

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS3939 Thirteenth Street
Riverside, CA 92501**on behalf of the California State Library****ONLINE EDUCATIONAL CONTENT AGREEMENT**

This Agreement for Services (“Agreement”) is made as of August 1, 2023 between the Riverside County Superintendent of Schools (“RCOE”) on behalf of the California State Library (“CSL,” and together with RCOE, “RCOE/CSL”), and ProQuest LLC, (“Provider,” and together with RCOE/CSL, the “Parties”).

WHEREAS, RCOE/CSL is administering an online source of educational content for students;

WHEREAS, the Provider warrants that it has the appropriate materials and is competent to perform the services required by RCOE/CSL; and

WHEREAS, the Provider agrees to perform the services described in this Agreement to RCOE/CSL’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Scope of Work. The Provider shall furnish to RCOE/CSL the scope of services as described in **Attachments “A” through “D”** attached hereto and incorporated herein by this reference (“Services” or “Work”).

- 1. Term.** Provider shall commence providing services under this Agreement on **August 1, 2023**, or upon execution of this contract, and will diligently perform as required or requested by RCOE/CSL as applicable. The term for these services shall expire on **July 31, 2024**. This term may be extended four (4) additional one (1) year terms, upon mutual agreement, at the same rate of compensation.
- 2. Compensation.** RCOE/CSL agrees to pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total annual fee of **\$1,646,600.00**. RCOE/CSL shall pay Provider according to the following terms and conditions:
 - 3.1 Provider shall invoice for the full amount annually on August 1, 2023, or upon execution of this Agreement.
 - 3.2 Payment shall be made within 45 days of receipt of invoice.
 - 3.3 Invoices shall be submitted to Riverside County Office of Education Attention: Accounts Payable, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.
- 3. FAIR Education Act:** All content covered by this Agreement must be in compliance with California’s Fair, Accurate, Inclusive, and Respectful Education Act, also known as the California FAIR Education Act, and found in the California Education Code Section 51204.5. The California Department of Education has a Frequently Asked Questions page for the FAIR Education Act at <https://www.cde.ca.gov/ci/cr/cf/senatebill48faq.asp>.

- 4. Independent Contractor.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of RCOE/CSL, and are not entitled to benefits of any kind or nature normally provided employees of RCOE/CSL and/or to which RCOE/CSL's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Provider's employees and shall defend and indemnify RCOE/CSL against any claim or liability for any such payments.
- 5. Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 6. Standard of Care.** Provider's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for services to California educational agencies.
- 7. Originality of Services.** Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by RCOE/CSL as a basis for such services, and Provider shall defend and indemnify RCOE/CSL against any claim or liability based on unauthorized use of such materials or property.
- 8. Pre-existing Proprietary Materials.** Provider's pre-existing proprietary materials utilized to provide or facilitate the scope of services to RCOE/CSL shall remain the intellectual property of Provider.
- 9. Intellectual Property.** Provider understands and agrees that all intellectual property (except such Software as defined pursuant to section 11.1) first developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark, or patent, shall become the property of RCOE/CSL and cannot be used without RCOE/CSL's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement. RCOE/CSL shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of RCOE/CSL. Provider consents to use of Provider's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

 - 9.1. Ownership of Software; Third Party Materials.** Notwithstanding the foregoing, Provider and its licensors are and will remain the exclusive owners of all right, title and interest in and to the software contemplated pursuant to this agreement ("Software") and all derivative works, and in the materials licensed by Provider from third parties ("Third Party Materials"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement. In addition, Provider shall own any and all other ideas, concepts, themes, technology, algorithms,

programming codes, documentation, or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Provider pursuant to this Agreement (“Specific Developments”). RCOE/CSL will have no rights in the Software, any derivative works, the Specific Developments or Third-Party Materials, except the license and related rights expressly set forth in this Agreement.

10. Audit. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Upon RCOE/CSL’s reasonable request, Provider agrees to provide such applicable information as is reasonable necessary to demonstrate our calculation of fees or our security practices.

11. Termination.

11.1. Without Cause by RCOE/CSL. RCOE/CSL may, with 90 days written notice to Provider, with or without reason, terminate this Agreement. Written notice by RCOE/CSL shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. Upon this termination, RCOE/CSL shall only be liable to Provider for services satisfactorily rendered to the date of termination, and Provider expressly waives and releases any claims for damages against RCOE/CSL that could arise from such termination.

11.2. With Cause by RCOE/CSL. RCOE/CSL may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.2.1. material violation of this Agreement by the Provider; or

11.2.2. any act by Provider exposing RCOE/CSL to liability to others for personal injury or property damage; or

11.2.3. Provider is adjudged a bankrupt; Provider makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Provider’s insolvency.

Written notice by RCOE/CSL shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to RCOE/CSL for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to RCOE/CSL.

11.3. Non-Appropriation of Funds. Notwithstanding any multi-year pricing or subscription term contained in the Agreement, in the event that RCOE/CSL’s governing body does not appropriate sufficient funds, or those funds are not otherwise available by any means in a fiscal period, RCOE/CSL may terminate this Agreement by providing Provider written notice, such termination to be effective on the last day of the fiscal period for which RCOE/CSL receives appropriations.

- 11.4. Upon termination, Provider shall provide RCOE/CSL with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification.

- 12.1. Provider shall indemnify and hold RCOE/CSL harmless from liability for all costs or damages incurred by RCOE/CSL in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that RCOE/CSL gives Provider notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon RCOE/CSL or from the receipt by RCOE/CSL of notice of a threatened suit and further provided that Provider shall control the defense of any such suit. Provider shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of Provider origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.
- 12.2. The maximum liability of provider and its licensors arising out of any claim related to the service or this Agreement shall be limited to the total amount of fees received by provider from RCOE/CSL in the 12 months immediately preceding the event giving rise to such claim. In no event shall provider or its licensors be liable to RCOE/CSL or its authorized users for (i) any indirect, incidental, consequential, punitive or special damages; or (ii) any claim related to RCOE/CSL or its authorized users' use of cover images or user-generated content provided as part of the service; or (iii) unauthorized use of the service.

