

EXHIBIT "G"

LEA SPECIFIC TERMS AND CONDITIONS

1. **Insurance.** Operator shall take out and maintain, at its expense, until termination of the Service Agreement, at least the following insurance with an appropriately licensed insurance company in the state of Texas:

<u>Insurance Type</u>	<u>Amount Required</u>
Commercial General Liability	<u>\$1,000,000</u>
BI & PD - each occurrence	<u>\$ 100,000</u>
BI & PD – aggregate	<u>\$ 300,000</u>
Medical Expenses – any one person	<u>\$ 10,000</u>
Personal & Adv Injury – each occurrence	<u>\$1,000,000</u>
Errors & Omissions Coverage	<u>\$3,000,000</u>
Cyber Liability Coverage	<u>\$1,000,000</u>

Operator shall have the LEA named as additional insured under the above insurance policy obtained by Operator. Such additional insured status shall be procured and evidenced by an additional insured endorsement on the policy and certificate of insurance.

Operator represents that it is not an employee of the LEA and that it has or will follow Texas statutory guidelines regarding workers compensation. Operator shall require all subcontractors performing any work to maintain coverage as specified herein.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Operator also acknowledges and agrees that it shall not make any re-disclosure of any Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Data, without the express written consent of the LEA.
3. **Data Transfer.** Operator agrees that all data will be transferred using secure FTP and/or physical delivery, at the LEA’s discretion.
4. **Data Storage.** Operator acknowledges and agrees that all electronic data and records will not be shipped, stored, transferred, or exported outside the United States, including any backups or copies, without prior written consent from an authorized representative of the LEA.
5. **Notification of Criminal History.** A person or business entity that enters into a contract with a Texas public school district, such as the LEA, must give advance notice to the LEA if the person or an owner or operator of the business entity has been convicted of a felony. Pursuant to the Texas Education Code §22.0834 and the Texas Government Code §411.082, Operator will, at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Operator, if the person has or will have continuing duties related to the LEA, and the duties are or will be performed on the LEA’s property or at another location where students are regularly present. Operator shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the LEA’s property or other location where students are regularly present. Licensee shall determine what constitutes “moral turpitude” or “a location where students are regularly present.” Operator

understands that failure to comply with the requirements of this section may be grounds for termination of the Service Agreement.

Operator further agrees that employees who will have access to raw data that has not been disaggregated will also undergo criminal background checks at least annually. Operator shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the LEA's property or other location where students are regularly present.

6. **Compliance with Texas Government Code Chapter 2270**; Prohibition on Contract with Companies that Boycott Israel. Operator represents and warrants that it does not boycott Israel and will not boycott Israel during the Term of the Service Agreement.

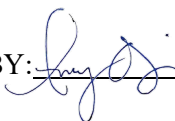
IN WITNESS WHEREOF, the parties have executed this Texas Data Privacy Agreement as of the date of the last signature noted below.

Authorized Representative of LEA: [Wichita Falls Independent School District](#)

BY: _____ Date: 09/01/2020

Printed Name: T.Sherrod Title/Position: CFO

Authorized Representative of Operator:

BY:  _____ Date: 8/31/2020

Printed Name: Amy Otis Title/Position: Vice President, Bids and Contracts

EXHIBIT “ E”

GENERAL OFFER OF PRIVACY TERMS

Instructions: This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

1. Offer of Terms


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

and which is dated [_____] to any other LEA (“Subscribing LEA”) who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator’s signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator 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;
- (3) the expiration of three years after the date of Operator’s signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be may be transmitted to the Alliance’s users.

Operator’s Representative:

BY:  _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

Subscribing LEA’s Representative: [Wichita Falls Independent School District](#)

BY: _____

Date: 09/01/2020

Printed Name: Timothy Sherrod

Title/Position: CFO



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Vkidz Holdings, Inc dba VocabularySpellingCity & WritingCity 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley National Insurance Company		38911
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570083734198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP701596510	02/15/2020	02/15/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TCP 7015965-10	02/15/2020	02/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION	Y		TCP701596510 SIR applies per policy terms & conditions	02/15/2020	02/15/2021	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC701596610	02/15/2020	02/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	E&O-PL-Primary			039868291 SIR applies per policy te	02/15/2020	02/15/2021	E&O Limit	\$3,000,000
							E&O SIR	\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wichita Falls Independent School District is included as Additional Insured in accordance with the policy provisions of the General Liability, Auto Liability, and Excess Liability policy.
Cyber Liability is included in the E&O policy.

CERTIFICATE HOLDER Wichita Falls Independent School District 1104 Broad Street Wichita Falls TX 76301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

570083734198

Certificate No :

