

## OPERATOR ADDENDUM

THIS ADDENDUM (the "Addendum") by and between **Aperture Education, LLC**(the "Company") and **the School Association for Special Education in DuPage**(the "Customer" or the "District"), is incorporated in and effective simultaneously with the attached Terms of Service Agreement (the "Agreement") and modifies the Agreement (and all supplement terms and conditions, order forms, and policies, practices, or procedures applicable to or employed by the Company under the Agreement) as follows:

1. **Customer Data.** The Company shall cause each officer, director, employee, and other representative (collectively, the "Authorized Representatives") who shall have access to any "Customer Data," which is defined as all student Personally Identifiable Information ("PII") and other non-public information, including student data, metadata, and user content, of the District students (hereinafter "Customer Data"), whether provided by a student, a student's parent, school personnel, or gathered by the Company during the term of the Agreement to maintain in strict confidence and trust all Customer Data, including the following:
  - a. "Student data" includes personally identifiable information or other material or information that is linked to such personally identifiable information that is created by or provided by a student or the student's parent in the course of the student's use of the Company's services for school purposes. The types of student data that may be collected as part of using the Company's services include student work, student names, student e-mails, grade and age.
  - b. With respect to any Customer Data that could be considered "education records" as defined under the Family Educational Rights and Privacy Act ("FERPA") and/or "school student records" as defined under the Illinois School Student Records Act ("ISSRA"), the Company acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and ISSRA and their implementing regulations and is performing an institutional service or function for which the Customer would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of Customer Data. The Company agrees to abide by the FERPA and ISSRA limitations and requirements imposed on school officials. The Company will collect and use Customer Data only for the purpose of fulfilling its duties under the Agreement for the Customer and the Customer's end users' benefits, and will

not share Customer Data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the Customer. The Company will not use Customer Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the Customer.

- c. With respect to Customer Data that could be considered "education records" Customer shall have the right to access such information for educational purposes and Company will not implement controls to restrict Customer's access to its education records.
- d. With respect to the Company's collection, use or disclosure of personal information from students, as governed by applicable laws, the Company agrees that the Company's use of the personal information and any other Customer Data will be solely for the benefit of the Customer's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the Customer's purpose, including any other commercial purpose, and will not amass a profile about a student, except in furtherance of Customer's purposes.
- e. With respect to the Company's collection, disclosure, or use of personal information as governed by this Addendum and all applicable laws referenced herein, the Company agrees that such collection, disclosure or use of any Customer Data shall be exclusively in furtherance of Customer's school purposes, unless otherwise permitted by law or requested by a student or the student's parent or unless done to allow or improve operability and functionality of the Company's service. If the Company discloses Customer Data to a third party, the following conditions must be met: 1) the Company must have a contract with the third party; 2) the disclosure must be in furtherance of providing the contracted service; 3) the third party must not further disclose Customer Data; and 4) the third-party must implement and maintain reasonable security procedures and practices that meet or exceed industry standards. The Company will provide the customer with a list of any third parties to whom the Company is currently disclosing Customer Data or has disclosed Customer Data. The Company will provide this list within 14 business days of January 1 and within 14 business days of July 1. Customer Data does not include information that has been de-identified such that the resulting data cannot reasonably be used to identify an individual student.

- f. The identity of Authorized Company Representatives having access to Customer Data will be documented and access will be logged.
2. **Compliance with Law.** Company shall comply with all applicable local, county, Illinois, and federal laws and regulations, including those regarding the provision of educational software, copyright, student records/educational records, and student confidentiality, including FERPA, ISSRA, COPPA, PPRA, the Illinois Student Online Personal Protection Act (“SOPPA”), and the Illinois Children’s Privacy Protection and Parental Empowerment Act (“ICPPEA”), to the extent applicable.
3. **Ownership.** All Customer Data will remain Customer's property and Customer shall retain full control over all such Data shared with or collected by the Company.
4. **Security.** Company agrees to employ reasonable security measures that meet or exceed industry standards and otherwise comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of service, including testing its servers for viruses at reasonable intervals and maintaining backup copies of all content. Company agrees to store and process the Customer Data in a manner that is no less protective than those methods used to secure the Company’s own data. This includes appropriate administrative, physical, and technical safeguards to secure the data from unauthorized access, disclosure, use, and loss, and includes maintaining adequate backup copies of the data. Company shall maintain complete and accurate records of these security measures and produce such records to Customer for purposes of audit upon reasonable prior notice during normal business hours. The Customer reserves the right at its sole discretion to perform audits of the Company’s storage of Customer Data at the Customer’s expense to ensure compliance with the terms of the Agreement and this Addendum. The Company shall reasonably cooperate in the performance of such audits.
5. **Security Breach.** In the event of a “Security Breach,” which means an unauthorized disclosure, access, alteration, use, or acquisition of computerized data of Customer Data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, or that compromises the security, confidentiality or integrity of Customer Data, the Company shall promptly, and in no event later than 30 calendar days after the determination that a Security Breach has institute the following:

- i. Provide the Customer with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact and shall be available to assist customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- ii. Notify the Customer of a Security Breach by immediately contacting **Mindy McGuffin** by telephone at **630-955-8104** and by e-mail with a read receipt at [technology@sased.org](mailto:technology@sased.org) and, if that person is different from the contact person identified in this paragraph, by contacting the Company's primary business contact within the District by telephone and email as soon as practicable, but no later than twenty-four (24) hours after the Company becomes aware of a Security Breach; and
- iii. Promptly following the Company's notification to the Customer of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Company agrees to fully cooperate with the Customer in the handling of the matter, including, without limitation:
  - a. Assisting with any investigation;
  - b. Facilitating interviews with the Company's employees and other involved in the matter;
  - g. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, or as otherwise reasonably required by the Board; and
  - d. Assisting the District with any notifications the District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices to any individual or entity without prior written permission from the District.