13. Insurance.

- 13.1. The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below, unless agreed to in writing by RCOE/CSL.
- 13.1.1. **Commercial General Liability.** Commercial General Liability Insurance that shall protect the Provider, RCOE/CSL, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).
- 13.1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Labor Code section 3700, the Provider shall be required to secure workers' compensation coverage for its employees.
- 13.1.3. **Cyber and Privacy.** Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by Provider in connection to this

Agreement. It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of data, and defense costs, fines, and penalties related to this insurance.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Cyber and Privacy (may be included in general liability if expressly identified) Per claim	\$ 5,000,000

13.2. **Proof of Carriage of Insurance.** The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to RCOE/CSL and approved by RCOE/CSL. Certificates and insurance policies shall include the following:

13.2.1. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

13.2.2. Coverage details will be provided on the certificate.

13.2.3. Primary and non-contributory is provided with regard to General Liability where required by written contract.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to RCOE/CSL.

14. **Assignment.** The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

15. **Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of RCOE/CSL and all federal, state, and local laws, ordinances, and regulations. Provider shall give all notices required by any law, ordinance, rule, and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Provider shall notify RCOE/CSL, in writing, and, at the sole option of RCOE/CSL, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from RCOE/CSL. If Provider performs any work that is in violation of any laws, ordinances, rules,

or regulations, without first notifying RCOE/CSL of the violation, Provider shall bear all costs arising there from.

- 16. Permits/Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- 17. Safety and Security:** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from RCOE/CSL the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 18. Anti-Discrimination.** It is the policy of RCOE/CSL that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 19. Fingerprinting of Employees.** RCOE/CSL may request a Fingerprinting/Criminal Background Investigation Certification to be completed and attached to this Agreement prior to Provider's performing of any portion of the Services if there will be virtual or in-person contact.
- 20. RCOE/CSL's Evaluation of Provider and Provider's Employees and/or Subcontractors.** RCOE/CSL may evaluate the Provider in any manner which is permissible under the law. RCOE/CSL evaluation may include, without limitation:
 - 20.1. Requesting that RCOE/CSL employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performances.
 - 20.2. Announced and unannounced observance of Provider, Provider's employees, and/or subcontractors.
- 21. Limitation of RCOE/CSL Liability.** Other than as provided in this Agreement, RCOE/CSL's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall RCOE/CSL or Provider be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 22. Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Provider shall neither rescind the Agreement nor stop providing Services.
- 23. Confidentiality.** The Provider and all Provider's agents, personnel, and employees shall maintain

the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 24. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

RCOE

Riverside County Office of Education
on behalf of California State Library
3939 Thirteenth Street
Riverside, California 92501
Attn: Jenny Fitzpatrick
Email: jfitzpatrick@rcoe.us

Provider

ProQuest LLC
789 Eisenhower Pkwy
Ann Arbor, MI 48108
Attn. David Ulrich
Email: david.ulrich@clarivate.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State. The Parties further acknowledge and agree that the performance of this agreement shall occur within the State, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the RCOE's administration offices are located.
- 27. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **ATTACHMENT A**-Subscription Renewal
- B. **ATTACHMENT B**-Clarivate Master Agreement
- C. **ATTACHMENT C**-List of California local public libraries with service to K-12 students
- D. **ATTACHMENT D**-California student Data Privacy Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Riverside County Office of Education

Date: 8/28, 2023
By: [Signature]
Print Name: Scott S. Price Ph.D.
Title: Chief Business Official

ProQuest LLC

Date: 25 August 2023, 2023.00
By: [Signature]
Print Name: Dawn Branham
Title: Director, Order Management

California State Library

Date: August 28, 2023
By: [Signature]
Print Name: Rebecca L. Wendt
Title: Deputy State Librarian

ATTACHMENT A

Subscription Renewal

**Default
Renewal Details**

System ID: Q-00597278 PQ10079580

It's Time to Renew Your ProQuest Subscription

We hope your users are enjoying the ProQuest subscription you've carefully selected for them. We'd like to remind you that your account is up for renewal. Renew today so your users enjoy uninterrupted access to the products and services they rely on.

Ready to renew? [Confirm Your Renewal](#) now.

Bundle: CAK12 Content Project+PL

Product Name	Code	Start Date	End Date
Culturegrams Online	CLTGRMO	8/1/2023	7/31/2024
eLibrary Subscription	ELIB	8/1/2023	7/31/2024
ProQuest Central Student	PQCENK12	8/1/2023	7/31/2024
ProQuest Research Companion	PQRC	8/1/2023	7/31/2024
Reference Ebook Subscription	EBREFSUB	8/1/2023	7/31/2024
Schools and Educators Complete	EBSCHOOLCOL	8/1/2023	7/31/2024
SIRS Discoverer	SIRSDISC	8/1/2023	7/31/2024
SIRS Issues Researcher	SIRSRSCH	8/1/2023	7/31/2024
Culturegrams Online	CLTGRMO	8/1/2023	7/31/2024
eLibrary Subscription	ELIB	8/1/2023	7/31/2024
ProQuest Research Companion	PQRC	8/1/2023	7/31/2024
Reference Ebook Subscription	EBREFSUB	8/1/2023	7/31/2024
Schools and Educators Complete	EBSCHOOLCOL	8/1/2023	7/31/2024
SIRS Discoverer	SIRSDISC	8/1/2023	7/31/2024
SIRS Issues Researcher	SIRSRSCH	8/1/2023	7/31/2024
Bundle Price: 1,646,600.00 USD			

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Riverside Co Office Of Ed PO Box 868 Riverside CA United States 92502-0868	Riverside Co Office Of Ed PO Box 868 Riverside CA United States 92502-0868
<u>Electronic Invoice</u> Recipient(s):	<u>Electronic Renewal</u> Recipient(s):
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order # \p	Tax Exempt # \txe1\

Billing Information Notes o1\	
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Renewals Notes:

Year	Annual Cost
2023	\$1,646,600
2024	\$1,646,600
2025	\$1,646,600
2026	\$1,646,600
2027	\$1,646,600
Total	\$8,233,000

Notes:

- Providing public & charter K12 local education agencies access to Culturegrams, SIRS Discoverer, SIRS Issues Researcher, eLibrary, ProQuest Research Companion, Schools & Educators Complete, Reference Ebook Collection, and ProQuest Central Student.
- Public Libraries (see included list) are provided access to Culturegrams, SIRS Discoverer, SIRS Issues Researcher, eLibrary, ProQuest Research Companion, Schools & Educators Complete, and Reference Ebook Collection.
- Years 2024-2027 are provided as agreed upon option-year pricing and are executable upon a mutual agreement between all parties.

