about You and/or Your Authorized User’s computing device when they use the Products including the device’s unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User’s computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users’ computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).

Effective Date: 4/17/2020

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- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

## How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
  - aggregate reporting and analytics purposes
  - general research and the development of new technologies
  - improving educational products
  - developing and improving educational sites, services and products
  - where applicable, to support any of the uses above or any other legitimate business purpose

## How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.
- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

## Security

Your Data is stored on servers in the United States. The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

## Date Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.

# RENAISSANCE<sup>®</sup>

**Contractual Customers:** When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

**Freckle Product Free-Version:** If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

## Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems. The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

## Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

## Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at [privacy@renaissance.com](mailto:privacy@renaissance.com). We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

## Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

## Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws

or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

## Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to [privacy@renaissance.com](mailto:privacy@renaissance.com) or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78<sup>th</sup> St, Suite 220, Bloomington, MN 55439.

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## Privacy Hub

Last updated: May 1, 2020



### Note to Parents of Students who use Renaissance's Products

Renaissance Learning, Inc. ("Renaissance") provides software products primarily to educational institutions. If your child's educational institution uses products such as Renaissance Accelerated Reader®, Renaissance Star 360®, myON®, myIGDIs®, Schoolzilla®, or Freckle®, please see our US Products Privacy Notice for more information regarding our privacy and security practices around student and educational data. Please note that the collection, input, use, retention, disposal, and disclosure of any private information in our software products is controlled solely by your child's educational institution. If you have questions regarding your child's educational record, please contact your child's educational institution for support. Renaissance will act upon the instructions of your child's educational institution with regards to parental inquiries about their child's student data. Renaissance cannot delete, change, or divulge any student records from our software products unless authorized by your student's educational institution.

If you are a parent or guardian serving students who reside in the State of California in connection with our direct to consumer products Freckle or myON – Home School Buyer's Club Edition please see our Privacy Notice for California Residents for more information regarding our privacy and security practices around student data.



### Products: Privacy Notices

For information on Renaissance practices with respect to our software products and the privacy of all student data, refer to the

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# Website Privacy Notice

Effective date: 4/16/2020

Renaissance Learning, Inc. and its subsidiaries (collectively, “**Renaissance**”) consider the privacy and security of visitors to our websites to be of paramount importance. We have developed this privacy notice to inform you about our collection, use, and disclosure of personally identifiable information and non-personal information we receive from users of renaissance.com, freckle.com, myigdis.com, schoolzilla.com or related Renaissance websites where this Privacy Notice appears, including users accessing such website through content provided via emails from Renaissance (collectively, the “**Website**”). This Website is intended for users from the United States. For visitors from the European Union, please use renlearn.co.uk, which is governed by a different privacy notice.

Unless otherwise defined in this Privacy Notice, terms used in this Privacy Notice have the same meanings as in our Terms of Use, accessible at renaissance.com/terms-of-use.

## Information Collected on this Website

When you access or use the Website, we may collect two types of information: (1) personally identifiable information; and (2) information that is not personally identifiable. Personally identifiable information includes information that identifies you personally, alone or in combination with other information available to us. Examples of personally identifiable information may include an individual’s name, address, telephone number, email address, and school or district information.

As part of the standard operation of the Website, you may submit personally identifiable information. For example, when you create an account, you may provide personally identifiable information. In addition, should you attempt to communicate with Renaissance via the Website, email, phone, or response cards, you may provide us with personally identifiable information and we may keep your message, email address, contact information, and other personally identifiable information. At your option, you may provide additional personally identifiable information about yourself. When you visit the Website, however, you are not required to create an account with the Website or provide any personally identifiable information.


As part of the standard operation of the Website, we also collect non-personal information from you, including your browser type, operating system, IP address and the domain name from which you accessed the Website. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Website, the areas or pages of the Website that you visit, the amount of time you spend viewing the Website, the number of times you return to the Website, the referring web page, pages visited, location, your mobile carrier, device and application ID’s and other click-stream data.