The Company shall reimburse and indemnify the Customer for any costs imposed on the Customer or reasonably undertaken by the Customer at its discretion associated with a Security Breach, including reimbursement of fees paid by the Customer related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the Customer as a result of the security breach.

- 6. Return/Destruction of Customer Data.** Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the Customer's request, the Company covenants and agrees that it promptly shall deliver to the Customer and shall return to the Customer all Customer Data. If the Customer is not willing to receive Customer Data within a reasonable time (not to exceed 90 days) or if it is not feasible to return the Data to the Customer, then the Company shall destroy the data within 90 days. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in the Customer Data shall survive termination of the Agreement.
- 7. Data Storage.** The Company shall not transmit to or store any Customer Data on a server or other data storage medium located outside the United States of America.
- 8. Infringement.** The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services the Company provides to the Customer. The Company will defend, hold harmless, and indemnify the Customer from any claims brought by a third party against the Customer to the extent based on an allegation that the Company Products infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the Customer's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product; (ii) modify the allegedly infringing Company product to avoid the infringement; (iii) procure for the Customer the right to continue to use the Company products free of the restrictions caused by the infringement; or (iv) take back such Company products and refund to the Customer the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the Customer's license to use the Company's product.
- 9. Governing Law.** The Agreement and this Addendum shall be construed under the laws of Illinois and jurisdiction of the Circuit Court of DuPage County, Illinois or the federal district court for the Northern District of Illinois, Eastern Division, exclusive of its choice of laws provision.
- 10. Access to Data by the Customer.** Any Customer Data in the possession or under the control of the Company shall be made available to the Customer upon request by the Customer. The Company shall be responsible to provide copies of or access to Customer Data in the possession or under the control of the Company to the Customer within a reasonable time frame and in all cases within time frames that will allow timely compliance by the Customer with any statutorily or court ordered deadline. This

includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

- 11. Taxes.** The Customer is a tax exempt organization. Federal excise tax does not apply to the Customer and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
- 12. Customer Payments.** The Customer shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the Customer is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
- 13. Indemnification and Insurance.** Company agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by Company employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by law and general liability insurance with a minimum limit of \$2,000,000. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The Company shall provide the Customer with certificates of insurance and/or copies of policies reasonably acceptable to the Customer evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance or certificate of insurance shall be deemed a breach of the Agreement and the Customer may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the Customer in accordance with the policy provisions, but in no event less than thirty (30) days prior to cancellation of coverages.
- 14. No Indemnification or Limitation of Liability by Customer.** Any provision included in the Agreement that requires the Customer to indemnify the Company or any other

party is deleted and shall not apply to the Customer. Any provision in the Agreement that limits the Company's liability is deleted.

- 15. Warranties.** The Company warrants that the product is fit for the purposes for which it is being provided to the Customer, that title to the product is free and clear, and that Customer's use of the product for its intended purposes does not infringe on the intellectual property rights of any third party. The Customer agrees to use the product only for its intended purpose. Any provision in the Agreement that imposes a warranty on the Customer is deleted.
- 16. Employee and Subcontractor Qualifications.** The Company shall ensure that its employees and subcontractors who have potential access to Customer Data have undergone appropriate background screening to the Customer's satisfaction and possess all needed qualifications to comply with the terms of this Addendum and the Agreement including all terms relating to Customer Data, student data privacy, and intellectual property protection, and shall be responsible for any failure of such individuals to comply with such obligations.
- 17. Renewal of Agreement and Addendum; Posting of Agreement and Addendum.** The parties may renew the Agreement and this Addendum in writing. Unless otherwise specifically agreed in writing, any renewal of the Agreement shall be deemed a renewal of this Addendum. Any provisions in the Agreement that provide for an automatic renewal of the Agreement are deleted. Customer shall post a copy of the Agreement and this Addendum, as well as any renewals, on its website.
- 18. Termination.** The Customer may immediately terminate the Agreement if the Customer makes the determination that the Company has breached a material term of this Addendum.
- 19. Terms and Conditions.** This Addendum constitutes the Terms of Use between the Company and Customer and supersedes all other prior or present understandings, either verbal or in written, regarding the subject matter of the Agreement. Any changes to the Company's Terms of Use shall be ineffective and inapplicable with respect to the Customer unless Customer affirmatively consents in writing to be bound by such changes. In the event of a conflict between the terms and provisions of the Agreement and this Addendum, this Addendum shall be controlling.
- 20. Privacy Policies.** Access by students or parents/guardians to the Company's

programs or services governed by the Agreement or to any Customer Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

- 21. Effective Date.** The Agreement shall be deemed dated and become effective on the date of the last signature of the parties' duly authorized representatives as set forth below.

