

AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
REMIND101, INC.
FOR ONLINE EDUCATION SERVICES

THIS AGREEMENT (“Agreement”) is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as “CCSB” or “School Board” and REMIND101, INC., a Delaware Corporation registered to do business in the State of Florida whose principal address is 12935 Alcosta Blvd Unit 1077, San Ramon, CA 94583, hereinafter referred to as “Contractor” or “Provider” (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, CCSB is interested in utilizing the Contractor’s software license, hosting, implementation, and training services for Remind Hub; and

WHEREAS, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

WHEREAS, Contractor desires to provide their software license, hosting, implementation, and training services for Citrus County Schools.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 2. Terms of Agreement.** The term of this Agreement shall commence on 1 August 2023 and continue until 31 July 2024. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this

Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations.

- 3. Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services (“Products” and “Services”) as outlined in Attachment B - CCSD Order Form 23-24SY, which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or proposals, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:

 - 3.1. This Service Agreement.
 - 3.2. Attachment A – Student Data Privacy Agreement.
 - 3.3. Attachment B – CCSD Order Form 23-24SY
 - 3.4. Attachment C – Terms of Service
 - 3.5. Attachment D – Privacy Policy
- 4. Payment & Compensation.** The Contractor shall provide services in accordance with Attachment B, CCSD Order Form 23-24SY., at the rate of \$3.025.00 per student. The total compensation under this Agreement shall not exceed **FORTY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 AND (\$45,375.00)**. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.
- 5. CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is **Kathy Androski, Director of Educational Technology**.
- 6. Background Screening:** In the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida

Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

- 7. Child Neglect.** The Contractor and its employees shall be subject to the requirements of §39.201, Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline: 1-800-962-2873.
- 8. Indemnification.** In cases where the Contractor has acted with negligence or willful misconduct, the Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by CCSB; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
- 9. Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: CCSB and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of

the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to CCSB thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input type="checkbox"/>	1.	Commercial General Liability Insurance:	
		Bodily Injury and Property Damage Per Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	2.	Product Liability and/or Completed Operations Insurance:	
		Bodily Injury and Property Damage Per Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	3.	Automotive Liability:	
		Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	4.	Workers' Compensation/Employer's Liability:	
		W.C. Limit Required*	Statutory Limits
		E.L. Each Accident	\$500,000
		E.L. Disease – Each Employee	\$500,000
		E.L. Disease – Policy Limit	\$500,000
<input checked="" type="checkbox"/>	5.	Professional Liability Insurance (Errors and Omissions):	
		For services, goods or projects that will exceed \$1,000,000 in values over a year.	
		Each Claim	\$1,000,000
		Annual Aggregate	\$2,000,000

<input checked="" type="checkbox"/>	6.	Cyber Liability and Data Storage:	
		Each Claim	\$1,000,000
		Annual Aggregate	\$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

10. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

11. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a

claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

12. Access to and Retention of Documentation. The CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

13. Contractor's Public Records. Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

13.1. Contractor and its subcontractors shall keep and maintain public records required by the CCSB to perform the service.

13.2. Contractor and its subcontractors shall upon request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

13.3. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CCSB;

13.4. Contractor and its subcontractors upon completion of the contract shall transfer to the CCSB, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CCSB to perform the service. If the Contractor and its subcontractors transfer all public records to the CCSB upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request from the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.

- 13.5. The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CCSB must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.
- 13.6. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.
- 13.7. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUSSCHOOLS.ORG AND PUBLICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**
14. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
15. **Termination.** This Agreement may be canceled with or without cause by CCSB during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.
16. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
17. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the

matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

- 18. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 19. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 20. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 22. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Citrus County, Florida.
- 23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 24. Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CCSB. This

To: Contractor

Remind 101
Attn: Winston Wu
12935 Alcosta Blvd Unit 1077
San Ramon, CA 94583

With a Copy to:

Remind 101
Attn: Ben McCarthy
12935 Alcosta Blvd Unit 1077
San Ramon, CA 94583

28. Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

29. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

30. Excess Funds. Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to CCSB with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by CCSB.

31. Independent Contractor. The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.

32. Conduct While on School Property. The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the

Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and wellbeing of any student or employee of the CCSB. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

33. Copyrights. The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that the CCSB has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School District for purposes related to CCSB business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the CCSB provided that such material was copyrighted by Contractor before performance under this Agreement and was not developed specifically for CCSB under this Agreement.

34. Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

34.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

34.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

34.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

34.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

34.5. Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

35. Confidential Student Information. Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, Contractor, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, Contractor, or sub-Contractors of the Contractor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

36. Confidentiality of Data/Information Provided. CCSB will allow the Contractor access to limited data/information as identified in the Statement of Work as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Statement of Work, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

37. Protection and Handling of Data.

37.1. Data Confidentiality and Security - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected

Information [as required in the Student Data Privacy Agreement attached hereto as Attachment A.

37.2.Compliance - Contractor will not knowingly permit any Contractor's personnel to have access to any CCSB facility or any records or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.

37.3.FERPA - To the extent services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that CCSB shall obtain any necessary consents from parents or students prior to providing student information to Contractor, and CCSB is wholly responsible for providing annual notice to students and parents of their rights with respect to Florida Statutes.

37.4.HIPAA, CIPA, and GLBA - Contractor also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

37.5.Data De-Identification - Contractor may use aggregate data only for product development, research, or other purposes. Contractor must have approval of the CCSB to publish or market CCSB data.

37.6.Data Security – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, CCSB agrees to conform to the following measures to protect and secure data:

37.6.1.Data Transmission. Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other Parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.

37.6.2. Data Storage and Backup. Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Director of Technology for any general or specific case.

Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

37.6.3. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no CCSB data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested Parties except as necessary in order to perform the Services. Any other transmission or exchange of CCSB data is only permitted on a case-by-case basis as specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority.

37.6.4. End of Agreement Data Handling. Contractor will ensure that District Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

37.6.5. Unless prohibited by law or court order, Contractor agrees that upon termination of this Agreement and requested by CCSB in writing it shall erase, destroy, and render unreadable all CCSB data, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.

37.6.6. If CCSB receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Contractor, the CCSB will promptly provide a copy of the application to Contractor. Contractor will promptly supply CCSB with copies of records or information required in order for the CCSB to respond, and will cooperate with the CCSB's reasonable requests in connection with its response.

37.6.7. Upon receipt of a litigation hold request, Contractor will preserve all documents and CCSB data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

37.7.Data Breach - Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify CCSB immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

37.7.1.Mandatory Disclosure of Protected Information - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide CCSB with written notice within 72 hours, so that CCSB may seek an appropriate protective order or other remedy. If a remedy acceptable to CCSB is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon CCSB request, provide CCSB with a copy of its response.

37.7.2.Remedies for Disclosure of Confidential Information – Contractor and CCSB acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage CCSB in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give CCSB the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other

remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants CCSB the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, Contractors, and subcontractors violating the above provisions.

37.7.3. Safekeeping and Security - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

37.7.4. Non-Disclosure – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and CCSB.

37.7.5. Request for Additional Protection - From time to time, CCSB may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline CCSB's request.

37.7.6. Data Ownership- Unless expressly agreed to the contrary in writing, all CCSB Data or PII prepared by Contractor (or its subcontractors) for the CCSB will not be disclosed to any other person or entity.

37.7.7. Contractor warrants to the CCSB that the CCSB will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all CCSB created intellectual property created in the performance of the Agreement to the CCSB, and will execute any future assignments or other documents needed for the CCSB to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Contractor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with Contractor's services (collectively, "Contractor IP"). Contractor grants to the CCSB a personal, nonexclusive license to use the Contractor IP for

its own non-commercial, incidental use as set forth in the end user license Agreement accompanying such software and as contemplated herein. All data of the CCSB remains the property of the CCSB.

37.7.8. It is understood and agreed that the CCSB is the exclusive Owner of the CCSB data and that at no point in time does or will the Contractor become the Owner of any CCSB Data, PII or CCSB files, and that should the Contractor be subject to dissolution or insolvency, CCSB data, PII, or files will not be considered an asset or property of the Contractor. The CCSB reserves the right to demand the prompt return of any and all CCSB data and PII at any time and for any reason whatsoever.

38. Illegal Alien Labor. The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

39. FEDERAL GRANTS TERMS AND CONDITIONS. For any Agreement that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

39.1. Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 39.2. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.
- 39.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 39.4. Energy Efficiency / Conservation (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 39.5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.
- 39.6. Remedies For Violation or Breach of Contract.** Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded vendor cannot provide product, CCSB reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing CCSB for the price differences.
- 39.7. Debarment and Suspension.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility

and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

39.8. Equal Employment Opportunity. During the performance of this contract, Contractor agrees as follows:

39.8.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

39.8.2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

39.8.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

39.8.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or

understanding, a Record Retention and access requirements to all records. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

39.8.5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

39.8.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

39.8.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.8.8. Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.9. Copeland “Anti-Kickback” Act (18 U.S.C. 874 And 40 U.S.C. 276c).

Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

39.10. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

39.11. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

39.12. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704). No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

39.13. All website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

40. Authority to Execute Agreement. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

<p>The School Board of Citrus County, Florida [Redacted Signature] Douglas A. Dodd, Chairman Date: <u>10/10/23</u></p>	<p>Remind 101, Inc. [Redacted Signature] By: Winston Wu Title: SVP - Finance Date: <u>9/6/2023 6:49:46 PM PDT</u></p>
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Attachments: (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B, CCSD Order Form 23-24SY

Attachment C – Terms of Service

Attachment D – Privacy Policy

Contractor Contact Name: Winston Wu

Phone Number: 415-887-1465

Email Address: winston@remind101.com

ATTACHMENT A
AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
REMIND101, INC.
STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Remind101, Inc., located at 12935 Alcosta Blvd Unit 1077, San Ramon, CA 94583 (the “**Provider**”).