We use a variety of third-party service providers to help provide the Website and to help us understand the use of the Website. These third-party service providers may use cookies, web beacons or similar technologies to collect information sent by your browser as part

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

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[GDPR | CCPA](#) with you regarding Renaissance or the Website;

 Provide you with customized content and advertising for various products or services; 

Administer the Website, monitor its usage, and diagnose problems with it;

Remember you when you return to the Website, so that you don't have to re-submit information and preferences;

Contact you with information and promotional materials and offers from us as well as from our affiliates, partners and other third parties, if you have agreed to receive such communications;

Conduct research to improve our content and services; and

To protect the security or integrity of the Website and our business.

In addition to the examples above, Renaissance may use third-party storage, analytics, credit card processing companies, hosting companies, email service providers, marketing service providers, or Internet service-provider companies to perform some functions including the processing of data. Renaissance may also disclose information to protect our rights or property, to enforce our terms of use and legal notices, as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts (including the issuance of a valid subpoena). We shall have no duty to notify you of such compliance with the law.

Renaissance may sell, transfer, or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

We have the right, but not the obligation, to: (1) retain your personally identifiable information for as long as your account is active or as needed to provide you services or access to or use of the Website; and (2) retain and use your personally identifiable information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We have the right, but not the obligation, to retain your non-personal information whether your account is active, inactive, or deactivated.

## Do Not Track

Certain browsers have settings that allow you to turn on a "Do Not Track" ("DNT") feature. The Website supports DNT by stopping the collection of information that allows us to tailor content based on your recent visits to the Website and third parties (e.g., Partner) websites. When you enable DNT on your browser, we stop the collection of unique browser cookies that links your browser to visits to this Website and across other websites. If you enable DNT on your browser, however, certain features of the Website may not function properly.

We may from time to time use third-party service providers to track and analyze usage of the Website. The third-party service providers access and use cookie and log information in combination with personally identifiable information, such as name, IP address and email addresses, to assist in tracking the Website. These third-party service providers are granted access to the information via the Website.

Subject to the usage of the third-party service providers discussed above, we do not intentionally or knowingly allow other parties to collect personally identifiable information about your online activities over time and across different websites, when you visit the Website, or use any of the services offered on the Website. We do not, however, have control over third parties' activities, including if a third party accesses information based on your visit to the Website.

## Children's Personally Identifiable Information

We do not direct the Website to nor do we knowingly collect any personally identifiable information from children under 13 ("children's personally identifiable information"). **Children under the age of 13 are specifically requested to NOT provide any personally identifiable information through this Website.** If you become aware that a child has provided us with personally identifiable information without parental consent, please contact us at [privacy@renaissance.com](mailto:privacy@renaissance.com). If we become aware that a child under 13 has provided us with personally identifiable information, we take commercially reasonable steps to remove such information and terminate the child's account.

## Cookies

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

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you may not be able to use all portions of the Website.

## Web Beacons

We also use “web beacons,” “pixel tags,” “clear GIFs” or similar means (individually or collectively “Web Beacons”) on our Website. A Web Beacon is an electronic image, often a single pixel, embedded on web pages. Web Beacons are ordinarily not visible to users. Web Beacons allow us to count the number of users who have visited certain pages of the Website, to deliver branded services, and to generate statistics about how our Website is used.

## Email Lists

Renaissance maintains email lists to keep interested parties informed about our company, events, products, support, and more. We do not sell the addresses on our list, but we may make information available to specific business partners, sponsors, or service providers.

Users may voluntarily request to join our mailing lists by signing up or opting in through a form on our Website. To be removed from a Renaissance email and/or mailing list, email [privacy@renaissance.com](mailto:privacy@renaissance.com) with REMOVE ME in the subject line, or update your email preferences by editing your profile anytime at [renaissance.com/emailpreferences](https://renaissance.com/emailpreferences).