Limited non-public access, to no more than 30 individual users, will also be provided to members of the California State Library, California Department of Education, California Legislature, and California Governor's office responsible for administration and the development of programming to utilize this content with California K12 public and charter schools.

Sole Source Status: ProQuest LLC ("ProQuest") is the proprietary owner of the online platform(s) that form a substantial part of its information, discovery, and research products/services. As a result, only ProQuest can provide the content combined with the proprietary platform and user experience for the products/services on your renewal. Notwithstanding, products/services such as Ancestry Library Edition, *Dow Jones/Factiva, Fold3, Heritage Quest Online, **O'Reilly, and Newspapers.com are only available to the library market through ProQuest. While a preferred agent in the library market, ProQuest is non-exclusive for PressReader.

*academic library only.

**academic & public library worldwide (excludes South Asia).

New! Simplify your future renewals and invoices

- **Manage your subscriptions with EasyRenew:** Receive uninterrupted access to your products in the future – without any work on your end. [Contact us](#) to use our new [EasyRenew](#) service.
- **Access your invoices online:** View or download a two-year history of your ProQuest invoices, or submit an inquiry or dispute quickly and easily. [Access](#) the ProQuest Invoice Portal today.

For payment questions, please contact us at 1-734-997-4170.

All contract prices are exclusive of any applicable taxes. ProQuest LLC will assess, collect, and remit VAT, GST and sales tax, as applicable, on the sale of taxable goods and services to the extent that ProQuest is obligated to assess tax unless you provide written evidence that you are tax-exempt. If you are required by law to deduct or withhold any amount you must ensure that ProQuest is paid the same fees as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

ATTACHMENT B

Clarivate Master Agreement



Effective Date	Date of Last Signature
Client Name	Riverside County Superintendent of Schools on behalf of the California State Library

Clarivate Terms Master Client Agreement

This Master Client Agreement ("Terms") between ProQuest and the Client listed above creates a framework of contract terms that govern your use of the Clarivate products, services, and other deliverables ("Products") that you install or you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively "Order"). These Terms are incorporated into each accepted Order unless we have agreed in writing otherwise.

"We", "our" and "Clarivate" means the Clarivate entity identified in the Order; "you" and "your" means the Client entity identified in the Order. From time to time, a current affiliate of either party may provide or receive services (as the case may be) by entering into an order form that refers to these Terms. These Terms will continue to apply until terminated by either party by providing written notice. After termination, you cannot place any new orders under these Terms. Unless expressly otherwise provided or agreed in writing, termination of these Terms will not cancel any outstanding orders, which will continue to be subject to these Terms.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("Agreement"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms.

1. Our products and services

(a) **Orders.** Your Order identifies the Products, quantities, relevant licence and restrictions, fees and charges, permitted users ("Authorized Users") and other relevant details of your Order.

(b) **Intellectual Property.** Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "Clarivate IP"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) **Compliance.** Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("Applicable Laws").

(d) **Updates.** The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) **Passwords.** Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) **Usage information.** We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes. In collecting and using such data, we will at all times comply with applicable data protection laws.

(g) **Feedback and knowledge.** Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("Feedback") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and



experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("Documentation") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

2. Your obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("Content"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("Third Party Technology") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Unauthorized technology. Unless expressly permitted elsewhere in the Agreement for the relevant Product, you must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) download or scrape data from the Products; (iv) perform any text or data mining or indexing of the Products or any underlying data; (v) use the Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.

(f) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) use Clarivate IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by



Clarivate or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

(g) **Your Responsibilities.** You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

3. Information Services

(a) **Definition.** "Information Services" means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively "Licensed Information"), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

(b) **License.** Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a "reasonable amount" of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) **Distribution.** Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a 'limited extract' as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between you, Clarivate and the third party. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) **Attribution and representation.** Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an 'expert' in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) **Definition.** "Installed Software" means software which is downloaded to or implemented on your servers.

(b) **License.** You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) **Delivery.** Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) **Acceptance.** Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.



5. Hosted Software

- (a) **Definition.** "Hosted Software" means our software applications made available to you via the internet.
- (b) **License.** You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.
- (c) **Delivery.** We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.
- (d) **Content.** You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.
- (e) **Security.** We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional services

- (a) **Definition.** "Professional Services" means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.
- (b) **License.** Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.
- (c) **Changes.** Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.
- (d) **Access.** As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

- (a) **Information Services.** Where we make Licensed Information available to you via API or a data feed, the information service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed



Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times.

(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively "Software") or otherwise allow our Software to interoperate with third-party programs or services ("Client Configurations"). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 90 days. Once resolved, payment of disputed invoices will be due as soon as possible.

(b) **Changes.** We may change the charges for the Products with effect from the start of each future renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals ("Data Privacy Laws"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at



<https://clarivate.com/terms-of-business> are hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the applicable Data Privacy Laws or the data processing addendum.

10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (iii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

11. Audit

(a) **Audit right.** Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) **Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

12. Warranties and disclaimers

(a) **LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

(b) **SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.**

(c) **PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.**

(d) **NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES**



RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY-CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.

(e) **THIRD PARTY MATERIALS.** WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

13. Liability

(a) **Unlimited liabilities.** Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or indemnification or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

(b) **Excluded losses.** Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

(c) **Limitation.** The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

(d) **Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

(e) **No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) **Third party intellectual property.** If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

(g) **Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

(h) **Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

14. Term, Termination



(a) **Term.** The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) **Suspension.** We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

(d) **Effect of termination.** Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

17. General

(a) **Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

(b) **Marketing.** Each of us agrees not to use the other's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without prior written approval.

(c) **Amendment.** These Terms may only be amended by mutual written agreement of you and Clarivate.

(d) **Enforceability.** The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

(e) **Non-solicitation.** Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.



(f) Performance. We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

(g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.

(h) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(i) Governing law and jurisdiction. Each of us agrees that any claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order.

