

**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>
Commercial Auto Liability	<u>\$1,000,000</u>
-- All owned/non-owned/hired combined single limits	
Excess/Umbrella Liability	<u>\$1,000,000</u>
Workers' Compensation	Statutory Limits
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.

#### **Additional Definitions:**

**Operator:** The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. This term shall encompass the term "Third Party," as it is found in applicable state statutes.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records.

**Service Agreement:** Refers to the Contract or Purchase Order that this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Operator."

*[Signature Page Follows]*

**Signature Page for Exhibit G**

**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:

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Authorized Representative of Operator:

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_