## Accessing, Changing or Deleting Your Information

If your personally identifiable information changes or you desire to correct, amend, or delete information that is demonstrated to be inaccurate or incomplete, Renaissance will take reasonable steps to permit the correction, amendment, or deletion of your information. To do so, please send an email message to [privacy@renaissance.com](mailto:privacy@renaissance.com) and putting the word “UPDATE” in the subject line of the message. If you desire to delete your account, please go to your account and follow the instructions to delete that account.

EU Individuals have the right to access their personal information. Upon request, Renaissance will grant individuals access to personal information that it holds about them provided there is no information about third parties. In such cases, Renaissance will redact such third party information.

## Security

Your personally identifiable information will generally be stored in databases maintained by Renaissance or our service providers. Most of these databases are stored on servers located in the United States. Renaissance may use third-party storage or service-provider companies to store your personally identifiable information, some of which may be outside of the United States.

We have taken certain physical, electronic, contractual and administrative steps to protect the confidentiality, security, and integrity of your personally identifiable information. However, no method of transmission over the Internet or method of electronic storage is completely secure, and we cannot guarantee its absolute security. It is your responsibility to maintain the confidentiality of your Website account information.

## International Transfer

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Renaissance transfers information to the United States and processes it there. Your consent to this Website Privacy Notice followed by your submission of such information represents your agreement to that transfer.

## EU – U.S. Privacy Shield

Our site uses cookies to ensure you have the best possible experience. By continuing to use the site, you agree to this process.

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When Renaissance transfers your personal data to a third party, Renaissance will ensure that the third party is contractually bound to process your data only for limited, specific purposes consistent with this Website Privacy Notice. Renaissance will also ensure that the third party will apply the same level of protection to that data as the EU-U.S. Privacy Shield Principles and will notify us if it makes a determination that it can no longer meet this obligation. Renaissance also complies with the Privacy Shield Principles for the onward transfer liability provisions. You have the option to request that your personal data not be disclosed to a third party, although this may impact your ability to access or the functionality of our products and services.

You can also request that the personal data not be used for a purpose materially different than that for which it was collected or authorized. Please use the contact information below to inquire further or to make a request.

With respect to personal data received or transferred pursuant to the Framework, Renaissance is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. Privacy Shield, Renaissance strives to resolve all complaints about privacy and the collection or use of customer information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email to [privacy@renaissance.com](mailto:privacy@renaissance.com). If you have any unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider JAMS.

Under certain conditions, more fully described on the Privacy Shield website at [privacysshield.gov/article?id=How-to-Submit-a-Complaint](http://privacysshield.gov/article?id=How-to-Submit-a-Complaint), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

## Links to Other Websites and Services

Users visiting our website may find links to websites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another website. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site is appropriate and of interest to visitors to our Website, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Renaissance is not responsible for, and has no control over, the content or privacy policy of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Renaissance's.

## Changes to Website and Website Privacy Notice

We constantly update the features of the Website to better serve you and all our customers, so this policy may also be revised from time to time. Renaissance may modify this policy without advance notice and any modifications are effective when they are posted here. By using the Website, you indicate your understanding and acceptance of the terms of the policy posted at the time of your use. If you have any questions, please contact us at your convenience.

## Questions?

If you have any questions about this Website Privacy Notice, the practices of the Website, or dealings with the Website or with Renaissance, please send us an email at [privacy@renaissance.com](mailto:privacy@renaissance.com) or contact us by mail at:

ATTN: Privacy Inquiry | DPO

6625 W. 78th Street, Suite 220, Bloomington, MN 55439



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### Our mission

To accelerate learning for all children and adults of all ability levels and ethnic and social backgrounds worldwide

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## Data Protection Addendum

1. United States With respect to Authorized Users in the United States, the following provisions shall apply:
  - 1.1 Definitions

"Data Protection Legislation" means applicable federal, state, local, municipal, and foreign laws and regulations applicable to privacy, Personally Identifiable Information or Licensee Data, including, but not limited to, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act.