(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

(k) Notices. Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

SIGNATURE

Signed on behalf of ProQuest		Signed on behalf of Riverside County Superintendent of Schools on behalf of the California State Library	
Signature	<small>DocuSigned by:</small> Dawn Branham	Signature	
Print Name	Dawn Branham	Print Name	Jenny Sitepatricle
Title	Director, Order Management	Title	Administrator, Contracts & Purchasing
Date	August 15, 2023	Date	8/18/23

ATTACHMENT C

List of California local public libraries with service to K-12 students

California Local Libraries as of August 2023

Total number: 186

A. K. Smiley Public Library
Alameda County Library
Alameda Free Library
Alhambra Civic Center Library
Alpine County Library/Archives
Altadena Library District
Amador County Library
Anaheim Public Library
Arcadia Public Library
Azusa City Library
Banning Library District
Beaumont Library District
Belvedere-Tiburon Library
Benicia Public Library
Berkeley Public Library
Beverly Hills Public Library
Blanchard/Santa Paula Public Library District
Brawley Public Library
Buena Park Library District
Burbank Public Library
Burlingame Public Library
Butte County Library
Calabasas City Library
Calaveras County Library
Camarena Memorial Public Library
Camarillo Public Library
Carlsbad City Library
Carpinteria Community Library
Cerritos Public Library
Chula Vista Public Library
City Of Commerce Public Library
Coalinga-Huron Library District
Colton Public Library
Colusa County Free Library
Contra Costa County Library
Corona Public Library
Coronado Public Library
Covina Public Library
Crowell Public Library
Daly City Public Library

Del Norte County Library District
Downey City Library
El Centro Public Library
El Dorado County Library
El Segundo Public Library
Escondido Public Library
Folsom Public Library
Fresno County Public Library
Fullerton Public Library
Glendale Library, Arts & Culture
Glendora Library & Cultural Center
Goleta Valley Library
Harrison Memorial Library
Hayward Public Library
Hemet Public Library
Humboldt County Library
Huntington Beach Public Library
Imperial County Library
Imperial Public Library
Inglewood Public Library
Inyo County Free Library
Irwindale Public Library
Kern County Library
Kings County Library
La County Library
Lake County Library
Larkspur Public Library
Lassen Library District
Lincoln Public Library
Livermore Public Library
Lodi Public Library
Lompoc Public Library
Long Beach Public Library
Loomis Library & Community Learning Center
Los Angeles Public Library
Los Gatos Library
Madera County Library
Marin County Free Library
Mariposa County Library
Mendocino County Library
Menlo Park Public Library
Merced County Library
Mill Valley Public Library
Mission Viejo Library
Modoc County Library
Mono County Free Library
Monrovia Public Library
Monterey County Free Libraries

Monterey Park Bruggemeyer Library
Monterey Public Library
Moorpark City Library
Moreno Valley Public Library
Mountain View Public Library
Murrieta Public Library
Napa County Library
National City Public Library
Nevada County Library
Newport Beach Public Library
Oakland Public Library
Oceanside Public Library
Ontario City Library
Orange County Public Libraries
Orange Public Library
Orland Free Library
Oxnard Public Library
Pacific Grove Public Library
Palm Springs Public Library
Palmdale City Library
Palo Alto City Library
Palo Verde Valley Library District
Palos Verdes Library District
Pasadena Public Library
Paso Robles City Library
Placentia Library District
Placer County Library
Pleasanton Public Library
Plumas County Library
Pomona Public Library
Porterville Public Library
Rancho Cucamonga Public Library
Rancho Mirage Public Library
Redondo Beach Public Library
Redwood City Public Library
Richmond Public Library
Riverside County Library System
Riverside Public Library
Roseville Public Library
Sacramento Public Library
Salinas Public Library
San Anselmo Public Library
San Benito County Free Library
San Bernardino County Library
San Bernardino Public Library
San Bruno Public Library
San Diego County Library
San Diego Public Library

San Francisco Public Library
San Jose Public Library
San Juan Bautista City Library
San Leandro Public Library
San Luis Obispo City-County Library
San Mateo County Libraries
San Mateo Public Library
San Rafael Public Library
Santa Ana Public Library
Santa Barbara Public Library
Santa Clara City Library
Santa Clara County Library
Santa Clarita Public Library
Santa Cruz Public Libraries
Santa Fe Springs City Library
Santa Maria Public Library
Santa Monica Public Library
Sausalito Public Library
Shafter Library
Shasta Public Libraries
Sierra Madre Public Library
Signal Hill Public Library
Simi Valley Public Library
Siskiyou County Free Library
Solano County Library
Sonoma County Library
South Pasadena Public Library
South San Francisco Public Library
St. Helena Public Library
Stanislaus County Free Library
Stockton-San Joaquin County Public Library
Sunnyvale Public Library
Sutter County Library
Tehama County Library
Thousand Oaks Library
Torrance Public Library
Trinity County Free Library
Tulare County Free Library
Tulare Public Library
Tuolumne County Library
Upland Public Library
Ventura County Library
Victorville City Library
Watsonville Public Library
Whittier Public Library
Willows Public Library
Woodland Public Library
Yolo County Library

Yorba Linda Public Library
Yuba County Library

ATTACHMENT D
Student Data Privacy Agreement

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.25.20)

Riverside County Superintendent of Schools on behalf of the California State Library

and

ProQuest LLC

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

Riverside County Superintendent of Schools on behalf of the California State Library, located at PO Box 888 Riverside, CA 92501
(the "Local Education Agency" or "LEA") and
ProQuest LLC, located at 789 E. Eisenhower Parkway, Ann Arbor, MI 48108
(the "Provider").

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. ~~This DPA shall stay in effect for three years. Exhibit E will expire 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.

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(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: 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: 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.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to 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."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

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~~

Upon your reasonable request, we agree to provide such applicable information as is reasonably necessary to demonstrate our calculation of fees or our security practices.

~~agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.~~

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "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.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

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

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

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

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

EXHIBIT "A"
DESCRIPTION OF SERVICES

Please see attached Exhibits A1-A7

The Products and Services covered under this data privacy agreement are being made accessible to all California K-12 students.

EXHIBIT "A1"
DESCRIPTION OF SERVICES

Platform: **ProQuest Academic Platform**

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of materials is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account (**MyResearch**) set up enabling personalize features such as saved searches and alerts.

