

**Evanston Township High School District 202
and SchoolLinks, Inc.
Data Privacy Addendum (Student Data)**

This Data Privacy Addendum (the "Addendum") by and between Evanston Township High School District 202 (the "School District") and SchoolLinks, Inc. (the "Company") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

College and Career Readiness Software and Related Implementation Services

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.2*, the School District will provide the following categories or types of School District Data to the Company:

STUDENT
Student ID

First Name
Last Name
Grade
Gender
Birthday
Class Year
Email
School Name
Ethnicity
Race
Transcript
College Applied
GPA
College Admissions Test Scores
State Assessment Scores
Courses Taken
Scholarship
Attendance
Certification
FAFSA
ASVAB
Parent Name
Parent Email
Parent Phone Number
Parent Child Relation
Parent Occupation

STAFF

Staff ID
First Name
Last Name
Position
Email
Phone Number
Caseload

Any other information districts might choose to upload to SchoolLinks for visualization

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 *School Officials Requirements.* The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the

purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 Internal Company Disclosure. The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 Safeguards. The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 Security Procedures and Practices. The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized

access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 Data Return/Destruction. Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or

if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 4.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 5.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred; the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release

of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

- 5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.
- 5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

- 6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;
- 6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or
- 6.1.3 Sell or rent a student's information, including covered information. This *Section* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA

Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.5% in a calendar month, the School District shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School District's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first had access to the Services through the date of termination.
- 7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School District shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School District first has access to the Company's products or services through the date of termination.
- 7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School District for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.
- 7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School District and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.
- 7.5 *Insurance.* During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- 7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a

minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;

- 7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- 7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
- 7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate;
- 7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease - Each Employee; \$1,000,000 - Policy Limit; and
- 7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School District. The Company will defend, hold harmless, and indemnify the School District from any claims brought by a third party against the School District to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the School District's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School District the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School District the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School District's license to use the Company's product.
- 7.7 *No Indemnification or Limitation of Liability by School District.* Any provision included in the Agreement that requires the School District to indemnify the Company or any other party is deleted and shall not apply to the School District. Any provision in the Agreement, except for Section 6.7 of this Addendum, that limits the Company's liability, requires the School District to release the Company for claims the School District may have against the Company is deleted. Further, any provisions requiring the School District to release its class action rights is deleted.
- 7.8 *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7.9 *Taxes.* The School District is a tax-exempt organization. Federal excise tax does not apply to the School District and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 7.10 *Payments.* The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 7.11 *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood,

embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

- 7.12 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 7.13 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.14 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.15 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.
- 7.16 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School District may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.
- 7.17 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.

7.18 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

SchoolLinks, Inc.



Signature
Katie Fang

Name
CEO

Title
7/6/2020

Date

Evanston Township High School
District 202



Signature

Michael Corcoran

Name

Chief Technology Officer

Title

6-18-2020

Date

Exhibit A
Agreement

Agreement
College and Career Readiness Software Platform

This Agreement ("Agreement", as further defined in the paragraph immediately below) is entered into and effective on the last date that the Agreement is fully executed by the Parties (as defined herein below) by and between **Evanston Township High School District 202**, an educational institution ("Institution"), and **SchoolLinks, Inc.**, a business entity ("**SchoolLinks**"). Institution and SchoolLinks (collectively "Parties" and singularly a "Party") agree as follows:

This Agreement consists of the Signature Page and the following: The Terms and Conditions set forth below and all contents hereof in the attachments:

- **Quotes (Exhibit A)**

Terms and Conditions

1. **SCOPE OF WORK.** SchoolLinks agrees to provide Services as detailed in Exhibit B, in a prompt, timely and professional manner. SchoolLinks agrees services will not begin and payments will not be made by Institution until the Agreement is fully executed, a purchase order has been issued by Institution to SchoolLinks and an invoice has been submitted by SchoolLinks to Institution.
2. **TERM OF AGREEMENT.** Subject to Section 4, the term of this agreement shall begin upon full execution of this Agreement and continue **through June 30th, 2023** unless otherwise terminated according to Section 4.
3. **FEES.** Certain websites or features of SchoolLinks are outside of Scope of Work, and may require a fee for access or use. Such fees are subject to the provisions of this section.
 - 3.1. **CHARGES AND PAYMENTS.** Institution will pay all fees or charges to its account in accordance with the billing terms in effect at the time a fee or charge is due and payable (Exhibit B). Service fees are non-refundable whether or not Institution actively uses the Service. Institution may add additional, optional features by request. SchoolLinks reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least sixty (60) days prior notice to Institution; provided, however that such fees shall not become effective for Institution for services then in effect on Institution's account until the next renewal period for Institution's account.

3.2. **BILLING AND RENEWAL.** SchoolLinks charges in advance for use of the Services, unless otherwise noted herein. SchoolLinks will notify Institution of the opportunity to renew the Service approximately ninety (90) days or more prior to the subscription expiration date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Institution shall be responsible for payment of all such taxes, levies, or duties as may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of SchoolLinks). This agreement will automatically renew at the end of each term for a further term of 3 years unless either party gives the other written notice of termination at least 90 days prior to the end of the relevant term.

3.3. **BILLING INFORMATION.** Institution agrees to provide SchoolLinks with complete and accurate billing and contact information. This information includes legal name, street address, e-mail address, and name and telephone number of an authorized billing contact. Institution agrees to update this information within thirty (30) days of any change to it.

3.4. **NON-PAYMENT AND SUSPENSION OF ACCESS AND SERVICE.** Institution's account will be considered delinquent if payment in full is not received within sixty (60) days of the date of an invoice. SchoolLinks reserves the right to suspend or terminate this Agreement and Institution's and Institution's Users access to the Service if Institution's account becomes delinquent. Delinquent invoices are subject to an interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Institution will continue to be charged during any period of suspension. If Institution or SchoolLinks initiates termination of this Agreement, Institution will be obligated to pay the balance due on the account computed in accordance with Section 3.1 Charges and Payments. Institution agrees that SchoolLinks may charge such unpaid fees to Institution's credit card, if applicable, or otherwise bill Institution for such unpaid fees. SchoolLinks also reserves the right to impose a separate reconnection fee should Institution thereafter again request access to the Service.

4. **TERMINATION OF AGREEMENT.** Except as otherwise allowed below, this Agreement shall terminate on the expiration date, unless extended by written mutual agreement of Institution and SchoolLinks at the time final service is completed.

4.1. **TERMINATION FOR CAUSE.**

4.1.1. Any breach of payment obligations or unauthorized use of the Service by Institution or User will be deemed a material breach of this Agreement. SchoolLinks, in its sole discretion, may terminate Institution's and Users'

passwords, accounts or use of the Service if institution or Users breach or otherwise fails to comply with this Agreement

- 4.1.2. If SchoolLinks becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, Institution shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice of such termination and specifying the effective date.

4.2. DATA RETENTION.

- 4.2.1. SchoolLinks agrees and acknowledges that Institution owns all Institution and User data hosted on the service by SchoolLinks. Institution agrees and acknowledges that SchoolLinks has no obligation to retain Institution Data, and may delete Institution Data, more than thirty (30) days after termination. Upon termination of this Agreement, or at the discretion of Institution, Institution may request in writing that Institution Data be deleted, and SchoolLinks shall comply with such written request within thirty (30) days after termination. SchoolLinks has no obligation to retain Institution Data if Institution or Users have materially breached this Agreement and such breach has not been cured within thirty (30) days of notice of such breach. SchoolLinks has no obligation to retain Institution Data if the account is delinquent, and such Institution Data may be irretrievably deleted. Prior to deletion, SchoolLinks may charge a reasonable fee, for which payment shall be made in advance, to transfer Institution Data to Institution in a reasonable manner.
- 4.2.2. In the event that a student graduates or withdraws from the Institution, SchoolLinks shall obtain separate and specific written confirmation from a legal guardian or student 13 years of age or older evidencing consent for that Information to be safely stored and maintained.