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

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

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

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

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

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

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

- ✓ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)

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

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

The designated representative for the LEA for this DPA is:


Name:	Kathy Androski
Title:	Director of Educational Technology
Address:	3741 W. Educational Path, Lecanto, Florida 34461
Phone:	352-746-3437, x2236
Email:	AndroskiK@citrussschools.com

The designated representative for the Provider for this DPA is:

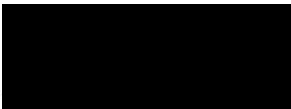
Name: Winston Wu
Title: SVP, Finance
Address: 12935 Alcosta Blvd Unit 1077, San Ramon, CA 94583
Phone: 415-887-1465
Email: winston@remind101.com

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

LEA: The School Board of Citrus County, Florida.

Signature: 
Printed Name: Douglas A. Dodd
Title: Chairman
Date: 10/10/23

Provider: Remind101, Inc.

Signature: 
Printed Name: Winston Wu
Title: SVP, Finance
Date: 9/6/2023 | 6:49:46 PM PDT

STANDARD CLAUSES

Version 1.0

Article I. ARTICLE I: PURPOSE AND SCOPE

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

Article II. ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date

of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

Article III. ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(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 Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

Article IV. ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality Agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
 - (a) **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

5. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
6. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Article V. ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality Agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or

delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

Article VI. ARTICLE VI: GENERAL OFFER OF TERMS

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

Article VII. MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service Agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license Agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the

Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or Agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or Contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

Remind is a communication platform that helps every student succeed by allowing educators to reach students and parents where they are. Remind has helped schools and districts improve family and student engagement, improve student attendance, and helped schools communicate with English language learners and their families. Remind is being used for one and two way texting in over 90% of US school districts. Remind allows you to send a text message for instant communication while keeping personal phone numbers anonymous and archiving all message history.

EXHIBIT "B"**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	X

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	X
	Student course grades/ performance scores	
	Other transcript data - Please specify: Conversations	X
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: city & state at time of signup; date of birth of student; messages sent and received in the platform; classes joined in the platform; family contacts (parents and students); grade level if indicated by teacher or school; IP address; Remind Device ID; payment information	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C"

DEFINITIONS

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

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

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

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

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

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

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

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

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

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

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

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

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

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

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[Insert categories of data here]

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

2. Nature of Disposition

____ Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

X As soon as commercially practicable.

____ By [Insert Date]

4. Signature

[Redacted Signature]

Authorized Representative of LEA

10/10/23
Date

5. Verification of Disposition of Data

[Redacted Signature]

Authorized Representative of Provider

9/6/2023 | 6:49:46 PM PDT
Date

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and **[Insert Name of Originating LEA]** ("Originating LEA") which is dated **[Insert Date]**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

*Provider Name

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

1. Subscribing LEA

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

[Insert Name of Subscribing LEA]

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone
Number: _____

Email: _____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity

Frameworks 2/24/2020

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

Cybersecurity Frameworks

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

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

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

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version _____

[The State Supplement is an **optional** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual Parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

THIS EXHIBIT "H" effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida, (the "Local Education Agency" or "LEA") and Remind101, Inc., (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on the page 2 of the DPA is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the SB and all of SB's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-Parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B.

5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.
7. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
8. Article IV, Paragraph 2 is amended to add the following sentence: 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 Student 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.
9. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: 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, targeted advertising, or other commercial efforts by 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 generating legitimate personalized learning recommendations.

10. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Providers or Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.
11. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment.** None of the Parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA.
12. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** Any “click through” terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the “click through” do not indicate acceptance by the entity.
13. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.
14. Article VII, is hereby amended to add Paragraph 13 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

The School Board of Citrus County, Florida

[Redacted Signature]

Douglas A. Dodd, Chairman

Date: 10/10/23

Remind101, Inc.

[Redacted Signature]

By: Winston Wu

Title: SVP-Finance

Date: 9/6/2023 | 6:49:46 PM PDT



P.O. Box 1077
 San Ramon, CA 94583
 United States

RENEWAL ORDER FORM

Quote Number: Q-80025
 Valid Until: 9/1/2021

Customer Information:

SOLD TO:

Customer Name Citrus County School District
 Contact Name Linda Powers
 Address 3741 W. Educational Path
 Lecanto, FL 34461
 United States
 Email powersl@citruschools.org
 Phone 3527261931 x2211

BILL TO:

Contact Name Kathy Androski
 Address 3741 W. Educational Path
 Lecanto, FL 34461
 United States
 Email androskik@citruschools.org
 Phone (352) 726-1931

Renewal Start Date 8/1/2023
 Renewal End Date 7/31/2024
 Auto Renew Yes

Renewed Contract # 00016314
 Payment Terms Net 30
 Currency USD

Product	Quantity	Unit Amount*	Line Item Amount
Remind Base Plan	15,000	\$3.03	\$45,375.00
Premium Feature: SIS Sync	15,000	\$0.00	\$0.00
Premium Feature: Voice Calls	15,000	\$0.00	\$0.00
Premium Feature: LMS Integrations	15,000	\$0.00	\$0.00
Premium Feature: Advanced Messaging	15,000	\$0.00	\$0.00
Premium Feature: Urgent Messaging	15,000	\$0.00	\$0.00
Premium Feature: Surveys	15,000	\$0.00	\$0.00
Premium Feature: Social Media Posting	15,000	\$0.00	\$0.00
Premium Feature: Grade Level Messaging	15,000	\$0.00	\$0.00
Add-On: Included Enhanced Data Dashboard	8	\$0.00	\$0.00

Product	Quantity	Unit Amount	Line Item Amount
			Renewal Term Charge: \$45,375.00

*The Unit Amount shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Amount displayed above, and are the true and binding totals for this order.

- 1 **PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("Remind") and Citrus County School District (the "District" or "Customer") as of the District's date of signature below (the "Order Form Effective Date").
- 2 **AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind District Plan Standard Agreement located at <https://www.remind.com/district-agreement> (together with the Order Form, the "Agreement"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.
- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Renewal End Date. This Order Form will thereafter automatically renew for additional 12-month terms (each, a "Renewal Term" and collectively with the Initial Services Term, the "Order Form Term"), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least 60 days' prior to the end of the then-current term; (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the District agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is 0.0% above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

Schools Included:

Academy Of Environ. Sciences, Central Ridge Elementary School, Citrus County Renaissance Center, Citrus eSchool 6 - 12, Citrus eSchool K-5, Citrus High School, Citrus Springs Elementary School, Citrus Springs Middle School, Cree School, Crystal River High School, Crystal River Middle School, Crystal River Primary School, Cypress Creek Academy, Floral City Elementary School, Forest Ridge Elementary School, Hernando Elementary School, Homosassa Elementary School, Inverness Middle School, Inverness Primary School, Lecanto High School, Lecanto Middle School, Lecanto Primary School, PACE Center, Pleasant Grove Elementary School, Rock Crusher Elementary School, Withlacoochee Technical Institute

Additional Terms:




P.O. Box 1077
San Ramon, CA 94583
United States

RENEWAL ORDER FORM

Quote Number: Q-8002
Valid Until: 9/1/2022

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

Remind101, Inc.	Citrus County School District
Signature:	Signature: 
Name:	Name: Douglas A. Dodd
Title:	Title: School Board Chairman
Date:	Date: 10/10/23

ATTACHMENT C
TERMS OF SERVICE

Terms of Service

Welcome to Remind. Remind is a messaging platform that helps educators, students, parents and other users send quick, simple messages to any device and for students to gain access to tutoring to advance their learning. Please continue reading to learn about the rules and restrictions that govern your use of Remind's website(s) and all other products, services and applications made available by Remind from time to time (collectively, the "Services"). This Agreement includes the terms in this document, as well as Remind's [Privacy Policy](#), [Copyright Dispute Policy](#), and the [Apple Application Terms](#).

What this is saying

Before using Remind, you need to be at least 18 years old and agree to these terms. If you're under 18, a parent or guardian needs to review and agree to these terms for you.

Will these terms ever change?

We constantly try to improve our Services, so we may update this Agreement as we offer new and improved Services. We may modify this Agreement at any time, but we will do our best to bring this to your attention by posting a notice on the Services or notifying you by email or by some other means. If you don't agree with the new terms, you may reject them but unfortunately you will no longer be able to use the Services. Your use of the Services in any way following notification by Remind constitutes your acceptance of the terms and conditions as modified. We may suspend or discontinue any part of the Services, or we may introduce new features, impose limits on certain features or restrict access to parts or all of the Services at any time. We'll provide you notice when we make a material change to the Services that would adversely affect you.

You represent and warrant to Remind that:

- you are at least 18 years old (or, if you are not at least 18 years old, you have your parent's permission to use the Services, and your parent has read and agrees to this Agreement on your behalf);
- all registration information you submit is accurate and truthful;
- you will maintain the accuracy of such information;

- if you're agreeing to this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to agree to this Agreement on the organization or entity's behalf and bind them to this Agreement (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection, use of, and access to the Services, including ensuring that you have permission to communicate with anyone you choose to interact with through the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

What this is saying

We work hard to improve the Remind experience for you, so our terms may change from time to time. We will update you when we make significant changes. Before continuing to use Remind, it will be important to review and agree to any changes.

Privacy

We take the privacy of our users very seriously. Please read our Privacy Policy, located at remind.com/privacy-policy. Residents of the European Union ("EU"), European Economic Area ("EEA"), or United Kingdom ("UK") may read about our additional commitments concerning your privacy by reviewing our pledges to the principles embodied in the EU-US and Swiss-US Privacy Shield agreements remind.com/privacy-policy#privacy-shield and how Remind complies with the requirements of the EU's General Data Protection Regulation remind.com/privacy-policy#gdp. Remind also complies with the UK Data Protection Act 2018. Remind utilizes Standard Contractual Clauses provided by the EU and approved by the UK's Information Commissioner's Office to effectuate lawful transfers of the personal data of residents of the EU, EEA, or UK to the United States for processing.