Aperture Education, LLC.

School Association for Special Education in DuPage

DocuSigned by:  
By: Jessica Adamson  
Its Duly Authorized Agent

By: Melinda McGuffin  
Its Duly Authorized Agent

Printed Name: Jessica Adamson

Printed Name: Melinda McGuffin

Title: CEO

Title: Executive Director

Address: PO Box 1279 Fort Mill, SC 29716

Address: 2900 Ogden Lisle, IL 60532

Date: 3/16/2021

Date: 3/25/2021



**SCHEDULE OF DATA**  
**SCHOOL DISTRICT DATA PROVIDED BY APERTURE EDUCATION**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify: demographic information selected by district may be included or excluded from the Aperture System.	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>

	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>

<p>Other</p>	<p>Please list each additional data element used, stored, or collected by your application:</p>	<input type="checkbox"/>
--------------	---	--------------------------

None	No Student Data collected at this time. Provider will immediately notify D300 if this designation is no longer applicable.	<input type="checkbox"/>

[Products and Solutions](#)[Focus Areas](#)[CALL US  
Purchasing](#)[REQUEST A DEMO  
Company Blog Resources](#)[Login](#)

## Privacy Policy

### APERTURE EDUCATION PRIVACY POLICY

*Last Updated August 2020*

Aperture Education, LLC ("APERTURE"), as a company dedicated to providing schools and youth-serving organizations with educational services, understands that privacy and data security are vital concerns to schools, youth-serving organizations, teachers, parents and students. APERTURE shares these concerns. We are committed to protecting your personal information and satisfying the spirit as well as the letter of all applicable legal requirements through our compliance with this Privacy Policy.

This Privacy Policy describes, in plain English:

1. The types of information we collect when you visit the APERTURE website or subscribe to or otherwise use the APERTURE services, both free and paid (collectively, our "Services").
2. Our practices for using, maintaining, protecting and disclosing the information collected.
3. How our Privacy Policy complies with our legal obligations regarding information we collect and how we help ensure that schools and teachers meet their legal obligations to parents and students (see *How Do We Comply with Legal Obligations?* below).

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will handle it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this Privacy Policy.

This Privacy Policy may change from time to time, as described in *How May We Change Our Privacy Policy?* below. Your continued use of our Services after we make changes is deemed to be acceptance of those changes, so please check this Privacy Policy periodically for updates.

We collect several types of information from and about users of our Services. This information includes the following:

**Information You Provide Directly to Us.** The information we collect on or through our Services may include the following:

- If you are a school or program administrator or teacher, information you provide when you complete our online forms and register for our Services. This information includes the name of your school, your name and email address, and the student ID numbers and demographic

2/23/2021

Privacy Policy - Aperture Education

information of students who will be registered to use the Services, and may also include your phone number and physical address. If you are subscribing to fee-paid Services, we will also collect credit card and other billing/payment information.

- Records and copies of your correspondence, including email address, if you contact us for any reason.
- Details of any transactions you carry out through our Services and the fulfillment of your orders for our Services.

**Information You Provide Via the Services.** Depending upon the particular Services you subscribe to, the Service may allow you to post online assignments, assessments, comments and other information, documents, videos and links (collectively, "User Content"). Students may be granted authorization to post certain types of User Content directly, such as self-assessments and responses to teacher assignments.

**Information We Collect Automatically.** As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and usage patterns, including:

- Details of your visits to our Services, including the resources that you access and use on the Services.
- Information about your computer and internet connection, including your IP address, operating system and browser type.
- Responses to our email communications to you.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services, known as behavioral tracking. See below for information on how you can opt out of behavioral tracking on this website and how we respond to web browser signals and other mechanisms that enable consumers to exercise choice about behavioral tracking.

The information we collect automatically is statistical data. This data helps us to improve our Services and to deliver better and more personalized features to you, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Services.

The technologies we use for this automatic data collection include browser cookies. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of our Services. Unless you have adjusted your browser settings so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.

## How Do We Use Your Information?

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and their contents to you.
- To provide you with information, products or services that you request from us.
- To fulfill any other purpose for which you provide your information.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any agreements entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any additional products or services we offer or provide.
- To allow you to participate in interactive features on our Services.
- For the purpose of aggregated statistical analysis of how you and others use our Services, unless prohibited by the terms of our license agreement with you.
- For any other purpose with your consent.

We may also use information we collect to contact schools and teachers – but never students – about our own and third parties' goods and services that we believe may be of interest. If you do not want us to use your information in this way, please send us an email at [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com). For more information, see *What Are Your Choices About How We Use and Share Your Information?* below.

We will not use or share student personal information for purposes of creating a personal profile of a student, other than for purposes of providing the Services or with the consent of the student or the student's parent (as authorized by law).

We will not access your User Content except for purposes of:

- Providing requested diagnostic reports and other statistical feedback;
- Maintaining, providing and improving the Services;
- As reasonably necessary to provide requested technical support;
- As required (in APERTURE's sole discretion) to meet any legal or regulatory obligations, including cooperation with law enforcement agencies.