5. INSTITUTION AND USER RESPONSIBILITIES

- 5.1. **INSTITUTION RESPONSIBILITIES.** Institution is responsible for any and all activities (other than User purchases) that occur under Institution's and its Users' accounts. Institution shall: (i) maintain the confidentiality of Users' names and passwords; (ii) notify SchoolLinks immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to SchoolLinks immediately and use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Institution; (iv) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data collection, use, disclosure and privacy; international

communications; and the exportation of technical or personal data; (v) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide false identity information to gain access to or use the Service.

5.2. USER RESPONSIBILITIES. Users are responsible for any and all activities that occur under their accounts. Users shall: (i) maintain the confidentiality of their names and passwords; (ii) notify Institution who provides Users' access immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Institution who provides Users' access immediately and use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Users; (iv) use the Service in compliance with all applicable local, state, federal, and international laws, regulations, and conventions, as well as with the terms and conditions of this Agreement; and (v) not impersonate another user of the Service or provide false identity information to gain access to or use the Service. Users will not attempt to change any fields that are not intended for User modification. Any attempt by Users to view or manipulate the records of another User will be deemed a material breach and, in addition to exercising its termination rights under this Agreement, SchoolLinks may, in its discretion, inform any relevant authorities.

6. SECURITY.

6.1. The Service has security measures in place to help protect against the loss, misuse, and alteration of the data under SchoolLinks's control. When the Service is accessed using a supported web browser, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. SchoolLinks also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Finally, the Service requires unique account identifiers, usernames, and passwords that must be entered each time a Institution or User signs on. These safeguards help to prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data. The Internet, however, is not perfectly secure and SchoolLinks shall not be responsible for security breaches not reasonably within its control.

6.2. In the event of unauthorized access to Institution personal information, SchoolLinks shall provide notice to institution within forty-eight (48) hours of discovery and the unauthorized access and in accordance with applicable laws,

and will reasonably cooperate with Institution in providing any required notice to Institution End Users. SchoolLinks shall also provide Institution with information regarding the nature and scope of the unauthorized access, steps taken to mitigate the incident and safeguards to prevent similar incidents in the future.

6.3. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA").** In the event Institution is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the Parties agree as follows: (A) Institution appoints SchoolLinks as a "school official" as that term is used in FERPA §99.7(a)(3)(iii) and 99.31 (a)(1) and as interpreted by the Family Policy Compliance Office, and determines that SchoolLinks has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) SchoolLinks acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Institution by SchoolLinks in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill SchoolLinks' responsibilities under the Agreement. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically.

7. **ENTIRE AGREEMENT AND AMENDMENT.** This agreement constitutes the entire Agreement of the Parties, and it may not be changed, altered, amended, modified, or rescinded except by written agreement signed by the duly authorized representatives of the Parties.
8. **ASSIGNMENT.** Neither Party shall assign this Agreement without the other Party's prior written consent; except that SchoolLinks may assign this Agreement without Institution's consent to an entity: possessing a controlling interest in SchoolLinks; that is under common control with SchoolLinks; or in which SchoolLinks possesses a controlling interest. Irrespective of any assignment authorized by this Section, SchoolLinks shall be legally bound by and subject to the Agreement, and any permitted SchoolLinks assignee shall accept such assignment with the express written acknowledgement that it shall be bound by all terms and obligations set forth in this Agreement. Any prohibited assignment shall be void. This Agreement inures to the benefit of and will be binding upon Institution and SchoolLinks and their respective successors and permitted assigns.
9. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the Party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.



Year 1 Items

Comprehensive License

This license type offers all features SchoolLinks has to offer including course planner and state accountability driven key readiness indicators.