The responsively designed user interface offers access on any device at any time via your devices web-browser.

Some **User Survey Responses** may be captured through ProQuest Platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through the ProQuest® online research platform.

Research Databases on the ProQuest® Platform

ABI Inform Global: Quickly connects business researchers with more of the scholarly information that they need. ABI/INFORM Global contains the full text of thousands of journals, including essential scholarly journals, magazines and trade journals. Researchers increasingly need more than just scholarly journals to stay current and conduct their research thoroughly and effectively. This is why we have made it easy for them to also access thousands of dissertations, working papers, news sources, and much more.

American Periodicals is a foundational, richly cross-disciplinary resource for research into myriad aspects of American history, bringing unprecedented scope and scale to this type of content. It comprises 10M digitized page images from 1,800 historical serials spanning almost 250 years of American history, from the colonial period to the late-20th century. The broad cross-section of periodical types from the period includes popular titles, early professional journals, celebrations of Americana, and incisive social and political magazines. American Periodicals consists of two separately purchasable collections: American Periodicals Series Online and American Periodicals from the Center for Research Libraries

Colonial State Papers: Through collaboration with The National Archives of the United Kingdom, The Colonial State Papers offers access to over 7,000 hand-written documents and more than 40,000 bibliographic records with this incredible resource on Colonial History. In addition to Britain's colonial relations with the Americas and other European rivals for power, The Colonial State Papers also include coverage of the Caribbean and Atlantic world. This is an invaluable resource for scholars of Early American history, British colonial history, history of the Caribbean, maritime history, Atlantic trade, plantations and slavery.

The Health & Medical Collection is uniquely suited for libraries with users who require content for learning and researching biomedical science and related subject areas. Our content helps health science librarians meet the research needs of many audiences, whether they're supporting a clinical research study or providing faculty with instructional multimedia content to help students connect theory to practice.

Literature Online (LION): Literature Online offers an authoritative database of primary and critical texts matched with a specialist interface designed for literary research. Centuries of accurately reproduced primary texts and a wealth of relevant and important criticism and reference resources, such as scholarly journals and specially commissioned biographies helps serve the studying, teaching and researching of literature.

ProQuest Central Student: Designed to bring instant results to users across thousands of journals, magazines, newspapers, videos, and reports, ProQuest Central Student is a truly multidisciplinary resource. It can support every class in your program with coverage of 160 subjects including current events, literature and humanities, sciences, health, social sciences, and business. Designed to meet high school and college-prep programs.

ProQuest Historical Newspapers: Historical newspaper content from more than 50 premier stand-alone historical titles dating back to the 1700s and more than 55 million digitized pages. ProQuest historical Newspapers is the definitive newspaper archive that includes full-page and/or article images in easily downloadable PDFs. Titles include HNP Hartford Courant, HNP Atlanta Constitution, HNP Atlanta Constitution, HNP Atlanta Daily World, HNP Baltimore Afro-American, HNP Baltimore Sun, HNP Boston Globe, HNP Call Post, HNP Chicago Defender, HNP Chicago Tribune Original Years, HNP Chinese Newspaper Collections, HNP Christian Science Monitor, HNP Guardian and Observer, HNP Irish Times, HNP LA Sentinel, HNP LA Times, HNP New York Times, HNP New York Tribune 1842-1922, HNP Norfolk Journal and Guide, HNP NY Amsterdam News, HNP Philadelphia Tribune, HNP Pittsburgh Courier, HNP Scotsman, HNP SF Chronical, HNP Times of India, HNP Wall Street Journal, HNP Washington Post.

STEM Database delivers a wide-ranging collection of more than 500 magazines and journals designed to support studies in science, tech, engineering and math subject areas. Disciplines covered include earth, life, physical, medical, mathematics and applied sciences, such as engineering.

Newspapers & U.S. Major Dailies: Recent newspaper content is among the most sought-after primary source material in research. ProQuest offers exclusive and preferred access to the five most respected

U.S. national and regional newspapers: *The New York Times*, *Washington Post*, *Los Angeles Times*, *Chicago Tribune*, and *the Wall Street Journal*.

The Vogue Archive comprises the backfile of the US edition of Vogue magazine from 1892 to the present day, reproduced in high-resolution color page images.

Women's Magazine Archive Collections: *Women's Magazine Archive* consists of two collections, each spotlighting a set of titles whose names still resonate today: Collection 1: *Better Homes & Gardens*, *Good Housekeeping*, *Ladies' Home Journal*, *Parents*, *Redbook*, *Chatelaine* (Canada); Collection 2: *Cosmopolitan*, *Essence*, *Seventeen*, *Town & Country*, *Woman's Day*, *Women's International Network News*. In all, *Women's Magazine Archive* will deliver some 850,000 pages per collection. The content supports research across disciplines, providing unique perspectives on social history, law, health, politics, the arts, and more.

EXHIBIT "B1"
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student) Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care) Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	*Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	*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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	**Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
		N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other:

- **Admin Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- ***User Personalization (MyResearch).** Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as saved documents, saved searches, alerts, RSS feeds) a user email address and password will be captured and verified at the time of account set up.
- ****User Survey Responses (Qualtrics Integration)** may be presented to users, and are entirely optional. No user data is required to participate in the survey. Users are asked to provide a First Name and email address if they agree to provide further feedback to ProQuest.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

ProQuest Platform
 v. 20Nov2020/jd

EXHIBIT "A2"**DESCRIPTION OF SERVICES****ProQuest® K-12 Guided Research Student Interface
(ProQuest Platform)**

The Guided Research Interface is offered for those ProQuest® database and reference services that are intended for use by students and teachers in K-12 schools.

No Student Data (as defined on Exhibit C) is collected from Customer or individual students when the products are accessed through the student interface.

The SIRS® and e Library® reference products may be accessed through the Guided Research interface described in this Exhibit or via the ProQuest Platform academic interface. For information about the ProQuest academic interface, please see the separate Exhibits outlining the features and functionality native to the ProQuest Platform.