In all other cases, APERTURE will request your explicit permission to access or use any of your User Content.

## How Is Your Information Shared?



2/23/2021

Privacy Policy - Aperture Education

We may disclose aggregated information about users of our Services, and information that does not identify any individual, unless prohibited by the terms of our license agreement with you.

We may disclose personal information that we collect or that you provide as described in this Privacy Policy:

- To contractors, service providers and other third parties we use to enable us to provide the Services to you and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of APERTURE's assets, whether as a going concern or as part of a bankruptcy, liquidation or similar proceeding, in which personal information held by APERTURE about our users is among the assets transferred, provided the buyer or other successor is subject to the same commitments to protect the collected information as is APERTURE.
- To fulfill the purpose for which you provide it.
- With your consent, including pursuant to the terms of any agreement between us.

We may also disclose personal information:

- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To enforce our agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of APERTURE, our customers or others.

Other than as described above, we will never provide your information to anyone for any purpose under any circumstances, including for targeted advertising or marketing purposes. See *How Do We Comply with Our Legal Obligations?* below for additional commitments we make to protect your privacy.

### **What Are Your Choices About How We Use and Share Your Information?**

We strive to provide you with choices regarding the information you provide to us. We have created mechanisms to give you the following controls over your information:

**Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of our Services may be inaccessible or not function properly.

**Promotional Offers from APERTURE.** If you do not wish to have your contact information used by APERTURE to promote our products or services, you can opt-out by sending us an email stating your request to [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com). If we have sent you a promotional email, the email will have an "unsubscribe" feature that will allow you to opt-out of receiving future email distributions. Please note that we do not and will not promote any products or services to students.

### **How Can You Access and Correct Your Information?**

You may edit much of your personal information in your account settings within the Services. For information that cannot be edited by you or an account administrator, the account administrator may send us an email at [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com) to request access to, correct or delete any personal information that you have provided to us. If you are a teacher or school administrator, we will facilitate your access to and correction of any factually inaccurate student information promptly upon your request.

We cannot delete all of your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Content from the Services, copies of your User Content may remain viewable in cached and archived pages, or might have been copied or stored by other authorized users of the Services. Except as otherwise agreed with you, we are not responsible or liable for the removal or deletion of (or failure to remove or delete) any of your User Content. Access to and use of information provided via the Services, including User Content, is governed by the terms of our license agreement with you.

### **How Is Your Information Kept Secure?**

We have implemented and maintain a comprehensive security program that is reasonably designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure through the use of administrative, technological and physical safeguards. All information you provide to us is stored on secure servers behind firewalls and will be backed up on a regular basis. Any online payment transactions will be encrypted using SSL technology. We will not store your information, or any information associated with your APERTURE account, outside the continental United States without your prior written permission.

Immediately upon becoming aware of any unauthorized disclosure, access, alteration or use of your Information or any student information associated with your APERTURE account, or of circumstances that could have resulted in unauthorized access to or disclosure or use of such information, we will notify you or the relevant school authorities, as appropriate, fully investigate the incident, and cooperate fully with any investigation of and response to the incident. Except as otherwise required by law, we will not provide notice of the incident directly to other individuals whose Information was involved, regulatory agencies, or other entities without prior written permission from you or the relevant school authorities, as appropriate.

The safety and security of your information also depends on you. We urge you to be careful about giving out information in any public areas of the Services such as the message boards or forums. The information you share in public areas may be viewed by other authorized users of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Except as otherwise agreed in our license agreement with you, we are not responsible for circumvention of any privacy settings or security measures contained within the Services.

### **What Is Our Data Retention Policy?**

2/23/2021

Privacy Policy - Aperture Education

We will retain any personal information we collect through the Services only for as long as your account is active or as long as needed to provide the Services to you. We also may retain and use your information as we deem necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **How Do We Comply with Our Legal Obligations?**

Personal information we collect through the Services may be subject to the Children's Online Privacy Protection Act ("COPPA") and/or the Family Educational Rights and Privacy Act ("FERPA"). In addition, if you are a California resident, you are granted certain rights with regard to personal information we collect under the California Consumer Privacy Act of 2018 ("CCPA"). This section of the Privacy Policy describes the steps we take specifically to ensure our and your compliance with these important laws.

**COPPA Compliance.** COPPA requires that operators of websites and online services that collect the personal information of children under 13 years of age (i) inform parents and legal guardians about their practices for collecting, using and disclosing such personal information and (ii) obtain verifiable consent from parents and legal guardians for doing so. We only collect personal information through the Services from a child under 13 if that student's school, school district or teacher has agreed to obtain parental consent for that child to use the Services and disclose personal information to us for purposes of providing the Services, or we have directly obtained such parental consent.

If you are a student under 13, please do not send any personal information about yourself to us if your school, school district or teacher has not obtained this prior consent from your parent or guardian, or we have not obtained such consent, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent having been obtained, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us with personal information in violation of this Privacy Policy, please contact us at [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com).