What this is saying

Another important document to look at is our [Privacy Policy](#), which outlines what personal information Remind collects from you and how we use that information to provide our service. We take extra steps to be able to lawfully transfer the Personal Data of EU, EEA, or UK residents to the US and to comply with the EU's and UK's privacy regulation and law.

Use by children

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers notify parents of children in the United States and obtain their consent before they knowingly collect personally identifiable information online from children who are under 13. **Remind only collects personal information through the Services from a child under 13 where that student's school, district and/or teacher has agreed, via the terms described below, to obtain parental consent for that child to use the Services and disclose that personal information to Remind.** Except as expressly set forth below, we do not knowingly collect or solicit personally identifiable information from a child under 13. Remind's mechanisms and policies for compliance with COPPA meet or exceed the requirements of the European Union's General Data Protection Regulation for the protection of the Personal Data of children.

- For children under 13 using Remind's messaging or communications Services we may collect a child's name (first and last name), date of birth, email address or telephone number, and the child's parent's email address. We collect these in order to notify the parent that we may contact the child for the purpose of providing the Services for which the child's teacher, Organizer (as described below) or school administrator has signed up to use. For children under 13 using Remind's tutoring Services we may additionally collect a child's voice recording. We collect these in order to provide one-to-one, live tutoring sessions, but all of these elements of children's personal data are deleted within 60 days. Note that if the Remind account of a child under 13 is inactive for at least twelve months (meaning, that account has not sent or received a message through the Remind Services in that time), Remind's policy is to delete the personally-identifiable information associated with that child's account. While we delete the account in these situations, some of the child's data may persist in the files of Remind's agents or service providers for some period of time until it is removed from their systems as well.
- We may collect personal information through the Services from a child under 13 but only in support of the learning environment. For Remind to collect this type of personal information, a student's school, district or teacher must agree to obtain parental consent for that child to use the Services, or Remind must obtain that consent. The student's school,

district or teacher may disclose that personal information to us for a legitimate educational interest.

- If you are a school, district, or teacher, you represent and warrant that you are responsible for complying with COPPA in cooperation with Remind, meaning you must obtain consent from all parents or guardians whose children under 13 will be accessing the Services or work with Remind to ensure Remind has obtained all necessary consents. If you are a teacher, you represent and warrant that you are authorized by your school or district to use the Services. You also represent and warrant that you are entering into these Terms on behalf of your school or district. For more information on COPPA, please [click here](#).
- If you are a school, district, or teacher providing consent on behalf of parents or guardians, you may be required to provide adequate school credentials and a valid school email address to verify your identity.

If we learn we have collected personal information from a student under 13 other than pursuant to the above, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at rmd.me/help.

What this is saying

Remind cares about children's privacy, and complies with COPPA, a law created to protect the privacy of minors. We collect limited information for under-13 users and only if we have parental consent. If we don't have consent from a parent or guardian, we delete the information. If you are a teacher or a school providing consent on behalf of parents, you are also responsible for complying with COPPA. You can [learn more here](#).

Fees and payment; Responsibility for usage charges

Access to and use of Remind itself is free, but we do offer additional features that require fees, such as our Remind Tutoring services. Remind reserves the right to charge fees for certain features. We will notify you when we intend to charge for a service or feature. You will always have the choice whether to use those features. If you continue to use any service or feature after you have been notified of any applicable fees, that use constitutes your acceptance of any new or increased fees.

Through Remind, you may be able to access and use products or services operated by other individuals or companies who are not employed or controlled by Remind (such as, a payment platform to request and/or make payments). If you use any of these products or services, you must review and agree to the additional terms and conditions and privacy policy, as well as pay any applicable fees required to use those products. Any information you agree to provide will be governed by that business' privacy policy.

Note that, by using the Services, you may receive e-mail or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.

Additionally, we have created additional Plans for schools and districts that want additional features. You may learn about Remind Hub here: remind.com/hub#plans.

What this is saying

Remind's basic service is free right now, and we have no plans to charge users for Remind Chat. We will charge fees to those individuals who select our Individual Plans, or those schools or districts that sign contracts to purchase Remind Hub. You may choose to use and pay for additional products and services that we or our partners offer. We'll make it clear when fees are added to Remind. We promise :)

Additional terms

This Agreement applies to all users of our Services, but there are special terms for you depending on what type of user you are and whether you use the service for free, as do the vast majority of our users, or pay for use of Remind.

If you are, for example, a student, teammate or parent who is invited to be or added as a member of a class or group by an Organizer, you are a **Participant**. If you are a staff member of a school or school district that has purchased Remind Hub, and have been given administrative rights, then you are a Verified Administrator. If you are a teacher, tutor or parent who creates a "class" or "group" of members, then you are an **Organizer**. If you are agreeing to this Agreement on behalf of an organization, such as a school or school district, club, or team, you are an **Organization**. If you are purchasing an individual account, you are a **Premium Organizer**. If you are retained by

Remind to work with students to advance their education, you are a **Tutor**. You may not sign up for or use the Services as someone you are not; Remind may disable or terminate your account if you do so. Please read on below to find out what additional terms apply to you.

If you are a **Participant** (such as a student, parent, or other individual invited to join a class or group by an Organizer, or a student who is participating in Remind Tutoring):

- You must get your parent or guardian to read and agree to this Agreement before using the Services if you are younger than 18.
- You will only join schools, classes, groups, and/or tutoring sessions to which you have been invited, or to which you belong.
- In certain cases, you may be invited to join a class or group by another Participant who is already a member of that class or group.
- The Organizer and other Participants of your class or group may be able to view information (including your personally identifiable information but not personal contact information), as well as your User Submissions (defined below).
- If you are connected to an Organization that has purchased Remind Hub, Verified Administrators of the Organization will be able to see and edit your contact information or tutoring information. Verified Administrators may be able to add, remove, and/or move you from classes or groups within the same Organization.

If you are accessing the Services as an **Organizer** (such as a teacher, administrator, parent or other adult creating a class or group) and inviting users to join as Participants:

- The Services may allow you to invite users to join and/or to add users to your class(s) and/or group(s).
- You can invite Participants and other Organizers to your class or group by distributing "class codes" or "group codes", and communicate with those users, (in some cases, there may be more than one Organizer per class/group).
- You may only share class or group codes with Participants and Organizers whom you wish to subscribe to your class/group. If you plan

to broadly or publicly publish these codes, you must manage the accuracy of your subscriber lists carefully.

- It's your responsibility to maintain and monitor the accuracy of list of Participants for each of your classes or groups.
- If you are connected to an Organization on Remind Hub, you may receive additional privileges from a Verified Administrator of your Organization. These privileges may include access to information and User Submissions (defined below) (including personally identifiable information but not personal contact information) of Participants and other Organizers in your class, group or affiliated Organization.
- If you are connected to an Organization on Remind Hub, Verified Administrators of that Organization may be able to join or message members of your class or group, add or update information in your Remind account profile, add, move or remove you from classes or groups affiliated with the Organization, and/or take other actions relating to your access and use of the Services through the Organization.

If you are an **Organization** (such as a school, school district or club):

- You are responsible for maintaining the accuracy of the information relating to your Organization. If at any time you learn that a user of the Services claims to be affiliated with your organization but is not, in fact, affiliated with your Organization, or of any other inaccuracy relating to your Organization's information, you will remove that user from your Organization and, if appropriate, notify Remind immediately by visiting rmd.me/help.

If you purchase an Individual Plan, you are a **Premium Organizer**, which gives you access to premium features, such as:

- Delivering SMS messages to carriers that are blocked for free users, and
- Delivering messages with extended length.

If Remind verifies you as a **Verified Administrator** of your Organization, you may have the ability to perform the following tasks:

- invite and add Organizers and Participants to the Services,

- view and manage users and information affiliated with your Organization,
- add, move, or remove Organizers and Participants from classes and/or groups affiliated with your Organization,
- connect and upload or sync information relating to Organizers, Participants, classes and/or groups using a data upload or syncing mechanism (such as, using CSV upload or through integration with your School Information Systems (SIS)),
- join classes and groups created by Organizers affiliated with your Organization,
- communicate directly with other users affiliated with your Organization,
- access and manage information and User Submissions, and
- view the contact information, which will include personally identifiable information, of all Remind users connected with your school or district, as appropriate, and see which of those users received communications from your school or district.
- review the tutoring information of any participants from your school or district who are participating in Remind Tutoring pursuant to a Remind Tutoring plan you have purchased.
- **IF YOU CHOOSE TO DO ANY OF THE ABOVE, YOU REPRESENT AND WARRANT THAT YOU HAVE ALL RIGHTS AND HAVE OBTAINED ALL CONSENTS AND AUTHORIZATIONS NECESSARY TO PERFORM SUCH TASKS AND THAT YOU WILL ONLY USE PERSONAL INFORMATION IN ACCORDANCE WITH APPLICABLE PRIVACY LAWS. Remind may use the information you upload to the Services in order to verify Organizers' and Participants' affiliations and otherwise to help us provide you with the Services.**

With respect to all users of Remind, whether you are a Participant, Organizer or Organization, Premium Organizer, Verified Administrator, or Tutor:

- **IF YOU INVITE OR ADD ANYONE TO USE REMIND AND/OR USE ANY FEATURE OF THE SERVICES WHICH REQUIRES SHARING PERSONAL INFORMATION OF ANYONE (INCLUDING, WITHOUT LIMITATION, IF YOU IMPORT CONTACTS FROM YOUR ADDRESS BOOK TO THE SERVICES), YOU REPRESENT AND WARRANT**

THAT YOU HAVE OBTAINED FREELY GIVEN, INFORMED
CONSENT FROM EACH PERSON TO:

- RECEIVE SUCH INVITATION AND BE ADDED TO THE SERVICES;
- RECEIVE MESSAGES FROM REMIND, OTHER PARTICIPANTS OF THE CLASS OR GROUP, AND OTHERS WHO HAVE ACCESS TO YOUR CLASS OR GROUP (SUCH AS, ORGANIZERS AND VERIFIED ADMINISTRATORS); AND
- PROVIDE THAT PERSON'S PERSONAL INFORMATION TO REMIND.