"Personally Identifiable Information" or "PII" means information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following:

    - Any information that can be used to distinguish or trace an individual's identify such as full name and date of birth;
    - Any other information that is linked or linkable to an individual such as educational information;
    - Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person, including persistent identifiers.

"Process" shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be the means by which Renaissance collects, uses, stores, discloses, or transfers PII.
  - 1.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
  - 1.3 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User's parent or guardian) to allow Renaissance to Process the Licensee PII via the Application and Hosting Services and for Renaissance to collect and use to as described herein and the Privacy Policy (collectively, the "Notices and Consents"). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
  - 1.4 Renaissance Obligations.
    - a. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee PII Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
- b. The Privacy Policy provides a list of third party entities that Process the Licensee PII on Renaissance's behalf ("Sub-processors") and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee PII to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 1.4(b) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy.
- c. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee PII (a "Security Incident"), Renaissance shall inform Licensee within a reasonable amount of time with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.

- 1.5 Data Subject Inquiries. Authorized Users may review and amend PII by contacting the Licensee and following the Licensee's procedures for amending PII. Licensee shall handle all Authorized User's inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation.

- 1.6 Authorized Disclosure of Licensee Data and PII.
  - a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including PII ("Disclosed Data"), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing

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feature from within the Applications (each an "Authorization"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "Transfer") the Disclosed Data to the recipients that Licensee selects (the Recipients").

- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
- c. Licensee acknowledges that the Disclosed Data may contain PII and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 2.6 applies, Licensee shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their PII by the Recipients.
- d. Renaissance makes no warranty (a) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (b) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.

1.7 Data Retention. Licensee PII is removed from the Applications upon the termination or expiration of the Subscription Period and, if requested in writing by the Licensee, is returned to the Licensee in a standard file format. Licensee Data that does not include PII may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee PII removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications.

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2. European Economic Area. With respect to Authorized Users in the European Economic Area, the following provisions shall apply:
- 2.1 Definitions
- “Controller” shall have the same meaning as set out in the GDPR.
- “Data Protection Legislation” means (1) the EU General Data Protection Regulation (Regulation 2016/679) (“GDPR”); (3) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (4) all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by a Supervisory Authority.
- “Data Subject” shall have the same meaning as set out in the GDPR.
- “Data Subject Request” means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation (including requests to access, rectify, erase, object to, restrict processing of, or port his or her Personal Data).
- “Personal Data” shall have the same meaning as set out in the GDPR.
- “Processing” has the meaning given to it under the GDPR (and “process” and “processes” shall be construed accordingly) but, for the purposes of the Agreement, it shall include both manual and automatic processing.
- “Processor” shall have the same meaning as set out in the GDPR.
- “Special Categories of Data” shall have the same meaning as set out in the GDPR.
- “Staff” means all persons employed by Renaissance to perform its obligations under the Agreement together with Renaissance’s servants and agents and those of any other member of the Group of companies (as defined in s.474 Companies Act 2006) of which Renaissance is a member, used in the performance of its obligations under the Agreement.
- “Supervisory Authority” shall have the same meaning as the GDPR (and shall also include any equivalent national regulatory body in a non-European Member State).
- 2.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
- 2.3 Controller and Processor. The parties acknowledge that with respect to Personal Data in the Licensee Data (“Licensee Personal Data”), (i) Licensee is the Controller and Renaissance is the Processor and (ii) Renaissance shall Process such Licensee Personal Data strictly on behalf of Licensee for the purposes described in the Agreement and the Privacy Policy, or as otherwise agreed in writing by the parties. Licensee (the Controller) appoints Renaissance as Processor to Process the Licensee Personal Data described in the Agreement and the Privacy Policy.
- 2.4 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User’s parent or guardian) to Process the Licensee Personal Data to Renaissance via the Application and Hosting Services and for Renaissance to collect and use as described herein and the Privacy Policy (collectively, the “Notices and Consents”). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
- 2.5 Renaissance Obligations. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
- Take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Licensee Personal Data and ensure that the Staff (i) are aware of and comply with Renaissance’s duties, (ii) are under a duty of confidentiality with respect to their Processing of the Licensee Personal Data; and (iii) have undergone adequate training in the use, care, protection and handling of Licensee Personal Data.
  - Not Process any Licensee Personal Data in any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to the Data Protection Legislation unless legitimate and approved mechanisms/processes are in place to protect such data. Renaissance may Process and transfer Licensee Personal Data through and to entities in the United States which are duly certified under the Privacy Shield or otherwise comply with the onward transfer requirements.
  - Use its reasonable efforts to assist Licensee to comply with its obligations under the applicable Data Protection Legislation where required, and shall not perform its obligations under the Agreement to the extent that Renaissance is aware, or ought reasonably to have been aware, that the same would cause Licensee to be in breach of such obligations.
  - The Privacy Policy provides a list of third party entities that Process the Licensee Personal Data on