**FERPA Compliance.** FERPA protects personally identifiable information contained in students' education records from unauthorized disclosure. Consistent with FERPA, we will only use education records, as defined under FERPA, for the purpose of providing agreed services to a school, school district or teacher. We will never share or sell FERPA-protected information, or use it for any other purposes, except as otherwise directed or permitted by the school, school district or teacher. If a parent or eligible student requests access to education records that are hosted on our servers, we will help facilitate such access. Our license agreement with you will describe additional commitments we make to assist you to comply with your FERPA obligations.

**CCPA Compliance.** If you are a California resident, California law provides you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, please refer to our [CCPA Privacy Notice](#).

### **Is Information Transferred Internationally?**

When you use the Services outside the United States, you are consenting to have your personal information transferred to and processed in the United States. All of APERTURE's servers are currently in the United States, and we are not able to limit the processing of your personal information to any other country. Given this limitation, if your use of the Services or disclosure of certain information to

APERTURE would violate any law that is applicable to you, your right to use the Services and/or disclose such information is revoked, as it is wherever use of the Services is prohibited by law. As appropriate, APERTURE will enter into a separate data transfer agreement that permits the transfer of personal information from a foreign country to the United States in compliance with applicable law.

### **What Rights Do We Grant European Union and United Kingdom Residents?**

APERTURE commits to processing the personal information of residents of the European Union and the United Kingdom in compliance with the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) (the "EU GDPR") and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the "UK GDPR") (collectively, the "GDPR"). In particular, if you are a European Union or United Kingdom resident, APERTURE agrees to grant the following rights to you under the GDPR:

- The right of access to your information.
- The right to rectify your information if it is incorrect or incomplete.
- The right to have your information erased ("right to be forgotten") if certain grounds are met.
- The right to withdraw your consent to our processing of your information at any time (if our processing is based on consent).
- The right to object to our processing of your information (if processing is based on legitimate interests).
- The right to object to our processing of your information for direct marketing purposes.
- The right to receive your information from us in a structured, commonly used and machine-readable format, and the right to transmit your information to another controller without hindrance from us (data portability).

If you are located in the European Union or the United Kingdom and you are or have been an APERTURE customer, we may send you marketing communications based on our legitimate interests, subject always to your right to opt out of such communications. However, we will never share your information with a third party for such third party's marketing purposes, unless you have specifically consented to us doing so.

You may contact us at [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com) to exercise any of the above rights. We may request specific information from you to confirm your identity, and in some circumstances, we may charge a reasonable fee for access to your information.

Furthermore, if you believe that our processing of your information is inconsistent with your data protection rights under the GDPR and we have not adequately addressed your concerns, you have the right to lodge a complaint with the data protection supervisory authority of your country.

### **How May We Change Our Privacy Policy?**

We post any changes we make to our Privacy Policy on this page. If we make material changes regarding how we treat your personal information, we will notify you by email to the email address specified in your account, if you have one, and provide appropriate online notice to you. Your

2/23/2021

Privacy Policy - Aperture Education

continued use of the Services after receiving such notice means that you have consented to such changes. The date the Privacy Policy was last updated is identified at the bottom of this page. You are responsible for ensuring we have an up-to-date, active and deliverable email address for you.

**What If You Have Questions or Comments?**

To ask questions or comment about this Privacy Policy and our privacy practices, you may contact us at [privacy\\_office@apertureed.com](mailto:privacy_office@apertureed.com).

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

10000  
10000  
10000  
10000  
10000

**DESSA SYSTEM FEATURES**

- K-12 SEL Assessment
- Evidence Base for the DESSA
- Adult SEL

**AUDIENCES**

- DESSA-K-8
- DESSA-9-12
- Kickboard/DESSA SEL Inventory
- DESSA-Second Step Edition
- EdSERT

**LEARN**

- Podcast
- Family Resources
- Webinars On Demand
- White Papers

**ABOUT US**

- Our Research
- Customer Spotlights
- Conferences & Tradeshows
- Terms of Service



Products and Solutions

Focus Areas

CALL US  
Purchasing

REQUEST A QUOTE  
Company Blog Resources

Login

# Terms of Service

## DESSA System Terms of Service

Welcome to Aperture Education! These Terms of Service (these "Terms") govern your access to and use of the Aperture Education website and services, including (1) any information and content made available via the Aperture Education website and services, and (2) any browser extensions, mobile applications and other downloadable apps we provide (collectively, the "Services"), so please read them carefully before using the Services.

BY USING THE SERVICES, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND OUR PRIVACY POLICY (available at [www.ApertureEd.com/privacy](http://www.ApertureEd.com/privacy)), WHICH IS INCORPORATED HEREIN BY REFERENCE. You represent and warrant that you are of legal age (at least 18) to form a binding contract with Aperture Education and are not barred under any applicable laws from doing so. If you are registering for the Services on behalf of a school, school district or other organization, you represent and warrant that you have the authority to bind such entity to these Terms. If you do not meet these requirements, you must not access or use the Services.