Reference Products with Guided Research Interface Available

e Library is an online research service that helps simplify the research process and empowers novice researchers to more easily and efficiently choose their research topic and find authoritative information to support their research claim. It delivers one of the largest collections of periodical and digital media content editorially selected to support novice researchers. It includes more than 11,000 editor-created Research Topics pages deliver the essential elements on a vast array of people, places, historical events and eras, literary genres, current events, broad curricular themes and much more. Students can access primary and scholarly sources, and all content is in 100% full text. 1,700+ magazines, newspapers, transcripts and digitized reference book content, more than seven million images, maps, websites, videos and interactive simulations, all expertly curated by ProQuest editors.

SIRS Discoverer is a multidisciplinary topical research database specifically designed for upper elementary and middle school learners, researchers, and educators covering curriculum areas such as, history, health, language arts, math, science, social studies, and technology. All newspaper, magazine, and reference book content is 100% full text, editorially-selected and indexed from over 2,200 reliable, high-quality global sources. The collection includes vetted educational Websites and reference materials such as the Compton's by Britannica encyclopedia and DK Eyewitness books. Trusted periodical titles include Ranger Rick, Highlights for Children, Monkeyshines, New Moon, PopSci for Kids and many others.

SIRS Issues Researcher - When it comes to helping novice researchers understand the major issues of the day, SIRS® Issues Researcher stands apart by offering balanced content selections from more than 2,000 international sources. Analysis and opinions cover the pros, cons, and everything in between of 360+ social, scientific, health, historic, economic, and political issues. Editorially curated and created content including engaging Essential Questions, and viewpoint articles help build a solid foundation for

understanding complex global issues. Documents and graphics in SIRS Issues Researcher are carefully selected according to strict SIRS criteria for content reliability, relevance, and age-appropriateness. Titles include American History, The Christian Science Monitor, Economist, Foreign Affairs, Financial Times, Global Viewpoint, Maclean's, National Geographic, and Newsweek.

Legacy products: SIRS Government Reporter, SIRS Renaissance and SKS Package can now be found in SIRS Issues Researcher.

v. 20Nov2020/jd

EXHIBIT “B2”
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
Student Name	First and/or Last	N/A
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
		N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other: Information Gathered for the Guided Research interface

- **Admin Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization.** These features are not available when users access the reference or research service via the Guided Research Student Interface. Personalization features remain available when products are offered through the ProQuest Platform. See separate Exhibits for ProQuest Platform.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

Guided Research
v. 20Nov2020

EXHIBIT "A3"
DESCRIPTION OF SERVICES

Intended for use by students and teachers in K-12 schools. No Student Data (as defined on Exhibit C) is collected from Customer or individual students when the products are accessed through the student interface.

CultureGrams Online ("CultureGrams") is a leading online reference database for concise and reliable cultural information on the countries of the world. With world events increasingly affecting our lives, it's more important than ever to educate students about the world around them.

CultureGrams provides country reports that go beyond mere facts and figures to deliver a one-of-a-kind perspective on daily life and culture, including the background, customs, and lifestyles of the world's people. Individual reports covering 200+ countries, all 50 United States, and the Canadian provinces, are written and reviewed by in-country experts and are updated as new information becomes available, so you can be sure you're offering only the very best, most current information to staff and students.

v. 20Nov2020/jd

EXHIBIT "B3"
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
Student Name	First and/or Last	N/A
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content; writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
		N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other:

- **Admin Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization.** No personalization features are available for CultureGrams.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

CultureGrams
v. 20Nov2020/jd

EXHIBIT "A4"
DESCRIPTION OF SERVICES

Platform/Services: Alexander Street and Alexander Street Video

Intended for use by Colleges, Universities, as well as K-12 Educators and upper level students age 13 and above.

Anonymous searching and browsing of content is facilitated on the on-line platform. No **Student Data** or **Pupil Data** is required to use the services in this mode.

Authenticated Teachers and Students (age 13 and older) may consent to the use of a display name, email address and their chosen password during optional user account set up enabling personalized features on this service. The personalization features include the ability to create and save playlists, video clips and bookmarks related to content within the applicable service.

There is an optional LTI app that uses LTI 1.0 to allow embedding of links to content in the Customer's Learning Management System (LMS) so that students can access the content using their credentials on the learning management system. ProQuest does not use, collect or store any individual identifying data in this process as the authentication is handled through the LMS.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through any of the Alexander Street™ services.

Example Alexander Street Offerings

ProQuest's Alexander Street products are curated, discipline-focused, primary-source collections, websites and streaming media for learning and research. The following are examples of available databases and is not an exhaustive list. The above data uses and functionality remain the same across the services unless otherwise noted.

Academic Video Online (AVON) is the most comprehensive video subscription available to libraries. It delivers more than 68,000 titles spanning the widest range of subject areas including anthropology, business, counseling, film, health, history, music, and more. More than 14,000 titles are exclusive to Alexander Street.

American History in Video includes 2,000 total hours of streaming video content, including newsreels and documentaries from United Newsreel and Universal Newsreel, PBS, California Newsreel, Bullfrog Films, Documentary Educational Resources, Pennebaker Hegedus Films, The History Channel®, and others.

***Harper's Weekly Series** represents the full-text of America's leading 19th century illustrated newspaper: 1857-1912.

Music Online Listening is a comprehensive and highest quality streaming audio collection to support the teaching and research of music. It currently provides academic libraries with streaming access to over 10 million tracks of audio recordings, and is growing monthly as new recordings are added.

Theatre Performance and Design Collection is a comprehensive, international collection that covers all aspects of theater from production and design to performance. It brings together Alexander Street's premiere collections of video performances, audio dramas, and designs that combine to bring the brilliance of stage into the classrooms.

Theatre and Drama Premium bridges the gap between Literature and Theatre departments, serving students and faculty in many disciplines, such as theatre, literature, performance studies, theatrical design, dramatic writing, and more. The collection includes the entire contents of our leading drama text collections, audio collections and video collections.

*Asterisked services do not provide any of the personalization features or functionality. No Student Data or Pupil Records are captured.