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Renaissance's behalf ("Sub-processors") and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee Personal Data to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 1.5(d) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy. Renaissance will inform Licensee of any changes to the Sub-processors via email to the email address Renaissance has on file] (10) days prior to the appointment of the new Sub-processor(s). Licensee may object to Renaissance's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Renaissance will either not appoint the new Sub-processor(s) or otherwise resolve the objection to the reasonable satisfaction of the Licensee. If Renaissance is unable to do so, Licensee may terminate the Agreement at any time if the Licensee objects to a new Sub-processor, in accordance with the terms of this subsection, by providing Renaissance with written notice. If Licensee elects to terminate under this subsection to cover administrative costs, Licensee shall receive a prorated refund for remainder of the Subscription Period.

- e. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a "Security Incident"), Inform Licensee without undue delay with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.
- f. Make available to Licensee reasonable information and documentation necessary to demonstrate Renaissance's compliance its obligations in this Section 9.5, in satisfaction of any audit right that the Licensee may have under the Data Protection Legislation.

2.6 Data Subject Inquiries. Authorized Users may review and amend Personal Data by contacting the Licensee and following the Licensee's procedures for amending

Personal Data. Licensee shall handle all Authorized User's inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation. Renaissance shall notify Licensee within 5 working days if it receives

- a. From any individual (or third party on his/her behalf),
  - (i) a Data Subject Request (or purported Data Subject Request) or
  - (ii) any other request, complaint or communication relating to the Licensee's obligations under Data Protection Legislation.
- b. Any communication from a Supervisory Authority in connection with Licensee Personal Data; or
- c. A request from any third party for disclosure of Licensee Personal Data where compliance with such request is required or purported to be required by law.

Renaissance shall provide the Licensee, upon request, with reasonable cooperation and assistance in relation to any complaint, communication or request made as referred to in Section 1.6(a)-(c) above.

2.7 Authorized Disclosure of Licensee Data and Personal Data.

- a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including Personal Data ("Disclosed Data"), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing feature from within the Applications (each an "Authorization"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "Transfer") the Disclosed Data to the recipients that Licensee selects (the Recipients").
- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
- c. Licensee acknowledges that the Disclosed Data may contain Personal Data and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 1.7 applies, Licensee shall ensure that it fully

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complies with its obligations as Controller and shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients. Furthermore, the Licensee shall undertake any further requirements necessary as outlined either in the Agreement, or within the Privacy Policy, including, but not limited to, the issue of a Fair Processing Notice by the Licensee to the Authorized Users.

- d. Renaissance makes no warranty (a) that the Disclosed Data is complete and accurate, (b) that the Transfer is in compliance with applicable Data Protection Legislation or Licensee's organization's policies, (c) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (d) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.

2.8 Data Retention. Licensee Personal Data is removed from the Applications upon the termination or expiration of the Subscription Period and upon confirmation that Licensee will not be renewing. Additionally, if requested in writing by the Licensee (within 28 days), Licensee Personal Data can be returned to the Licensee in a standard file format. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee Personal Data removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications. Reactivation prior to deletion of the data can only occur upon written request by an authorized representative of the Licensee.