Please note that the Children's Online Privacy and Protection Act ("COPPA") requires that online service providers such as Aperture Education obtain parental consent before they collect personal information from children under age 13. To ensure compliance with COPPA, Aperture Education will only permit the collection of personal information from a child under age 13 if that child's school, school district, other educational organization, and/or teacher has agreed to obtain the parental consent required by COPPA. Therefore, you agree that:

1. You are solely responsible for ensuring compliance with COPPA;
2. You have obtained written consent from all parents or guardians of children under age 13 who will be accessing and providing any personal information via the Services; and
3. If you are a teacher, you have obtained any required authorization from your school, school district or other educational organization to use the Services and provide any student access to the Services.

### Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. If we make material changes to these Terms, we will post a notification on the Aperture Education website and we will attempt to notify you by email. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the

2/23/2021

Terms of Service - Aperture Education

posting of revised Terms means that you accept and agree to the changes. As we will be continually refining the Services and adding more features, you are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

**Accessing the Services**

Except in the case of paid Services, we reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if for any reason the Services are unavailable at any time or for any period. You are responsible for (1) making all arrangements necessary for you to have access to the Services and (2) ensuring that all persons, including students, who access the Services through your account with Aperture Education or your school's or organization's account with Aperture Education are aware of these Terms and comply with them.

To access the Services, you will be required to provide certain registration details, including payment information if you subscribe to Services that require fee payments. It is a condition of your use of the Services that all the information you provide via the Services is correct, current and complete. You agree that all information you provide to register with Aperture Education or otherwise, including through the use of any interactive features of the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Notwithstanding the forgoing, you are permitted to provide access to the Services to your students ("Authorized Users") via your Aperture Education account to allow them to use the Services. Authorized Users may access the Services via their own user names and passwords.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have or any Authorized User has violated any provision of these Terms.

**Payment Terms**

Except as otherwise specified in the applicable order form ("Order Form"), or Proposal ("Proposal") all fees for the Services must be paid in full within 30 days from the date of invoice. All fees are non-refundable.

**Intellectual Property Rights**

The Services and all textual, graphic and video content made available via the Services are owned by Aperture Education, LLC and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Services for your personal, non-commercial use and the use of your students only. You must not reproduce, distribute, modify, create derivative works of, publicly display,

2/23/2021

Terms of Service - Aperture Education

publicly perform, republish, download, store or transmit the Services, other than User Content (as defined below), except as follows:

- Your computer may temporarily store copies of Services materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download copies to your computers or mobile devices solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features, you may take actions that are enabled by such features.
- Without limiting the foregoing, if we provide video content as part of the Services, such as webinars, you may only use such content for your internal purposes, and you may not permit access to or distribute such content to any third parties.

You must not, and you must not permit any Authorized User to:

- Modify copies of any materials from the Services except for the creation, revision, deletion and sharing of records as permitted by the Services.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Services.
- Access or use for any commercial purposes any part of the Services.

If you wish to make any use of material on the Services other than that set out in this section, please address your request to: [clientsuccess@Apertureed.com](mailto:clientsuccess@Apertureed.com).

No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Aperture Education. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

### **Trademarks**

The Aperture Education name and certain related names, logos, product and service names, designs and slogans are trademarks of Aperture Education or its licensors. You must not use such marks without the prior written permission of Aperture Education. All other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners.

### **Third Party Content**

The Services may contain content and services developed by third parties and provided to us under license ("Third Party Content"). You (the "Customer," for purposes of this section of these Terms) agree to Third Party Content license terms as follows:



2/23/2021

Terms of Service - Aperture Education

1. The Customer and each Authorized User is hereby granted a limited, non-exclusive, non-transferable right and license to access and use within the State in which the Customer and each Authorized User is organized, authorized and resides (the "Customer and each Authorized User Territory") to provide non-commercial access to and use of Third Party Content, including assessments, lessons and item banks (and materials associated with the items such as reading passages and graphics and scoring materials) that may be made available to Customer and each Authorized User solely as part of the Services. The Customer and each Authorized User are strictly prohibited from using or promoting any Third Party Content within or as high stakes assessments. The results of high-stakes assessments are used for purposes other than improving instruction and student learning, such as graduation tests, college admissions tests and teacher evaluation assessments. All rights, licenses and privileges related to the Third Party Content that are not expressly granted to the Customer and each Authorized User under these Terms will remain exclusive to Third Party Content provider(s). Without limiting the generality of the foregoing, the Customer and each Authorized User acknowledges that the Third Party Content provider(s) retains all rights under copyright and all other intellectual property rights in and to the Third Party Content, including all revisions, modifications, translations, or other adaptations or transformations of the Third Party Content, including assessments, and other derivative works created there from (collectively the "Derivative Works"). The Customer and each Authorized User's rights to access and use the Third Party Content shall terminate upon the termination of these Terms. The Customer and each Authorized User acknowledges that use of the Third Party Content after termination of these Terms is strictly prohibited and would constitute infringement of the Third Party Content provider(s)' proprietary rights.
2. Pursuant to these Terms, the Customer and each Authorized User acknowledges and agrees that certain content may expire or otherwise terminate during the term of these Terms. Any rights in and to Third Party Content will at all times be limited and subject to the Third Party Content provider(s) rights in and to the respective Third Party Content. Throughout the term of these Terms, Aperture Education and the Third Party Content provider(s) will have the right, at its sole discretion, to modify the content, and to delete, and require the deletion by the Customer and each Authorized User, of specific Third Party Content.
3. The Customer shall cause any proprietary notice that appears in the Third Party Content included in the Services to be displayed on any copies thereof as it appears in any of the Third Party Content.