What this is saying

You have different rights and responsibilities depending on what type of user you are: Organizer, Participant, Organization, Premium Organizer, Verified Administrator, or Tutor. In all cases, you need consent from every person you wish to add, invite, or send messages to via Remind.

Registration and security

As a condition to using Services, you may be required to register with Remind by selecting a password and providing your name and a valid email address. You will provide Remind with accurate, complete, and updated registration information. You may not:

- select or use the name or email of another person with the intent to impersonate that person; or
- use a name subject to any rights of any person other than you without appropriate authorization.

Remind reserves the right to refuse registration of or to cancel a Remind account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without express prior written consent of Remind. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to state and federal penalties and other legal consequences. Remind reserves the right, but will have no obligation, to investigate your use of the Services in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

What this is saying

The security of your account is very important to us. Please keep your password safe, use your real name and create your own account before using Remind.

Consent to receive periodic messages

As part of the Services, you will receive communications through the Services, including messages that Remind sends you (for example, via SMS, emails, and push notifications). When an Organizer adds a new Participant to a class or group, that Participant will receive a welcome message, instructions on how to stop receiving messages, and information on how to avoid certain charges by downloading the Remind application. Remind may inform Participants who have not replied that they will automatically be removed from the class or group. Remind may send messages regarding tutoring sessions as part of the Services. Remind may also send other administrative messages. BY SIGNING UP FOR THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM REMIND AS WELL AS CLASS OR GROUP ORGANIZERS AND PARTICIPANTS, AND YOU REPRESENT AND WARRANT THAT EACH PERSON YOU INVITE AND/OR ADD HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM YOU AND REMIND. If you connect to or use any third party services in conjunction with Remind, you acknowledge and consent to receive notifications and messages from those third party services. You agree to indemnify and hold Remind harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing. To permanently cease receiving SMS text messages, please text @STOPALL:

- in reply to any SMS message from that class or group,
- to a Remind long-code (a phone number issued by Remind), or
- in the US, to the Remind short code 81010.

For more information see this [link](#).

If you are located in Canada, you may opt out of receiving marketing messages (including text messages and emails); however, you may still receive text message and email communications that are necessary for the Services or otherwise exempt from anti-spam laws.

What this is saying

We're letting you know that you may periodically receive messages from us in addition to other Remind users. It's important that you get prior consent from everyone you invite or add to Remind. We've provided instructions on how to easily unsubscribe and stop receiving messages.

Consent to receive emergency messages

As part of the Services you may receive communications through the Services in the event of an emergency, through SMS (text messages), emails, push notifications, or phone call. An emergency meriting a message shall be determined solely by your teacher, organizer, school or district or any official designated by a school or district, or a government agency. **BY SIGNING UP FOR THE SERVICES, YOU AGREE TO RECEIVE EMERGENCY COMMUNICATIONS FROM REMIND WHENEVER IT IS DETERMINED THAT CIRCUMSTANCES MERIT THOSE COMMUNICATIONS. IF YOU ARE A TEACHER, ORGANIZER, VERIFIED ADMINISTRATOR, SCHOOL OR DISTRICT OFFICIAL YOU REPRESENT AND WARRANT THAT EACH PERSON YOU INVITE AND/OR ADD HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM YOU AND REMIND.** If you connect to or use any third party services in conjunction with Remind, you acknowledge and consent to receive notifications and messages from those third party services. Because Remind does not control whether to send or not send an emergency notification, Remind is never responsible for your receipt of, or failure to receive an emergency message. Often when an emergency is suspected the individuals empowered to determine whether to send an emergency message through Remind may have incorrect or only partial information. Remind is not responsible for messages sent erroneously or for the content of any message sent as an emergency message, even when the content of that message contains information that is incomplete, confusing, or erroneous. **YOU ALONE CAN DETERMINE WHAT, IF ANY, ACTIONS TO TAKE IN THE EVENT OF AN EMERGENCY OR IN RESPONSE TO AN EMERGENCY MESSAGE YOU RECEIVE THROUGH REMIND. YOU AGREE TO INDEMNIFY AND HOLD REMIND HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO YOUR RECEIPT OF EMERGENCY MESSAGES OR YOUR FAILURE TO RECEIVE AN EMERGENCY MESSAGE.**

While we strongly encourage you not to, you may opt out of receiving emergency messages as SMS text messages or emails, but not phone calls. To permanently cease receiving SMS text messages, please text @STOPALL:

- in reply to any SMS message from that class or group,
- to a Remind long-code (a phone number issued by Remind), or
- in the US, to the Remind short code 81010. For more information see [this link](#).

If the authorized administrator at your school or district is sharing information from the School Information System with Remind, you will receive emergency messages as phone calls to the phone number you have on record with your school or district. You will receive these phone calls even if you opt out of receiving SMS text messages on Remind. You can opt out of receiving these phone calls only by having the authorized administrator at your school or district remove your contact information from their School Information System.

What this is saying

We are letting you know that in the event of an emergency, determined by those individuals in your school, school district, community or a government official and not Remind, you may receive emergency messages from us in addition to other Remind users. While Remind provides schools and districts with the ability to send emergency messages through Remind, Remind is neither responsible for your receipt of or failure to receive a message, nor your actions, failure to act or the actions or inactions of others in response to any emergency message. We do not want you to opt out of these messages as your schools or district may wish for you to receive an emergency message. However, we provided instructions on how to easily unsubscribe and stop receiving SMS text messages and emails. To stop receiving phone calls, you need to talk to your school or district.

Content

You agree that you may only use the Services in accordance with [Remind's Community Guidelines](#).

Communication on Remind should be used to support learning, and features are intended for educational uses only. Remind should not be used for personal profit or commercial purposes.

Marketing, organizing or discussing gambling, betting or gaming activities is prohibited on Remind with the exception of education-related fundraising.

All materials displayed or performed or available on the Services (including, but not limited to text, graphics, data, articles, photographs, images, illustrations, User Submissions (defined below), and so forth (all of the foregoing, the "Content")) are protected by copyright and other intellectual property laws. You may only use the Services for your own personal, non-commercial (meaning, you may not leverage the Services as a separate business) use and only in accordance with the terms of this Agreement and all laws that apply to you. Remind is not responsible for your use of the Services in any way that breaks the law. You agree you will abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and will not use, copy, modify, publish, distribute, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content, third party submissions or other proprietary rights not owned by you:

- without the express prior written consent of the respective owners, and
- in any way that violates anyone else's (including Remind's) rights.

You will not link to the Services without Remind's prior written consent, except in accordance with the terms of this Agreement.

In the course of using the Services, you may provide information which may be used by Remind in connection with the Services and which may be visible to certain other users. Anything you post, upload, share, store or otherwise provide through the Services are, together with any related intellectual property rights, your "User Submissions." You retain ownership of all of your User Submissions. In order to provide you with the Services, Remind needs to access and use your User Submissions in certain ways. You hereby grant Remind a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your User Submissions for any purpose related to providing and/or improving the Services (however, Remind will only share your personally identifiable information in accordance with Remind's current [Privacy Policy](#)). Because your User Submissions may be viewed or accessed by other Remind users, you grant other Remind users a nonexclusive, worldwide, royalty -free,

perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your User Submissions as may be permitted through the functionality of the Services (for example, when you send a message through the Services, the recipients of your message will be able to save, copy, edit and store that message). All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such Content originated and that Remind will not be liable for any errors or omissions in any Content. Remind cannot guarantee the identity of any other users you may interact with in the course of using the Services. Additionally, Remind cannot guarantee the authenticity of any information that users may provide about themselves. You acknowledge that all Content accessed by you while using Remind is at your own risk and you will be solely responsible for any resulting damage or loss.

Under no circumstances will Remind be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with your use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

As we explain in our [Privacy Policy](#), if Remind knows or becomes aware of a security breach of its users' personally identifiable information, Remind will notify affected users or post a notice on the Services as required by applicable law(s).

What this is saying

Be sure to only share content that belongs to you. We may view and/or use content you post on Remind (for example, format a message you send and display it to the recipients)—but you still own it.

Also, be sure to read our [Community Guidelines](#), which include best practices for how to keep the Remind community safe. We need to work together to ensure Remind is a secure and supportive environment.

Your restrictions and responsibilities

You warrant, represent and agree that you will not contribute any Content or otherwise use (or encourage anyone else to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any other third party;

- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by Remind;
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- copies or stores any significant portion of the Content;
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services (or the products of Remind's third party service providers); or
- transfers, communicates, exchanges, trades or sells personal health information ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act of 1996 as Remind should not be used for exchanging PHI;

Remind reserves the right to terminate access of any third party application or service to our published or unpublished APIs.

Remind reserves the right (but does not have the obligation) to remove any Content from the Services at any time, for any reason (including, but not limited to, if we receive claims or allegations from individuals, companies or authorities relating to that Content or if Remind is concerned that you may have breached the foregoing restrictions), or for no reason at all. You, not Remind, remain solely responsible for all Content that you upload, post, email,

transmit, or otherwise provide using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Content to Remind and to grant Remind the rights to use such information as provided herein.

