

# Texas College Bridge: PARTICIPATION, DATA SHARING, & REQUIREMENTS AGREEMENT

## 2022-2024 Application for Texas College Bridge

**School District:** WICHITA FALLS ISD **Date:** 08/15/2022

This Participation, Data Sharing and Requirements Agreement (“Agreement”) is entered into by the above named Institution, Commit and the Providers (each defined hereafter) in order for Institution to participate in the TEA’s Texas College Bridge program (“Program”) to aid and assist institutions supporting high school 11th and 12th graders to demonstrate college readiness prior to enrolling in college. The Program is authorized by the Texas Education Agency, facilitated by Commit!2Dallas (“Commit”) in coordination with providers GreenLight Credentials, LLC and the NROC Project (GreenLight and NROC are hereinafter the “Providers”). Collectively, the Institution and the Providers are referred to as the “Parties.” This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher training, enrollment process, evaluation, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. § 99.31(a) and as further described below.

This Agreement is supplementary to any existing data sharing agreement or other related agreement between the Institution and entities described above. In the event of any conflict of provisions between this Agreement and any other existing data sharing agreement or related agreement between the Parties, this Agreement and its provisions shall control.

As part of the Program, students will set-up a Texas College Bridge locker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction. Students who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue. Students may have the option to set-up a Texas College Bridge elocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction.

Institution seeks to participate and agrees to the following terms and conditions for participation in the Program and entering into this Agreement:

- Section 1: Data Sharing
- Section 2: Program Requirement
- Section 3: NROC Terms of Use

**By checking the above boxes and signing on this page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below. By electronically signing below, you are signing this Agreement electronically and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if actually signed by you in writing. You also represent that you are legally authorized to enter into this Agreement and that no certification authority or other third-party verification is necessary to validate your electronic signature.**

WICHITA FALLS ISD Signature



**Printed Name** Dr. Donny Lee

**Title** Superintendent

**Date** 08/15/2022 **IP Address:** 137.83.19.148

### Section 1: Data Sharing

1. Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.
2. Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. § 99.1 et seq. and will be delivered to Providers solely to enable Institution's students and teachers to participate in the Texas College Bridge program.
3. FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced educational or institutional services, or where the outside party
  - (1) Performs an institution service or function for which the Institution would otherwise use employees;
  - (2) Is under the direct control of the Institution with respect to the use and maintenance of education records; and
  - (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).

The Institution designates the Providers, as well as the Texas Education Agency (and each of their respective authorized representatives) each as a "school official" with legitimate educational interests in students' education records provided pursuant to this Agreement and relating to participating in the Program.

4. Student Confidentiality. The Institution has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.
5. Providers are expressly authorized to share aggregate Program data (not containing any personally identifiable information) with Commit, TEA, Texas Higher Education Coordinating Board (THECB), and Region 10 ESC. Accordingly, any publication or dissemination of Program data by Providers in this instance will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student's name; (ii) the name of the student's parent or other family members; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's social security number, student number, or biometric record; (v) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.
6. Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.
7. Data associated with students' accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers.
8. Providers may conduct survey of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil rights Amendment (PPRA).

Since Department of Education funding is used for the Summer Bridge program, written parental consent will be obtained before surveying a student in accordance with the PPRA.

9. The disclosure of personally identifiable information from education records under this Agreement is not an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement, with the Institution's permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.
10. The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.
11. The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution's sole discretion, result in the Institution's immediately terminating this Agreement.
12. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

## **Section 2: Program Requirements:**

Commit2Dallas!, a Texas nonprofit corporation (Commit), is the lead organization, administrator and fiscal agent for the Texas Education Agency's (TEA) Texas College Bridge Project (TCB). In support of the TCB, is providing Institutions (statewide) with access to a platform to use in order to enable the secure, simple, instant sharing, and validation of aggregated student records associated with students participating in the TCB. It is expected that participating students will use their records for college admissions, internships, and job applications.

Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service:

### **Institution Requirements**

1. Eligible students from Institution will either register for the program directly with the TCB Portal or via their school's SSO portal if that option is available.
2. Students who are enrolling directly via the TCB Portal will self-register using a link, or links, provided by the district administrator. Institutions are responsible for distributing self-registration links the students.
3. Students who are enrolling via their school's SSO will automatically have their Texas College Bridge account created. Institutions are responsible for complying with provided NROC SSO specifications.
4. Students must achieve the following course completion criteria to earn a certificate:
  - Texas College Bridge College Preparatory Math course completion criteria is 90% mastery at Stage 2
  - Texas College Bridge College Preparatory English course completion criteria is 90% mastery at Stage 2 and successful completion of a required essay using the assigned grading rubric.
5. Students may have the opportunity to self-register with GreenLight to access course completion certificates. Certificates of Completion will be stored in a GreenLight locker and made available to students for sharing directly from their Greenlight account.
6. To satisfy admission, scholarship requirements and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
7. To the extent parental consent is required, Institution must collect parental consents prior to a student's participation in the TCB project. It will be assumed that students identified by the Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.

8. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.
9. Institution authorizes Commit and its contractors to share and receive data with GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and objectives associated the TCB project.
10. Institution will report students who successfully complete the college preparatory course(s) in PEIMS.

<b>Course Long Name</b>	<b>PEIMS #</b>	<b>Credit</b>
College Preparatory Course English Language Arts	CP110100	1.0 Credit
College Preparatory Course Mathematics	CP111200	1.0 Credit

### **Section 3: See Texas College Bridge NROC Terms of Use**

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Greenlight Credentials' [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the GreenLight platform. Except where superseded by other terms of this agreement or Texas state law, NROC's [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the Texas College Bridge EdReady platform, as detailed below.

### **DEFINITION OF TERMS - THE NROC PROJECT**

**NROC:** The NROC Project (Organization) is a California 501(c)3 organization providing educational content and tools to support education.

**LICENSEE:** An academic institution such as a public or private school, school system, district, state department of education, federal department of education, or non-profit educational institution (sometimes referred to in the Terms of Use as an Institutional Sponsor) who licenses or accesses the Texas College Bridge EdReady application for use with their students, staff and faculty. These institutions are obligated to protect User's privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), User data may only be used for legitimate educational and evaluation purposes.

**USER:** Any individual who accesses any NROC website whether via an institutional version or public version.

**TEXAS COLLEGE BRIDGE EDREADY:** An NROC-hosted application to assess student knowledge and provide access to educational resources.

**NROC ASSETS: NROC LIBRARY:** The NROC Library contains two types of collections which are hosted by NROC and may be available through the Texas College Bridge EdReady application.

The NROC Permanent Collection refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to licensee for the term defined in their agreement.

The NROC Contributed Collection refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to licensee for the period defined in the Content Distribution Agreement, which may vary by content. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at: <https://nrocnetwork.org/resources/downloads/nroc-collections/>.

### **TERMS OF USE**

**Texas College Bridge EdReady Grant of Rights:** The NROC Project (the Organization) hereby grants to Licensee the non-exclusive right and license to make available the Texas College Bridge EdReady application to Licensee's enrolled students subject to the following restrictions: (a) Licensee agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Licensee's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the User but the User, via the EdReady application terms of use (<http://content.nroc.org/license/license.html#ERyourdata>), grants the Licensee (Institutional Sponsor) the right to access, store, and utilize those data according to institutional regulations and legal obligations.

**Privacy.** Organization believes that User data privacy rights are important. The complete NROC User Data Privacy Policy can be found at <http://content.nroc.org/license/license.html#privacy> and is incorporated herein

by reference. The complete terms and conditions (<http://content.nroc.org/license/license.html>), together with the NROC Privacy Policy, Digital Millennium Copyright Act (DMCA) Statement, and such other documents referenced or incorporated therein, constitute the Terms of Use that govern a User's use of any NROC-owned sites.

**NROC Asset Changes.** Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Agreement.

**NROC Asset Disclaimer.** Licensee agrees that use of the NROC Assets is at Licensee's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitness for the intended purpose, free of errors, or free of viruses or harmful components.

**Intellectual Property.** All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Licensee shall not in any way alter or remove copyright information from any NROC Asset. Licensee shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Licensee's use of the Intellectual Property is improper, Licensee will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Licensee's products and services utilizing the Intellectual Property under this Agreement.

**Warranty.** The Organization warrants that it owns and/or has all the necessary rights to license the NROC Assets to Licensee in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Assets. Except for the foregoing, Licensee agrees that the NROC Assets are delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Licensee acknowledges that Organization does not own or control all content available at our websites and therefore cannot warrant or guarantee that any product, service, or materials offered on our websites will be suitable for Licensee or Licensee's enrolled students. Licensees access and use our websites entirely at their own risk. Licensee acknowledges and agrees that under no circumstances will Organization be responsible or liable in any way for any claims, losses, damages, or injuries of any kind incurred by Licensee as a result of Licensee's use of or reliance upon any product, service or materials offered on our websites. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Assets delivered to Licensee under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Licensee for the NROC Asset whose license, use, or other employment gives rise to the liability.