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ProQuest’s Alexander Street™ platforms

EXHIBIT “B4”
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:	n/a
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	n/a
	Observation data	n/a
	Other assessment data-Please specify:	n/a
Attendance	Student school (daily) attendance data	n/a
	Student class attendance data	n/a
Communications	Online communications that are captured (emails, blog entries)	n/a
Conduct	Conduct or behavioral data	n/a
Demographics	Date of Birth	n/a
	Place of Birth	n/a
	Gender	n/a
	Ethnicity or race	n/a
	Language information (native, preferred or primary language spoken by student)	n/a
	Other demographic information-Please specify:	n/a
Enrollment	Student school enrollment	n/a
	Student grade level	n/a
	Homeroom	n/a
	Guidance counselor	n/a
	Specific curriculum programs	n/a
	Year of graduation	n/a
	Other enrollment information-Please specify:	n/a
Parent/Guardian Contact Information	Address	n/a
	Email	n/a
	Phone	n/a
Parent/Guardian ID	Parent ID number (created to link parents to students)	n/a

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	n/a
Schedule	Student scheduled courses	n/a
	Teacher names	n/a
Special Indicator	English language learner information	n/a
	Low income status	n/a
	Medical alerts	n/a
	Student disability information	n/a
	Specialized education services (IEP or 504)	n/a
	Living situations (homeless/foster care)	n/a
	Other indicator information-Please specify:	n/a
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	n/a
	Email	X
	Phone	n/a
Student Identifiers	Local (School district) ID number	n/a
	State ID number	n/a
	Vendor/App assigned student ID number	n/a
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	n/a
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	n/a
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	n/a
Student Survey Responses	Student responses to surveys or questionnaires	n/a
Student work	Student generated content; writing, pictures etc.	n/a

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	n/a
Transcript	Student course grades	n/a
	Student course data	n/a
	Student course grades/performance scores	n/a
	Other transcript data -Please specify:	n/a

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	n/a
	Student pick up and/or drop off location	n/a
	Student bus card ID number	n/a
	Other transportation data - Please specify:	n/a
Other	Please list each additional data element used, stored or collected by your application	X

Other: Alexander Street offerings capture the following information:

- **Administration Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used .
- **User Personalization.** Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as creation of playlists or video clips) a user email address, display name and password will be captured at the time of account set up.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

Alexander Street
v. 20Nov2020/jd

EXHIBIT "A5"
DESCRIPTION OF SERVICES

Platform: History Vault Platform

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of materials is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account (User Profile) set up enabling personalize features such as saved searches and documents.

The responsively designed user interface offers access on any device at any time via your devices web-browser.

Some **User Survey Responses** may be captured through ProQuest Platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through History Vault research platform.

ProQuest History Vault Research Databases

This award-winning, continuously-growing digitized collection of manuscript and archival materials now has over 20 million pages in 51 different modules. Created in partnership with renowned archival institutions, History Vault gives students and researchers a firsthand look at pivotal moments in history through the power of primary sources. Collections include:

History Vault: American Indians and American West, 1809-1971

History Vault: American Politics and Society from Kennedy to Watergate, 1960-1975

History Vault: FBI Confidential Files and Radical Politics in the U.S., 1945-1972

History Vault: Immigration: Records of the INS, 1880-1930

History Vault: Margaret Sanger Papers

History Vault: NAACP Papers: The NAACP's Major Campaigns - Education, Voting, Housing, Employment, Armed Forces

History Vault: NAACP Papers: The NAACP's Major Campaigns - Scottsboro, Anti-Lynching, Criminal Justice, Peonage, Labor and Segregation and Discrimination Complaints and Responses

History Vault: Progressive Era: Reform, Regulation, and Rights

History Vault: Struggle for Women's Rights, Organizational Records, 1880-1990

History Vault: Students for a Democratic Society, Vietnam Veterans Against the War, and the Anti-Vietnam War Movement

History Vault: Vietnam War and American Foreign Policy, 1960-1975

History Vault: Women at Work during World War II: Rosie the Riveter and the Women's Army Corps

This is a representative list based on subscriptions adopted in your state as of the revision date of this Schedule. Additional Collections are available and conform to the user interface and data capture parameters outlined in these Schedules A & B.

Rev. 20Nov2020/jd

EXHIBIT "B5"
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	*Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	Student app username	N/A
	Student app passwords	N/A
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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
		N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other:

- **Admin Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Institutional Log-In Authentication (Optional).** A single ProQuest generated user name and password is provided to LEAs who chose this method as their authentication option. No Student Data, Pupil Records or other PII is captured or used.
- ***User Personalization (User Profile).** Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as saved documents, saved searches, and recent searches) a user email address and password will be captured at the time of account set up.
- ****User Survey Responses** may be captured through the platform (Qualtrics Integration). Short user surveys are occasionally presented to users that request feedback on the features, functionality, or content in the service being used. No personal data is required and the user may choose not to respond.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

EXHIBIT "A6"**DESCRIPTION OF SERVICES****Platform: ProQuest Ebook Central**

Intended for use by K-12 Educators and upper level students age 13 and above.

Anonymous browsing of Ebooks is facilitated on the on-line platform. Authenticated Teachers and Students (age 13 and older) may consent to the use of their email address during optional user account set up enabling personalized features on this service and there is an optional eBook reader app that uses the Student Data as indicated on Schedule B.

Except as noted in the previous paragraph, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

No Pupil Records are stored or accessed through any of the Ebook Central systems.

Example Offerings on the ProQuest® Ebook Central Platform

These are examples, additional Ebook Databases as well as purchased titles and collections are available on this platform, all described functionality remains the same.

Academic Complete Subscription Database: Academic Complete is ProQuest's foundational, multidisciplinary aggregated Ebook subscription database provides users 24/7, unlimited access to academic Ebooks. With more than 180,000 titles curated by our in-house librarians, it offers libraries an affordable, critical mass of content to serve the needs of academic researchers worldwide.

Schools and Educators Complete Subscription Database: This Ebook database offers a foundational base of more than 14,700 ebooks for K-12 students and teachers that are available anytime and anywhere. Key topics for students include history, art, science, music, math, computers, literature, writing, religion, and fiction. Teachers benefit from such subjects as common core, distance learning, classroom management, curriculum planning, educational technology, tests and measurements; child development, psychology and disabilities, and more.

Optional Library Thing Book Cover Widget: A Book Display Widget that is interoperable with the ProQuest® Ebook Central platform and highlights your collections and puts them front and center on your library's homepage. Patrons just click on the image of the book cover to go directly to that title in your catalog.