**Prohibited Uses**

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services or allow any Authorized User to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.

2/23/2021

## Terms of Service - Aperture Education

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate a Aperture Education employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Aperture Education or users of the Services or expose them to liability.

Additionally, you agree not to or allow any Authorized User to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Aperture Education website or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

### User Content

The Services may allow you to create, revise, delete and share records and other content and may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Content") on or through the Services.

All User Content must comply with the Content Standards set out in these Terms.

You retain full ownership of your User Content. By providing any User Content on the Services, you grant us the right to use, reproduce, modify, perform, display, distribute and otherwise disclose such material, but only for purposes of providing the Services.

You represent and warrant that:

2/23/2021

## Terms of Service - Aperture Education

- You and each Authorized User own or control all rights in and to the User Content and have the right to grant the license granted above to us.
- All of your User Content does and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Content you or an Authorized User submit or contribute, and you, not Aperture Education, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of the Services.

**Monitoring and Enforcement**

We have the right to:

- Remove or refuse to post any User Content for any reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms, including the Content Standards, infringes any intellectual property right, threatens the personal safety of users of the Services or the public, or could create liability for Aperture Education.
- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS APERTURE EDUCATION FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY APERTURE EDUCATION DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER APERTURE EDUCATION OR LAW ENFORCEMENT AUTHORITIES.

However, we can neither review all material before it is posted on the Services nor ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third parties. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

**Term and Termination**

These Terms commence upon the date you begin using the Services or, if you signed an Order Form or Proposal, for the Subscription Period set forth in the Order Form.

Either party may, in addition to other relief, terminate the Services and these Terms if the other party breaches any material provision of these Terms and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the

2/23/2021

Terms of Service - Aperture Education

aggrieved party and proceed with due diligence to completion. Either party will be in default of these Terms if it becomes insolvent, makes an assignment for the benefit of its creditors, or a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

In addition, we have the right to suspend or terminate your account (and all Authorized Users under your account) and your access to the Services immediately if you violate the "Prohibited Uses" section of these Terms.

Upon expiration of the Subscription Period or termination of your account, your user profile may be removed from the Services, User Content relating to your account may be removed from the Services, and User Content relating to your account will not be available to you. However, you understand that removed content may persist in backup copies for a reasonable period of time. Aperture Education has no obligation to maintain or provide the content and may delete all content provided unless legally prohibited from doing so.

Ninety (90) days after the end of the Subscription Period or termination of your account, Aperture Education will automatically deidentify any personal data (including student data) received from you. If you want to extract any such personal data from the Services, you must do so before the end of the Subscription Period or termination of your account.

#### **Content Standards**

These content standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

2/23/2021

## Terms of Service - Aperture Education

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**Software and Updates**

Some use of the Services may require you to download a client software package ("Software"). Aperture Education hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so.

**Support**

If you detect an outage or have other issues accessing the Services, you can contact Aperture Education Technical Support as follows: During business hours (8 am – 5 pm ET) or by emailing [clientsuccess@apertureed.com](mailto:clientsuccess@apertureed.com). In addition, support guides and constantly updated support articles are available 24/7 by clicking on the Support hyperlink from within the application.

**Compliance with FERPA, COPPA and Other Laws**

Aperture Education is committed to compliance with the requirements of the Family and Educational Rights to Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), all relevant state privacy laws (including state laws that specifically protect student data) and all regulations promulgated thereunder. We will not disclose any "personally identifiable information" of any "student" (as those terms are defined by FERPA) without obtaining the prior written consent of the student (or, if the student is not an "eligible student" as defined by FERPA, that student's parent or legal guardian). Compliance with COPPA will be achieved by requiring that you or your school, school district or educational organization obtain parental or guardian consent as described above. We will comply at all times with the terms of our Privacy Policy.

You agree that we may use any information that you provide or an Authorized User provides to us or that is collected via the Services (i) to provide the Services for your and each Authorized User's benefit; (ii) to aggregate information in anonymized form for the purpose of preparing benchmarking reports and for other purposes consistent with any applicable legal requirements, including FERPA; and (iii) to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize and analyze any non-personally identifiable data or information resulting from your or an Authorized User's use of the Services ("Statistical Data"). Statistical Data may be collected and used by us for (i) improving our educational products, (ii) demonstrating the effectiveness of our products and services, (iii) developing new services and applications, and (iv) any lawful business purpose without a duty of accounting to you, provided that the Statistical Data is used only in aggregated form, without specifically identifying you, any student or other individual, or the source of the Statistical Data.

**Copyright Infringement**

We respect the intellectual property rights of others, and ask that you do the same. It is our policy to terminate the Aperture Education account of anyone who repeatedly infringes the copyright or intellectual property rights of others. If you believe that any materials you access via the Services infringe your copyright or other intellectual property rights (e.g., trademark infringement or right of

2/23/2021

Terms of Service - Aperture Education

publicity), please contact our Copyright Agent at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or other intellectual property interest; (2) a description of the copyrighted work or other interest that you believe has been infringed; (3) identification of the content you believe to be infringing in a sufficiently precise manner to allow us to locate that content; (4) adequate information by which we can contact you, including your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the copyright or other intellectual property right, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.