You will be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You will be responsible for ensuring that such equipment or ancillary services are compatible with the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

What this is saying

We are serious about safety. If you don't follow our Guidelines or these Terms of Use, we may need to remove any inappropriate content, deactivate your account, and, in extreme circumstances, report your content to law enforcement. For example, we will report all images including nudity of minors or suspected minors unless they are clearly related to academic study of subjects such as art, biology or medicine. Remind Tutors are instructed to use their best professional judgment to report concerns regarding potential self harm, child endangerment, or other serious criminal law violations. If you see someone violating our Guidelines or Terms of Use, please contact us immediately at privacy@remindhq.com. We need your help to keep the Remind community safe!

Copyright dispute policy

Under American copyright law, the Digital Millennium Copyright Act (the "DMCA"), online service providers such as Remind have the right, but not the obligation, to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To learn more about the DMCA, [click here](#).

Under Canadian copyright laws, Remind is required to forward any notice from a copyright owner to a Remind user located in Canada if the copyright has notified Remind in accordance with the requirements under the Canadian Copyright Act.

What this is saying

See something that belongs to you, but someone else posted it? You can let us know by using our [Copyright Dispute Policy](#).

Third party service providers

The Services may contain links to third party websites, products or services that are not owned or controlled by Remind ("Third Party Services"). When you access Third Party Services, you do so at your own risk. Remind encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service that you visit or use.

Remind has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Remind will not and cannot monitor, verify, censor or edit the content of any Third Party Services. By using the Services, you expressly relieve and hold harmless Remind from any and all liability arising from your use of any Third Party Services.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties. You agree that Remind will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between Remind users, or between Remind users and any third party, you understand and agree that Remind is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Remind, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service. If you are a California resident, you will and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

What this is saying

While using Remind, you may be able to access or use third party services that aren't part of our product (such as YouTube, Flickr, video conferencing, whiteboarding, etc.). We can't be held responsible for the content of services or any issues that arise.

Warranty and disclaimer

Remind has no special relationship with or fiduciary duty to you. You acknowledge that Remind has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Remind from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites or services containing, information that some people may find offensive or inappropriate. Remind makes no representations concerning any content contained in or accessed through the Services, and Remind will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Remind makes no representations, warranties, or conditions regarding suggestions or recommendations of services or products (including Content provided by users) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) the Services are provided AS IS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM REMIND OR ANYONE ELSE. THE SERVICES, CONTENT, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

What this is saying

We're here to help if there are issues, but there are no warranties relating to our Services or any products you access through Remind.

Indemnity

You will indemnify, defend and hold Remind, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to or use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

What this is saying

Please keep in mind that you are solely responsible for your use of Remind. If you don't follow these Terms of Service and/or cause harm to anyone, it's your responsibility to resolve.

Limitation of liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL REMIND OR ITS SUPPLIERS OR ITS SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY:

- FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU TO REMIND HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM;
- FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER;
- FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR
- FOR ANY MATTER BEYOND REMIND'S REASONABLE CONTROL.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

What this is saying

Remind is a communication tool. While we are here to support you, we are not liable for anything that happens because of our service.

Termination

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by deleting your account in your account settings tab or by contacting us at rmd.me/help. Note, if you become a Participant through an Organization, and you request that Remind delete your account, Remind may notify the Organization (and the Organizers of the classes or groups you are in of your deletion request. Remind may disable or terminate your access to the Services or your account at any time, for any reason (for your violation of any term of this Agreement or without cause), and without warning or notice, which may result in the forfeiture of all information associated with your account. Upon termination of your account, your right to use the Services and any Content will immediately cease; however, Remind may retain messaging data or other data and information pursuant to this Agreement, as necessary for auditing purposes, and as required by law. Computer deletion is not an instantaneous process. If you choose to terminate your account, all data will be rendered unavailable to you immediately and your data will be deleted over time as is true of all computer deletion everywhere. Remember that communications with others in which you participated will remain available to those other users. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

What this is saying

You can delete your Remind account online at any time. (Note for auditing purposes and to comply with laws, we may still keep a copy of messages and account details after an account is deleted or disabled). If you would like to stop receiving messages, [click here for instructions](#).

Choice of law and arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof, unless a state's laws explicitly require that any legal disputes are governed by the laws of that state. Any dispute arising from or relating to the subject matter of this Agreement will be finally settled in small claims court or

by arbitration in San Francisco, California or in a location that is reasonably convenient for you, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. If you cannot afford or otherwise do not want to pay arbitration filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this arbitration provision enforceable. By agreeing to these terms, you acknowledge that you may not participate in a class action in court or in arbitration, either as a class representative, class member or class opponent. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR TO A JURY TRIAL. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

What this is saying

We want you to have a great experience on Remind. If you are dissatisfied with our Services, we will discuss in arbitration to resolve any issues.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. Remind will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Remind's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable,

transferable or sublicensable by you except with Remind's prior written consent. Remind may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Remind in any way whatsoever.

It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglaise

Updated January 31, 2023

ATTACHMENT D

PRIVACY POLICY

At Remind101, Inc. ("Remind," "we," "us," "our"), we know you care about how your personal information is used and shared, and we take your privacy seriously. Please read on to learn more about our Privacy Policy. By visiting Remind's website(s) and all other products, services and applications made available by Remind from time to time (collectively, the "Services"), you acknowledge that you accept the practices and policies outlined in this Privacy Policy. By using the Services, you are consenting to have your personal data transferred to and processed in the United States.

Remind complies with all applicable laws regarding your privacy. Individuals from the European Union ("EU"), European Economic Area ("EEA") or United Kingdom ("UK") may only use our Services after providing your freely given, informed consent for Remind to collect, transfer, store, and share your Personal Data, as that term is defined in the EU's General Data Protection Regulation. EU, EEA or UK residents may grant that consent directly to Remind, or to your teacher or school/district administrator, if your teacher, school or school district offers Remind to you to advance your education. You can read more about Remind's commitment to the privacy of EU, EEA and UK residents [here](#). Information about lawful transfers of data from EU and Swiss individuals to the US pursuant to the principles of the Privacy Shield Frameworks can be found [here](#).

All capitalized terms that are not defined in this Privacy Policy shall have the meaning given to them in the Terms of Use.

In this Policy, "Personal Information" means any information about an identifiable individual or information that can be used to identify an individual, and includes "Personal Data" as that term is defined under the GDPR.

What this is saying

Your privacy is very important to us. This policy tells you how your Personal Information is used when you use Remind's Services. By using Remind, you acknowledge that you've read and accepted these policies.

Remind is a messaging platform that helps educators, students, parents and other users send quick, simple messages to any device and for students to

gain access to tutoring to advance their learning. Due to our commitment to protect the privacy of children, Remind participates in the iKeepSafe Safe Harbor Program. Remind has been awarded the iKeepSafe COPPA Safe Harbor Seal signifying Remind's website and apps have been reviewed and approved for having policies and practices surrounding the collection, use maintenance and disclosure of Personal Information from children consistent with the iKeepSafe COPPA Safe Harbor Program guidelines. iKeepSafe's mission, as an independent certification organization, is to give parents, educators, and policymakers the information and tools which empower them to teach children the safe and healthy use of technology and the internet. The iKeepSafe program only covers information collected through the Services. If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@remindhq.com. If you are not satisfied with our response, you can contact the iKeepSafe Safe Harbor Program's dedicated consumer complaint department at: coppaprivacy@ikeepSAFE.org or see ikeepSAFE.org/about-us/contact-us/.

What this is saying

Remind respects your information and treats it carefully. We've been awarded the iKeepSafe COPPA Safe Harbor Seal. See more here: ikeepSAFE.org.

You are responsible for any Content you provide in connection with the Services. We cannot control the actions of anyone with whom you or any other Remind users may choose to share information. Therefore, we cannot and do not guarantee that Content you or any user posts on the Services will not be viewed by unauthorized persons. Although we may allow our users to set privacy options that limit access to certain parts of the Services, please be aware that no security measures are perfect or impenetrable and that we are not responsible for circumvention of any security measures contained on the Services. Remind does not encourage you to make any personally identifiable information (Personal Information) public other than what is necessary for you to use our Services. You understand and acknowledge that, even after removal, copies of Content may remain viewable in cached pages, archives and storage backups or if other users have copied or stored your Content. We will make efforts to remove the Content under our control that is not part of another user's account.

Remind is not a healthcare organization and is not certified as HIPAA-compliant.

You may request removal of Personal Information (as described below) that you have provided to us by contacting us at rmd.me/help. We will remove your Personal Information from our database on your request, but this information may remain in our server logs as part of our standard backup procedures, unless prohibited by contract or law. A verified Organization administrator (Verified Administrator) or Organizer may be able to upload and provide information about you to your account; if you would like to remove or amend that information, you may have to contact and work directly with that Verified Administrator or Organizer.

Any improper collection or misuse of Content or other information accessible on the Services is a violation of [Remind's Terms of Service](#) and should be reported to privacy@remindhq.com.

What this is saying

Remind is a tool to help you communicate with people who can support your education, and we take your privacy seriously. Maintaining the privacy of your Personal Information is a shared responsibility, and while we will limit what we ask for and what we do with your information, we encourage you not to share it unless you need to. Please keep in mind that you are responsible for the content of your account and all your messages. To delete your account, contact us at rmd.me/help or privacy@remindhq.com, but note that Remind is not responsible for what other Remind users may do with your sent messages.

How may I exercise my privacy rights as a resident of the EU, EEA, Switzerland or the UK who uses Remind?