No Faculty or Student Data or Records are accessed, used or stored in connection with the Widget

EXHIBIT “B6”
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify:	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	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)	N/A
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content, writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
Other	Please list each additional data element used, stored or collected by your application	X

Other: Ebook Central captures:

- **LibCentral:** This library administration portal captures name, title, email address, and passwords of library administrators.
- **Patron Log-In Option.** Where Patron Log-In is chosen by the library as its user authentication method, ProQuest will receive library designated username and passwords for its users for the purposes of user authentication.
- **Single Sign-On or Patron Personalization.** Where an authorized user (student, faculty or staff) opts to populate a user account to have access to personalization features of the service (such as alerts or book checkouts) or uses the ereader app, a user email and password will be captured at the time of account set up.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

EBC
v. 20Nov2020/jd

EXHIBIT "A7"
DESCRIPTION OF SERVICES

Platform/Service: ProQuest Research Companion (PQRC)

No personal information is required to watch the videos or use the tools; once authenticated into the system, students may start viewing the learning modules and using the research tools.

A student account is required for: 1) tracking progress through the learning modules and 2) completing the assessment questions where the school administrator has activated the assessment tools.

At the time of account creation, ProQuest obtains the student email addresses and other information disclosed on Exhibit B for account setup described above. The email is stored for the purpose of sending a reminder about a forgotten password.

PQRC runs from the Student's web browser and the responsive design means it's adaptable to all devices—laptops, tablets, and smart phones.

Except as noted above, **no Student Data** is provided to ProQuest by its Customers nor required for purposes of performing or providing the services.

Except for the limited assessment information captured by the application, **No Pupil Records** are captured, stored or accessed through PQRC.

ProQuest Research Companion

An award-winning, cloud-based information literacy solution that enables educators and librarians to guide students through research projects efficiently, at every step. ProQuest Research Companion is designed to be easy, intuitive, and informative. It helps students develop their critical thinking skills to more effectively find, evaluate, and use information. Multimedia-based Learning Modules engage students to think more critically and creatively about their research, while the powerful, interactive Tools help students navigate through the research process.

Learning Modules - The material in the Learning Modules unit is presented in visually compelling, creative videos, and written in a conversational style that improves learning outcomes and maximizes retention. An assessment component is also available to measure student progress.

Research Tools - Research Companion's simple Tools feature automates the basic parts of the research process by leveraging the power of ProQuest data sources, including Ulrich's and Books In Print. Tools include a source evaluation aid, search aid, and revision aid to help students search, evaluate sources, and write more clearly and persuasively.

Customization - Customization features provide greater flexibility for educators to incorporate learning modules into their classrooms, workflow, and learning management systems.

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EXHIBIT "B7"
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:	N/A
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	N/A
	Observation data	N/A
	Other assessment data-Please specify: See below	X
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	N/A
Communications	Online communications that are captured (emails, blog entries)	N/A
Conduct	Conduct or behavioral data	N/A
Demographics	Date of Birth	N/A
	Place of Birth	N/A
	Gender	N/A
	Ethnicity or race	N/A
	Language information (native, preferred or primary language spoken by student)	N/A
	Other demographic information-Please specify:	N/A
Enrollment	Student school enrollment	N/A
	Student grade level	N/A
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	N/A
	Phone	N/A
Parent/Guardian ID	Parent ID number (created to link parents to students)	N/A

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	N/A
Schedule	Student scheduled courses	N/A
	Teacher names	N/A
Special Indicator	English language learner information	N/A
	Low income status	N/A
	Medical alerts	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	N/A
	Email	X
	Phone	N/A
Student Identifiers	Local (School district) ID number	N/A
	State ID number	N/A
	Vendor/App assigned student ID number	N/A
	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)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student generated content, writing, pictures etc.	N/A

Category of Data	Elements	Check if used by your system
	Other student work data - Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/performance scores	N/A
	Other transcript data -Please specify:	N/A

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data - Please specify:	N/A
		N/A
Other	Please list each additional data element used, stored or collected by your application	X

- **Admin Portal:** This library administration portal captures name (optional), email address, and passwords of library administrators.
- **Student Accounts:** If assessments features are activated by the library/school administrator for the account, Students may set up accounts that capture: First Name, Last Name, self-selected User Name, password and email address.
- **Assessment/ Student In App Performance:** If assessment capabilities are activated by the library/school administrator for the account, the application will evaluate whether the student watches instructional videos, measure student review of video research modules, and assign badges based on completion.

The Provider may update the categories of data collected in Exhibit B after execution of this Agreement by providing notice to the LEA (and Subscribing LEAs applicable) of the updated categories of Student Data collected through a revised Exhibit B, which will thereafter become a part of the DPA and supersede the prior Exhibit B.

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

Riverside County Superintendent of Schools on behalf of the California State Library Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[Insert categories of data here]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

DocuSigned by:
Dawn Branham

Authorized Representative of Company

16 August 2023

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Riverside County Superintendent of Schools on behalf of the California State Library ("Originating LEA") which is dated _____, 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:

annemarie.schaub@clarivate.com

PROVIDER: _____ ProQuest LLC _____

BY:  _____ Date: 16 August 2023 _____

Printed Name: _____ Dawn Branham _____ Title/Position: _____ Director, Order Management _____

2. Subscribing LEA

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

LEA: _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS**Adequate Cybersecurity Frameworks**
2/24/2020

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

Cybersecurity Frameworks

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

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

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

EXHIBIT "G"**Supplemental SDPC State Terms for California****Version 1.0**

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

Riverside County Superintendent of Schools on behalf of the
California State Library, located at PO Box 868 Riverside, CA 92501
(the "**Local Education Agency**" or "**LEA**") and
ProQuest LLC, located at 789 E. Eisenhower Parkway, Ann Arbor, MI 48108
(the "**Provider**").

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

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

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

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

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

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

1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

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

[SIGNATURES BELOW]

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

LEA: Riverside County Superintendent of Schools on behalf of the California State Library

By:  Date: 8/18/2023

Printed Name: Jenny Fitzpatrick Title/Position: Administrator, Contracts

Provider: ProQuest LLC

By:  Date: 16 August 2023

Printed Name: Dawn Branham Title/Position: Director, Order Management