If you believe that any content you posted via the Services that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner or the owner of the intellectual property, the owner's agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing the following information to our Copyright Agent: (1) your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; (4) adequate information by which we can contact you, including your name, address, telephone number, and e-mail address; and (5) a statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by our Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing this person that the removed content may be replaced or access to the content restored in 10 business days. Unless the copyright owner or owner of the intellectual property files an action seeking a court order against you, the removed content may be replaced, or access to it restored, at our sole discretion.

Our designated Copyright Agent for notices of copyright infringement and counter-notices is:

**Aperture Education, LLC**  
ATTN: Copyright Agent  
[clientsuccess@ApertureEd.com](mailto:clientsuccess@ApertureEd.com)

### **Other Content**

The Services may contain links to third-party websites or resources. Aperture Education does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

### **Limited Warranty**

Aperture Education represents and warrants that, during the Subscription Period, the Services will operate substantially in accordance with any applicable documentation provided by Aperture Education; provided that (i) the Services are implemented and operated in accordance with all instructions supplied by Aperture Education; (ii) you notify Aperture Education of any defect in the Services within ten (10) calendar days after the appearance thereof; (iii) you have properly used all updates recommended by Aperture Education with respect to any third party or adapter software products that materially affect the performance of the Services; (iv) you have properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) you have not introduced other equipment or software creating an adverse impact on the Services; (vi) you have paid all amounts due hereunder and are not

2/23/2021

## Terms of Service - Aperture Education

in default of any provision of these Terms; (vii) any legacy software with respect to which the Services are to operate contains clearly defined interfaces and correct integration code; and (viii) you have made no changes (nor permitted any changes to be made other than by or with the express approval of Aperture Education) to the Services source code, if any is licensed hereunder.

EXCEPT FOR THE EXPLICIT WARRANTIES HEREIN, THE SERVICES AND RELATED SOFTWARE ARE PROVIDED "AS IS," AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Aperture Education will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

**Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL APERTURE EDUCATION, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT BEEN HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$50 OR (IF YOU HAVE A PAID ACCOUNT) THE AMOUNTS PAID BY YOU TO APERTURE EDUCATION FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. Some states do not allow the types of limitations in this paragraph, so they may not apply to you.

**Indemnification**

Aperture Education agrees to defend, indemnify and hold you harmless from any claim (including attorney fees) that the Services in the form provided violate or infringe the intellectual property rights of any third party; provided that Aperture Education is given prompt notice of the claim and sole control over the defense and any settlement thereof (except Aperture Education shall not enter into any settlement prejudicial to you without your consent). Aperture Education is not obligated to indemnify you to the extent any claim arises from your breach of these Terms or use of the Services in combination with any software, data, process or technology not supplied by Aperture Education (where there would be no claim, but for such combination) or (ii) unless you provide Aperture Education your reasonable cooperation at Aperture Education's expense.

You agree to defend, indemnify, and hold harmless Aperture Education, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms or your use of the Services, including, without limitation, any use of the content, services, and products of the Services other than as expressly authorized in these Terms.

**Mobile Application Terms**

We may make certain mobile applications available to you. The use of mobile applications in connection with the Services is governed by these Terms. In addition, you must comply with all applicable third party terms of agreement when using the mobile applications (for example, any agreement with a wireless service or wireless data provider). You agree that these Terms and the Privacy Policy are between you and us, and that even if you receive access to the Services through

2/23/2021

Terms of Service - Aperture Education

Apple, Inc.'s App Store or any other source (collectively, the "Distributor") for use on a mobile device, the Distributor has no liability or responsibility whatsoever to you related to Aperture Education, whether by contract, warranty or otherwise, and you will look only to Aperture Education for any support regarding the Services. You may use the Aperture Education mobile application on a product that you own or control and as permitted by the usage rules set forth by the Distributor. The Distributor is not responsible for addressing any claims of any sort related to the Services, and you must address any claims directly with Aperture Education. The Distributor and its subsidiaries have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

**Miscellaneous Legal Terms**

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY NORTH CAROLINA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF MECKLENBURG COUNTY, NORTH CAROLINA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Aperture Education with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Aperture Education's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Aperture Education may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Aperture Education and you are not legal partners or agents; instead, our relationship is that of independent contractors.

10000 Aperture  
Education Drive  
Suite 201  
Charlotte, NC 28217  
704.444.4444  
Info@ApertureEd.com

**DESSA SYSTEM  
FEATURES**

K-12 SEL Assessment  
Evidence Base for the  
DESSA  
Adult SEL

**AUDIENCES**

DESSA-K-8  
DESSA-9-12  
Kickboard/DESSA SEL  
Inventory  
DESSA-Second Step  
Edition  
EdSERT

**LEARN**

Podcast  
Family Resources  
Webinars On Demand  
White Papers

**ABOUT US**

Our Research  
Customer Spotlights  
Conferences &  
Tradeshows  
[Terms of Service](#)