Remind complies with the EU GDPR and the UK Information Protection Act 2018 and makes it easy for EU, EEA, Swiss or UK residents to exercise their rights described in that regulation. The purposes for which Remind collects your Personal Data, the categories and specific types of Personal Data we collect, and our practices and policies regarding your Personal Data are described in this Privacy Policy. As discussed throughout this Privacy Policy, Remind makes it easy for you to access, correct, delete, or demand deletion of your Personal Data. You may object to our processing of your Personal data by emailing us, although if you prohibit our processing, it may make some of our Services either impossible to offer or less useful. Any of those requests should be sent to privacy@remindhq.com. Should you ever wish to leave Remind and take an electronic copy of the Personal Data and information we have collected about you, you may make that request at privacy@remindhq.com. In addition to contacting our Data Protection Officer

or the Better Business Bureau, EU individuals may contact the Data Protection Authority of Ireland by email at info@dataprotection.ie, and UK individuals may contact the Information Commissioners Office by live chat at <https://ico.org.uk/global/contact-us/> to raise concerns about Remind's implementation of GDPR, the UK Information Protection Act 2018, or Remind's facilitation of the exercising of your privacy rights.

What this is saying

Remind complies with the General Data Protection Regulation and the UK Information Protection Act 2018, regulations and laws that govern companies' collection, use, storage and sharing of consumers' Personal Data. Any individual from the EU, EEU, Switzerland or the UK can exercise all of their legal rights provided by GDPR or the UK Information Protection Act 2018 by contacting Remind.

How does Remind protect my privacy rights as a European Union, European Economic Area, Swiss, or United Kingdom Individual?

Remind complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Remind has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Remind has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

In compliance with the EU-US Data Privacy Framework Principles, Remind commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to the DPF Principles. European Union, Swiss and United Kingdom individuals with DPF inquiries or complaints should first contact Remind.

Remind has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers> for more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See <https://www.dataprivacyframework.gov/s/article/G-Arbitration-Procedures-dpf?tabset-35584=2>

What this is saying

Remind is legally authorized to send the Personal Data of EU, EEA, UK or Swiss individuals to the US for processing because we have made legally-binding commitments that are enforceable by US government agencies responsible for consumer protection. Remind provides you, as an EU, EEA, UK or Swiss individual, both a means of directly contacting Remind to exercise your privacy rights and with a third party dispute resolution service.

What does this privacy policy cover?

This Privacy Policy explains how Remind collects, uses and discloses information from you and other users who access or use the Services, including our treatment of Personal Information. Also, this Privacy Policy covers Remind's treatment of any Personal Information that our partners share with us, or that you provide to Remind through another third party website or service while using the Services. This policy does not apply to websites, services or practices of companies that we do not own or control, even if they help us operate our Services. Third party providers who do help us operate our Services must adhere to privacy and security obligations in a manner consistent with Remind's policies and practices.

What this is saying

Here is what this policy covers: all information that you provide to us and that we collect while you're using Remind. This policy does not cover third party companies that we do not control but who help us operate our service. Those third party companies must adhere to privacy and security obligations in a manner consistent with Remind's policies and practices. Keep reading, there is more about this later!

How is children's Personal Information treated?

We have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent and provide notice before they knowingly collect personally identifiable information online from children who are under 13 ("under-13 users"). Remind typically relies on a teacher, school, or school district to obtain verifiable parental consent to provide our services to under-13 users. Pursuant to COPPA, we may collect an under-13 user's name (first and last name), date of birth, email address and/or telephone number in order to operate and provide the Services, and we may collect the under-13 user's parent's (or legal guardian's) email address in order to provide notice to the child's parent or guardian that we may contact the under-13 user for the purpose of allowing access to and use of the Services. For Remind Tutoring, in addition to the information we typically collect, we will also collect a child's voice recording in order to provide live tutoring sessions. If Remind does not receive the parent's email address within a reasonable time period, the under-13 user will not be able to send or receive any messages and his/her Personal Information will be deleted. If an under-13 user's Remind account is inactive for at least twelve months (meaning, the account has not sent or received a message through the Services in that period of time), Remind's policy is to delete the Personal Information. If we learn we have collected Personal Information from an under-13 user other than pursuant to the above, or if we learn that an under-13 user has provided us Personal Information beyond what we request from him or her, we will delete that information as quickly as possible after we have identified it. If you believe that an under-13 user may have provided us Personal Information in violation of this paragraph, please contact us at rmd.me/help.

In order for an under-13 user to gain access to additional features or services, Remind may employ one or more methods approved by the Federal Trade Commission for verifying parental consent.

While COPPA requires Remind to follow these procedures for under-13 users in the United States, Remind employs the same process to obtain consent for all users under 13 years old.

What this is saying

Remind collects limited information from children under-13, and we rely on a teacher, school, or district to get permission from each child's parent when collecting this information. If we don't have a parent's email address associated with their child's

account, or if the child's account is inactive after some time, we delete the account. Contact us at rmd.me/help with any questions.

What information does Remind display or collect?

When you use the Services, you may set up your personal profile, send messages, perform searches and queries, and transmit information through various channels as permitted by the functionality of the Services. Remind will not display your personal contact information to other users, without your permission. If, however, you utilize Remind in an organization that has paid for Remind Hub, we will share your personal contact information solely with Verified Administrators chosen by your school or district and verified by Remind. If you participate in an educational tutoring session with a Tutor employed by Remind, we will share sufficient information with the Tutor to facilitate your tutoring session. The information we gather from users enables us to attempt to verify user identity, allows our users to set up a user account and profile through the Services, and helps us personalize and improve our Services. We retain this information to provide the Services to you and our other users and to provide a useful user experience. When you update your information, we usually keep a backup copy of the prior version for a reasonable period of time in case you need to need to go back to that version.

What this is saying

The information you provide to us by creating an account (or when joining a class or group or purchasing a tutoring session) is used to deliver our service to you. For example, we use this information to attempt to verify your identity and help you create an account on Remind. We will not share personal contact information, besides your full name, to other users on Remind without your permission. If you use Remind through your school or district, we will share your contact information with Verified Administrators.

Information you provide to us

We receive and store any information you knowingly enter on the Services, whether via computer, mobile phone, other wireless device, or that you provide to us in any other way. With your express consent, you may be able to upload, import or sync contact information from your mobile device (for example, from your address book) to Remind. This information may include Personal Information such as your name, phone numbers, email addresses, photographs, and, in certain circumstances, your school and/or district, class, group, grades and report card, video that may contain your voice and image, club, team or Organization affiliation (which may be used to validate your

account or to provide you with notifications via the Services from a teacher, school and/or district, class, group, club, team or affiliated Organization ("Notifications"), or any other information necessary for us to provide our Services. For under-13 users, we collect a name (first and last name), date of birth, district, school, class, grades and report card, video that may contain that child's voice and image, email address and/or telephone number, and that under-13 user's parent's email address to provide notice to the parent regarding the Services. You may choose not to provide us with certain information, but then you may not be able to take advantage of many of our features. We use the Personal Information we receive about you to provide you with the Services and also for purposes such as:

attempting to authenticate your identity,
responding to your requests for certain information,
customizing the features that we make available to you,
suggesting relevant services or products for you to use,
improving the Services and internal operations (including troubleshooting, testing, and analyzing usage),
communicating with you about new features
and, most importantly, protecting our users, sending emergency messages we are directed to send to you, and working towards making sure our Services are safer and more secure.

You may modify or remove your Personal Information at any time by logging into your account and accessing features to edit your classes, groups, and/or account information. If an Organizer or a Verified Administrator uploads or adds information about you to your account, you may have to contact and work directly with that Organizer or Verified Administrator in order to modify or remove that information.

What this is saying

The information you provide to Remind is also used to analyze usage and improve our products and services. We don't show or share your Personal Information without your permission except in the few circumstances described here. We may also review account information to protect the safety of our community.

Information collected automatically

We receive and store certain types of information whenever you use the Services. Remind automatically receives and records information on our server logs from your browser including Remind cookie information, the page you requested, and other usage information such as your activity on the

Services, the numbers and frequency of visitors to our site and its components (similar to TV ratings that indicate how many people watched a particular show). None of this information constitutes Personal Information. Certain information that is collected automatically, such as device ID, IP address and phone number, and browsing information that is associated with a user will be treated as Personal Information. In addition, for users who are students, teachers or administrators of schools or districts that contract with Remind for Remind Hub, Remind may, with the consent of the Verified Administrator in the school or district, obtain information from a third party Student Information System (SIS) provider, which will include basic directory and class roster information, attendance information, class grades and report cards, and similar information that is Personal Information.

We also may provide to our partners aggregate information derived from automatically collected information about how our users, collectively, use our site. We may share this type of non-personally identifiable, aggregated statistical data so that our partners also understand how often people use their services as well as Remind.

What this is saying

There is certain information that we gather automatically when you use Remind, such as navigation and cookie information. Some of this information is collected and used in an aggregate and anonymized way to help improve our service. If Personal Information is included, we treat it carefully like all other Personal Information.

Mobile application

When users use our mobile application, we automatically collect the Internet Protocol (IP) address, device ID, device type, and what operating system (OS) the user is running.

We collect users' IP addresses whenever they use our mobile application, which provides us with a coarse approximation of the user's location at the city level in order for Remind to, for example:

- provide Organizers with a geo-specific long-code (i.e., generic phone number with a local area code),
- support features such as school selection, and
- enable other internal measurement and Services features.

We also may, with your express consent, request more specific location information in order to provide you with more relevant information (such as nearby classes or relevant groups that you may subscribe to). We will not store or track your device location on an ongoing basis or without your permission. We may also collect location-based information from users as part of providing the Services and in order to comply with applicable laws and regulations for the user's jurisdiction.

While Remind collects and temporarily stores phone numbers of first-time users under 13 years of age, we will delete the information collected if parental consent is not obtained. If the underage user has signed up for the Services through SMS and then downloaded Remind's mobile application, Remind will have and may use the underage user's phone number:

- to merge the under-13 user's accounts,
- to continue SMS delivery services, and/or
- as a back-up method of notification.

What this is saying

When you use the Remind app, there may be additional information that we collect like your device ID, phone number and approximate location.