All parents and staff accounts are included.

Annual Service Package: White Glove

Training & Support

- Year Round Live Chat
- Online Course & Certification
- Self-serve Help Center
- Communal Training Webinar
- Email Support
- Phone Support

Implementation & Integration

- Pre-built Lesson Plans
- Unlimited Implementation Calls/Webinars
- SSO (Clever, ClassLink, Google)
- Self-serve Data Uploader
- SFTP/API Automated Data Upload
- Data Migration & Maintenance
- Course Catalog Audit
- Course Catalog Loading & Configuration
- Course Catalog Post Year 1 Maintenance
- State Accountability Indicator Configuration
- Dedicated Implementation Manager

Dedicated Webinar Training

75 min session of dedicated webinar training for your district/school

Application & Transcript Manager

Unlimited send per high school (enrollment more than 1000)

Unit Cost	Unit	Quantity	Subtotal
\$5.00	Seat	3,600	\$18,000.00
\$15,000.00	Year	1	\$15,000.00
\$750.00	Session	3	\$2,250.00
\$1,500.00	Year	1	\$1,500.00
Subtotal			\$36,750.00
Total			\$36,750.00



Year 2 Items	Unit Cost	Unit	Quantity	Subtotal
Comprehensive License This license type offers all features SchoolLinks has to offer including course planner and state accountability driven key readiness indicators. All parents and staff accounts are included.	\$5.00	Seat	3,600	\$18,000.00
Annual Service Package: White Glove Training & Support <ul style="list-style-type: none"> • Year Round Live Chat • Online Course & Certification • Self-serve Help Center • Communal Training Webinar • Email Support • Phone Support Implementation & Integration <ul style="list-style-type: none"> • Pre-built Lesson Plans • Unlimited Implementation Calls/Webinars • SSO (Clever, ClassLink, Google) • Self-serve Data Uploader • SFTP/API Automated Data Upload • Data Migration & Maintenance • Course Catalog Post Year 1 Maintenance • State Accountability Indicator Configuration • Dedicated Implementation Manager 	\$8,000.00	Year	1	\$8,000.00
Dedicated Webinar Training 75 min session of dedicated webinar training for your district/school	\$750.00	Session	3	\$2,250.00
Application & Transcript Manager Unlimited send per high school (enrollment more than 1000)	\$1,500.00	Year	1	\$1,500.00
Subtotal				\$29,750.00
Total				\$29,750.00



Year 3 Items	Unit Cost	Unit	Quantity	Subtotal
Comprehensive License This license type offers all features SchoolLinks has to offer including course planner and state accountability driven key readiness indicators. All parents and staff accounts are included.	\$5.00	Seat	3,600	\$18,000.00
Annual Service Package: White Glove Training & Support <ul style="list-style-type: none"> • Year Round Live Chat • Online Course & Certification • Self-serve Help Center • Communal Training Webinar • Email Support • Phone Support Implementation & Integration <ul style="list-style-type: none"> • Pre-built Lesson Plans • Unlimited Implementation Calls/Webinars • SSO (Clever, ClassLink, Google) • Self-serve Data Uploader • SFTP/API Automated Data Upload • Data Migration & Maintenance • Course Catalog Post Year 1 Maintenance • State Accountability Indicator Configuration • Dedicated Implementation Manager 	\$8,000.00	Year	1	\$8,000.00
Dedicated Webinar Training 75 min session of dedicated webinar training for your district/school	\$750.00	Session	3	\$2,250.00
Application & Transcript Manager Unlimited send per high school (enrollment more than 1000)	\$1,500.00	Year	1	\$1,500.00
Subtotal				\$29,750.00
Total				\$29,750.00

Optional Add-Ons



Item	Price	Unit
On Site Training & Consulting	\$2,500.00	Person day
Test Prep (\$4 to \$10 per student depending on volume)	\$4.00	Student/building
Billed by # of student licenses at # of buildings		