2.9 Data Protection Impact Assessment: If Renaissance believes or becomes aware that its Processing of the Licensee Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform Licensee and provide reasonable cooperation to Licensee (at Licensee's expense) in connection with any data protection impact assessment that may be required under applicable Data Protection Legislation.

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3. Other Countries. With respect to Authorized Users in all other countries, the following provisions shall apply:
  - 3.1 Definitions

“Data Protection Legislation” means applicable federal, state, local, municipal, and foreign laws and regulations applicable to personal information.

“Personal Data” shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning exists, it shall mean information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following (i) any information that can be used to distinguish or trace an individual’s identify such as full name, social security number, date and place of birth, mother’s maiden name, or biometric records; (ii) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information; or (iii) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

“Process” shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall have the meaning set forth in the Data Protection Legislation applicable to the United Kingdom.
  - 3.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
  - 3.3 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from (a) the Authorized Users (or such Authorized User’s parent or guardian) to Process the Licensee Personal Data to Renaissance via the Application and Hosting Services and for Renaissance to collect and use as described herein and the Privacy Policy (collectively, the “Notices and Consents”). Licensee represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.
  - 3.4 Renaissance Obligations.
    - a. Renaissance shall implement, maintain and use appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Applications. Renaissance agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.
    - b. The Privacy Policy provides a list of third party entities that Process the Licensee Personal Data on Renaissance’s behalf (“Sub-processors”) and Renaissance imposes data protection terms on such Sub-processors that require it to protect the Licensee Personal Data to the standard required by Data Protection Legislation. Renaissance shall remain liable for any breach of this Section 2.4(b) caused by an act, error or omission of its Sub-processor. Licensee consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement and the Privacy Policy.
  - c. If it becomes aware of confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a “Security Incident”), Inform Licensee without undue delay with respect to the Security Incident and provide reasonable information and cooperation to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee of all material developments in connection with the Security Incident.
- 3.5 Data Subject Inquiries. Authorized Users may review and amend Personal Data by contacting the Licensee and following the Licensee’s procedures for amending Personal Data. Licensee shall handle all Authorized User’s inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee’s express written permission, will make such amendment according to applicable Data Protection Legislation.
- 3.6 Authorized Disclosure of Licensee Data and Personal Data.
  - a. At the request of Licensee, Licensee hereby acknowledges and agrees that Renaissance may provide Licensee Data or a sub-set of Licensee Data, including Personal Data (“Disclosed Data”), to a third party who is a provider of a third-party service to the Licensee or to whom Licensee is required to provide Disclosed Data (e.g., State Board of Education). Licensee shall make such a request to provide the Disclosed Data to the third party either (a) in writing and / or (b) via the Authorized User of the Administrator Account by enabling the data sharing feature from within the Applications (each an “Authorization”). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the “Transfer”) the Disclosed Data to the recipients that Licensee selects (the Recipients”).

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- b. Licensee warrants that the Authorized User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data to the Recipients on behalf of the Licensee.
  - c. Licensee acknowledges that the Disclosed Data may contain Personal Data and may be subject to Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way for disclosure of Personal Data to the Recipients under the terms of the Agreement. In the event that this Section 2.6 applies, Licensee shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents or guardians) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients.
  - d. Renaissance makes no warranty (a) that the Disclosed Data is complete and accurate, (b) that the Transfer is in compliance applicable Data Protection Legislation or Licensee's organization's policies, (c) that the use of the Disclosed Data by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Licensee's organization's policies or (d) that the Disclosed Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the Transfer. Licensee acknowledges that the Disclosed Data will be provided on an "as is", "as available" basis.
- 3.7 Data Retention. Licensee Personal Data is removed from the Applications upon the termination or expiration of the Subscription Period and, if requested in writing by the Licensee, is returned to the Licensee in a standard file format. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Licensee Personal Data removed from the Applications will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Applications.