Email and text message communications

If you provide us your email address or phone number, Remind may send you administrative messages (such as updates, notifications, newsletters, and other news) relating to the Services or to respond to communications from you. Additionally, Remind may contact you or provide you notification of new or enhanced products and services offered by Remind. Remind may also send you emergency messages when we are directed to do so by a teacher, school, district or government agency. By maintaining a Remind account and/or not opting out of receiving information from Remind, you acknowledge and agree that you may receive e-mail or SMS text messages on your phone or mobile device from other Remind users, from Remind and/or its agents (as described below) and other individuals or companies if you choose to use services or products that they offer. Receiving these messages may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply. We may receive a

confirmation when you open an email from us if your computer supports this type of program. Communications of this type are also sent to under-13 users and the parental consent to use this service also covers these messages. If you no longer wish to receive administrative email messages from Remind you may opt-out by following the unsubscribe link located at the bottom of each message or by contacting us at rmd.me/help. Please note that if you do not want to receive legal notices from us, such as this Privacy Policy, those legal notices will still govern your use of the Services, and you are responsible for reviewing the legal notices for changes.

To permanently cease receiving SMS text messages, please text @STOPALL:

- in reply to any SMS message from that class or group,
- to a Remind long-code (a phone number issued by Remind), or
- in the US, to the Remind short code 81010.

For more information see this [link](#).

If you are located in Canada, you may opt out of receiving marketing messages (including text messages and emails); however, you may still receive text message and email communications that are necessary for the Services or otherwise exempt from anti-spam laws.

What this is saying

We may send you administrative messages regarding Remind. We may also send you emergency messages when directed to do so by appropriate school, school district or government officials. You can learn how to unsubscribe from receiving all messages by [clicking here](#).

Push notifications

We send notices to you when an Organizer of your class or group has posted something new to your class or group, you are sent a message, or when Remind needs to inform you of something. If you no longer wish to receive such communications, you may turn them off at the device level. If you are a parent of an under-13 user, you always have the choice to no longer allow your child to receive such communications by contacting us at rmd.me/help.

Any user may contact us at rmd.me/help if such user no longer wishes to receive communications from the Services.

What this is saying

There are different notification options. We may send push notifications to your class; you can always opt out of these.

What about cookies, pixels, and local storage?

Cookies are small files that websites place on your computer as you browse the web. Like many websites, Remind uses cookies to discover how people are using our Services and to make them work better.

A pixel is a small amount of code on a web page or in an email notification. As many services do, we (or our agents) may use pixels to learn whether you've interacted with certain web or email content on our Services. This helps us measure and improve our Services and personalize your experience on Remind.

Local storage is an industry-standard technology that allows a website or application to store information locally on your computer or mobile device. We use local storage to customize what we show you based on your past interactions with Remind.

Remind uses these technologies to deliver, measure, and improve our Services in various ways. These uses generally fall into one of the following categories:

Authentication and security

- To log you into Remind.
- To protect your security.
- To help us detect and fight spam, abuse, and other activities that violate Remind's policies.

For example, these technologies help authenticate your access to Remind and prevent unauthorized parties from accessing your account.

Preferences

To remember information about your browser and your preferences.

For example, cookies may help us remember your preferred language or country that you are in. We can then provide you with Remind content in your preferred language without having to ask you each time you visit Remind. We can also customize content based on your country, such as disabling SMS, or to withhold certain content based on applicable local laws.

Analytics and research

To help us improve and understand how people use our Services.

For example, cookies help us test different versions of our services to see which particular features or content users prefer or to share information about our services to you as you interact online across the internet. We might also optimize and improve your experience on Remind by using cookies to see how you interact with our services, such as when and how often you use them and what links you click on. We may use Google Analytics to assist us with this.

Google Analytics will not collect visitation information and will not associate it with Google information from accounts of signed-in users who have consented to this association for the purpose of ads personalization.

Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. We strongly recommend that you leave the cookies activated, however, because you will not be able to log in or use many of the Services' features without cookies enabled. Note that the use of cookies by anyone other than Remind is not covered by our privacy policy. We do not have access or control over those cookies.

What this is saying

Cookies are bits of information that tell us you've visited Remind before and help the browser remember things about you (such as your language setting). Our cookies do not collect any Personal Information from you. This only applies to Remind cookies and no one else's.

Promoting Remind on Other Sites

Remind partners with third-parties to promote our Services. If you respond to one of our posts and visit or register to use our Services, we may provide these third-party companies with identifiers from your device or computer,

such as an IP address or device ID, to help us analyze our user acquisition efforts. No student personal data is shared with third-party promotion services.

What this is saying

Cookies are bits of information that tell us you've visited Remind before and help the browser remember things about your device (such as your language setting). Cookies also help us manage our promotional material on other sites. Our cookies do not collect any Personal Information from you. This only applies to Remind cookies and no one else's.

Mobile analytics

We use mobile analytics software to allow us to better understand the functionality and improve the performance of our mobile software on your phone. This software may collect, store and use information such as how often you use the application, the events that occur within the application, usage, performance data, and where the application was downloaded from. This software may share information it collects with other third parties (1) as part of providing the analytics services; (2) with integrations that advance teaching, school or district services, student learning or achievement, or parent or guardian participation in their child's education or activities; and, (3) to comply with applicable laws.

What this is saying

When you use the Remind app on your phone or tablet, we have analytics that help us understand how you use the app. This helps us improve the features & design!

What happens when I associate my account with a school or other organization? Users may have the choice of associating their account with a school or other Organization (such as a team or group). This may be required (for example) for teachers and may be either required or strongly encouraged for other types of Organizers in order to use certain features of the Services. Other users may attend a school or school district that contracts with Remind for use of Remind Hub, and this may automatically create an account for all the students, teachers, parents and relevant administrators of that class, school, or district and associate their accounts with the class, school, or district.

By associating your account with an Organization, you acknowledge and agree that a Verified Administrator may be able to view your User Submissions (including your Personal Information and messaging content). In addition, Verified Administrators may be able to make administrative changes to your account, such as removing you from classes and/or groups, sending

messages on your behalf, and more. In addition, depending upon the preferences of the Verified Administrator and the Organization, Remind may be used as a school directory and information such as your name, classes or groups may be made available to people in your Organization.

If you are an Organizer affiliated with an Organization, you acknowledge that Remind may enable other users who are associated with the same Organization to contact you -- for example, teachers, students, or parents who are associated with your Organization may communicate with you. Participants may also contact each other (in addition to viewing User Submissions). Remind does not display in a user's account profile personal contact information of the user to any other users without prior consent.

What this is saying

You may be required to link your account with an Organization. Linking helps to verify your identity and may unlock certain features. If your Organization is managed by a Verified Administrator, they may also have access to certain information in your Remind account, including your personal contact information. We will not display your personal contact information to other users without your permission.

Will Remind share any of the Personal Information it receives?

Remind relies on its users to provide accurate Personal Information in order to provide our Services. We try our best to protect that information and make sure that we are responsible in handling, disclosing, and retaining your data. We neither rent nor sell your Personal Information to anyone. If other Remind users, other individuals or companies whose products you choose to use, have access to your Personal Information (for example, your messaging content), they may use and share that information in ways that Remind cannot, and does not, control. Remind shares your Personal Information in personally identifiable form as described below.

Agents and third party service providers

Advertising is not permitted on the Services, and we do not share information for third-party advertising. However, we employ other companies to perform tasks on our behalf and help us provide certain features of our Services, and may need to share your information with those companies in order to provide our Services to you. We do not permit any of these companies to use your personal information for any purpose that is inconsistent with your use of Remind, or to ensure high quality services for Remind for your benefit, or to

protect your personal information. Some examples of services for which we use agents include sending email or SMS, analyzing data, providing user services, and searching for any security vulnerabilities. These agents may use Personal Information we share with them, for example, to assist us, to provide their services to you and/or us, and to measure and improve the performance of their services. Please see [here](#) for further information about the agents we use as part of the Services (including any of their specific terms or policies that are applicable and that may govern use of your information). Remind has reviewed the privacy policies and practices of these agents and third party service providers in order to verify that they are capable of complying with Remind's policies and practices, including those related to the collection, use, transfer, confidentiality, security and integrity of user data. As a condition of contracting with Remind, those agents and third-party service providers committed, in writing, to providing at least equivalent privacy and security for your data as does Remind. Finally, these companies are prohibited from accessing your personal information to: (i) create a profile of you for their use; (ii) enhance their data; or (iii) engage in social advertising or targeted advertising.

Additional Information for EU, EEA or UK Individuals Regarding Transfers to Third Parties Governed by GDPR

If you are from the EU, EEA or UK and one of our agents or third-party service providers fails to uphold these standards with respect to your Personal Information that we transferred to that agent or provider on your behalf, that agent or third-party service provider may be liable for any injury as required by GDPR.

Additional Information for EU, EEA, UK and Swiss Individuals Regarding Transfers to Third Parties Governed by Privacy Shield

In cases of onward transfer of data of EU, EEA, UK or Swiss individuals to third-party agents or service providers in the US received through the use of Standard Contractual Clauses and consistent with the principles of the EU-US or Swiss-US Privacy Shield, Remind is potentially liable. Remind will work with you to resolve any such failure and, if the provider is no longer able to resolve the matter, Remind will resolve the matter and may bear responsibility if there is any liability. We will review those agents' policies and practices at least annually, but you should review them as well. You hereby consent to our

sharing of information about you (including, in some cases, Personal Information) for such purposes.

What this is saying

Remind does not rent or sell your Personal Information. We may share your information to provide certain features of the Remind service, only as permitted by this policy. If you have any questions, please reach out to us at rmd.me/help.

Business transfers

If Remind (or substantially all of its assets) is acquired by another company, user information may be one of the assets transferred to or acquired by that company. You acknowledge that such a transfer may occur, and that any acquirer of Remind may continue to use your Personal Information as set forth in this policy. You will be notified via email or some other means of any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information (including the right to delete your information). If Remind goes out of business without a successor, Remind would delete your information.

What this is saying

If Remind is bought by another company, we may need to provide your information to that company. We will be sure to let you know if this ever happens so you can make decisions about your Personal Information.

Protection of Remind and others

We may release Personal Information when we believe in good faith that release is necessary to:

- comply with the law or national security request (for example, responding to a subpoena or other legal process);
- enforce or apply our [Terms of Service](#) and other agreements; or
- protect the rights, property, or safety of Remind, our employees, our users, or others. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.

We also may be required to disclose an individual's Personal Information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

What this is saying

We may release your Personal Information if necessary to protect our community (for example, to comply with legal requests).

With your consent

You will be notified when your Personal Information may be shared with agents or companies other than Remind and you will be given the option to prevent the sharing of this information unless Remind determines that not disclosing this to you prior to your information being shared is necessary to comply with applicable laws or legal processes or we are prohibited by law or legal processes from informing you in advance.

What this is saying

If there is any other reason we need to share your Personal Information (other than for legal reasons), we will get your consent first.

Is information about me secure?

The security of Personal Information in the school environment is a top priority for Remind.

Remind has protections in place to enhance our users' security, and routinely update these protections. We have administrative, technical, and physical safeguards designed to protect against unauthorized use, disclosure of or access to Personal Information. In particular:

- Our engineering team is dedicated to keeping your Personal Information secure.
- We work with industry-leading auditors to review and guide our security policies and procedures.
- Remind stores its data within an AWS region that is FedRAMP compliant.
- Remind's main database and all backups are encrypted at rest.
- The AWS cloud infrastructure has been designed and managed in compliance with regulations, standards, and best-practices, including HIPAA, SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC 2, SOC 3, PCI DSS Level 1, ISO 27001, FedRAMP, DIACAP and FISMA, ITAR, FIPS 140-2, CSA, and MPAA.
- Low-level auditing software is run on all production systems to record potentially malicious actions that may take place.

- Increased focus for all software companies on advancing cybersecurity has led Remind to undertake industry standard software security measures. For example, Remind runs periodic penetration tests and a bug bounty program with trusted, vetted and verified security researchers then logs and resolves discovered issues.
- All Remind clients use TLS/SSL when communicating with our servers.
- We utilize a bug bounty program under the guidance of HackerOne and its vetted, software security experts to help us identify and quickly resolve any previously unknown software bugs.

Remind endeavors to protect user information and to ensure that user account information is kept private; however, we cannot guarantee the security of user account information. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of user information at any time. If Remind knows or becomes aware of a security breach of its users' personally identifiable information, Remind will notify affected users as required by applicable laws and may post a notice on the Services as required by applicable law(s). For additional information about the security measures we use in connection with the Services, please contact us at security@remindhq.com.

The Services contain links to other sites or services. Remind is not responsible for the privacy policies and/or practices on other sites. When linking to another site you should read the privacy policy stated on that site. This Privacy Policy only governs information collected on the Services.

What this is saying

The security of your Personal Information is extremely important to us and we take measures internally to make sure your information is safe with us. We routinely update our security features and implement new protections for your data. If we learn that your data was breached, we will notify you as soon as possible so you can take actions to protect your data. Learn more about how Remind approaches security [here](#).

Third party services

You may be able to access certain third party products through Remind's Services to share content to or from another website or app. These are not Remind products; they are another company's and we do not control their privacy and security practices so only you can decide whether to connect your Remind account with another company's services.

Payment processing services on Remind are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to the Agreement, you agree to be bound by the Stripe Services Agreement, which Stripe may modify from time to time. As a condition of Remind enabling payment processing services through Stripe, you agree to provide Remind with accurate and complete information about you and your entity (if applicable), and you authorize Remind to share it and transaction information related to your use of the payment processing services provided by Stripe.

The third party products you choose to use on Remind may need to collect and use your Personal Information in order to provide their services to you; in order to use any products or services offered by anyone other than Remind, you must review and agree to their specific terms and privacy policies.

Our Services may also include access to, among others:

- Workplace productivity apps that allow for the sharing of content or video or screen sharing, such as but not limited to, Google Docs, Microsoft Office, Dropbox, or Quip; or
- Social media features, such as the Facebook "Like" button, and widgets, such as the "Share this" button or interactive mini-programs that run on our site.

These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by another company or hosted directly on our Services. When connecting your Remind account with any third party site you may benefit from the ability to communicate across sites. Although a class owner may share their roster with a third party service to send content to the students and parents in a class, the class owner may not share phone numbers, email addresses or similar information without the express consent of the user themselves or the Verified Administrator. Furthermore under 13 year old students will never have their external contact points shared. Remind will allow Hub organizations to grant students younger than 13 the ability to reply to messages within their organization(s), not simply to receive these messages. Your interactions with these features are governed by the privacy policy of the company providing it.

What this is saying

You may choose to use products offered by another individual or company while using Remind. Since these products are offered by companies other than Remind (and are not covered by our Privacy Policy), you will need to review and agree to their terms before using their products.

Remind acknowledges that individuals from the EU, EEA, UK and various states in the United States have the right to access the Personal Information that we maintain about them. Any individual who seeks access to, or who seeks to correct, amend, or delete inaccurate data, or to port their data to another, similar service should direct their query to contact@remindhq.com or privacy@remindhq.com. If requested to remove data, we will respond within a reasonable timeframe.

What information can I access and modify?

As a Remind account holder, you have access to view and update the following information at your discretion:

- information in your user account (such as your email address),
- Participant names,
- user preferences, and
- content in your account (note that once provided, you may not be able to edit or remove certain types of content, such as messages)

This list may change as the Services change.

You also have the right to request access to the Personal Information we hold about you in order to verify the Personal Information we have collected in respect of you and to have a general account of our uses of that Personal Information. Upon receipt of your written request to our Privacy Team (contact information below), Remind will provide you with a copy of your Personal Information although in certain limited circumstances, we may not be able to make all relevant Personal Information available to you such as where that information also pertains to another individual or as otherwise required or permitted by law. In such circumstances We will provide reasons for the denial to you upon request. We will endeavor to deal with all requests for access and modifications in a timely manner.

What this is saying

You may access and change certain information that you enter into your Remind account.

How do I delete my account?

You can always opt not to disclose information, even though it may be needed to take advantage of certain Remind features.

You are able to add or update certain information on pages, such as those listed in the "What Information Can I Access" section above. When you update information, however, we often maintain a copy of the unrevised information in our records. Certain types of communication you send to other users cannot be removed, such as message content.

You may request deletion of your Remind account by accessing your account online or contacting us at rmd.me/help or privacy@remindhq.com. Note, if you are a Participant or Organizer and you request to delete your account, Remind may notify the Organization and the Organizer(s) of the classes and/or groups you are affiliated with of your deletion request. Please note that certain information may remain in our records, server logs and archives after deletion of your account. Remind retains this information for purposes such as diagnosing problems with the service and for auditing legal investigations, but reserves the right to delete this information in accordance with its standard business practices in effect from time to time. Further, information and other content you have provided may remain visible elsewhere to the extent such content was copied or stored by other users.

For under age users with an account that is inactive for twelve months or more (meaning the account has not received a message through the Services in that time), Remind's policy is to disable access to Personal Information associated with that account.

If your or your child's Personal Information changes, or you no longer desire to use our Services, or you would like to rescind permission for Remind to further contact your child, you may review, correct, update, delete inaccuracies, request deletion of your child's information, or amend it by logging into your account and making those changes or contacting us at rmd.me/help or privacy@remindhq.com. We will respond to your request as quickly as possible.

We will retain your or your child's information for as long as your account is active or as needed to provide the Services. If you wish to cancel your or your

child's account or request that we no longer use your information to provide Services, contact us at rmd.me/help. Note we will retain and use information, for example, to comply with our audit and legal obligations, to resolve disputes, and to enforce our agreements.

If the information you are requesting to delete was uploaded or otherwise provided by a Verified Administrator of an Organization to which you belong (for example, through CSV or SIS integration), then you must request deletion of that information directly from the Organization. Remind may inform the Organizer(s) and/or Organization(s) you are affiliated with when you request to delete your Remind account.

If your school or school district has paid for Remind Hub and the school or district chooses to end their contract with Remind for Remind Hub, you will be able to use Remind Chat. If your school or district subsequently requests termination of all services and deletion of accounts, Remind will offer you the choice whether to continue using Remind, and if so, provide you with control over your Remind account. If in that instance you as a user wish to delete your service we will honor that request.

California Residents - Exercise of Rights

If you reside in California you are entitled to exercise certain rights outlined in the California Consumer Protection Act. You may access the information we collect about you, modify it or delete it by contacting us at rmd.me/help or privacy@remindhq.com. Remind will not and may not discriminate against you for exercising these rights.

What this is saying

On Remind, you have control over your Personal Information. As an Organizer or Participant, you may delete your account at any time by logging in online. You also have the option to contact us directly at rmd.me/help to delete your account.

Changes to this Privacy Policy

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes we will notify you by email (using the e-mail address specified in your account) or some other means prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

If we make material changes to the types of Personal Information we collect or how we use Personal Information collected from under-13 users we will notify parents by email in order to obtain verifiable parental consent for the new uses of the child's Personal Information.

What this is saying

If we update this Privacy Policy, we will let you know!

Questions or concerns

If you have any questions or concerns regarding privacy when using Remind's Services, please contact us and send us a detailed message at the contact information below. We will make every effort to resolve your concerns.

Name

Privacy Team

Contact

privacy@remindhq.com

12935 Alcosta Blvd.

Unit 1077

San Ramon, CA 94583

If you are a school or district interested in upgrading to Remind Hub, please visit remind.com/plans.

What this is saying

We encourage you to contact us using the information provided here if you have any questions or concerns about how we use your information.

Effective date July 25, 2023