# GreenLight Credentials

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[G greenlightlocker.com/privacypolicy](https://greenlightlocker.com/privacypolicy)

## GREENLIGHT CREDENTIALS PRIVACY POLICY



# GREENLIGHT

### Scope of this Notice

At GreenLight Credentials, LLC (GLC) we recognize the importance of protecting the privacy of personally identifying information and believe that use and sharing of it is important to our mission of helping students progress in their education and, ultimately, employment success.

This Notice explains how GLC collects, uses, maintains, shares, and protects your information when you utilize the GLC platform and associated services (the "Site"), as well as when you or one of your education institutions provide your personally identifying information to GLC online and offline when you utilize GLC's services.

### Children's Privacy

The Site is intended for use by education and workforce development professionals, other adults, high school and College/University students engaged in college and career planning, and their parents. The collection of personally identifying information from high school students is intended for students 13 years old or older only. The Site is not intended to be used by children under the age of 13. If you are under the age of 13, please do not use this Site.

### Information GLC Collects

**Personally identifying information** is information that can identify you, such as your name and address. It does not include anonymized, aggregate, or statistical information. Based on your relationship with us, you may be asked to provide certain personally identifying information as described below. Certain information is requested but not mandatory; GLC will identify which information is required.

**Site registration and services.** When you register with the GLC Site, we may ask you to provide certain information including your name on school record, former/maiden name, home address, email address, telephone number, date of birth, gender, race, ethnicity,

citizenship status, year of high school graduation or equivalent, grade in school, high school academic information.

**Student records.** The confidential collection, storage of student records, transcripts, credentials and other educational attainment information from education institutions and other education providers (“Student Records”) for the purpose of supporting Registered Users use of the Site and associated services.

International: If you are located outside the United States, some of the information GLC collects and stores could be classified in your home country as sensitive personal data or sensitive information according to your country’s data protection laws. This may include age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, as well as information related to your background, including, political organizations and religious organizations.

**Website visitors.** When you visit the Site, GLC may collect and store your internet protocol address along with other non-personally identifiable information described below. When you are requesting materials or information from GLC, we may ask you to provide your name, job title, address, email address, birth date, and other personally identifying information, and your need for GLC materials. If you are purchasing specific services, GLC may ask for your credit card information in order to facilitate your purchase.

**GLC Marketplace.** The Marketplace is a free and optional service to students. The Marketplace is driven and controlled by your consent and opt-in selections. For those users selecting to opt-in and consent to contact from schools, colleges, universities, and employers, GLC may share Student Records with participating schools, colleges, universities, and employers. But, the decision to share personally identifying information to any schools, colleges, universities, and employers is controlled by you through consents and opt-in selections.

**Suppliers of Student Records to GLC.** If you are a supplier of Student Records to GLC, such as a high school or college administrator, GLC may request your name, address, email address, telephone number, tax identification number, date of birth, bank account information, and other personally identifying information for identification and verification purposes, among other things.

### **Non-personally Identifying Information**

When you visit the Site, GLC may collect and store general Internet data, including your browser type, date and time of access, which web pages on the Site you visited, the referring Uniform Resource Locator (URL), and how long you spent on each page. This information may be collected to assist us in administering and making improvements to the Site, to enhance security, and for statistical analysis. GLC may employ other companies and

individuals to facilitate these services (*e.g.*, maintenance, analysis, audit, development), who will have limited access to this data and only use it to perform those services on our behalf. Although we do not normally use technical data to identify individuals, sometimes individuals can be recognized from it, either alone or when combined or linked with user data. In such situations, technical data can also be considered to be personal data under applicable law and we will treat the combined data as personal data

Non-personally identifying information also includes information collected through the Site, through online assessments, surveys and consents that is maintained by GLC in aggregate or de-identified form(s). This information is collected and may be used for research purposes, to inform public policy and advocacy, and for reporting purposes such as to education institutions, state agencies, and businesses.

### **How GLC Uses Personally Identifying Information**

Personally identifying information collected through the Site may be used to:

Provide requested services to you, and communicate with you regarding programs and services;

Process your requests for GLC, programs, services, or information, and to communicate with you regarding such requests;

Maintain your account, verify your identity, process your requests, and process any payments associated with your use of the Site;

Administer, review and/or improve the Site, GLC programs or services;

Conduct research and analysis consistent with GLC's mission;

Invite you to participate in surveys consistent with GLC's mission, including surveys regarding GLC programs and services; and

Provide you with marketing information about GLC programs, services, or special offers from GLC.

Match you to employment opportunities and connect you to interested employers;

Match you to educational opportunities and connect you to interested educational institutions and providers, scholarship agencies and offers, and any other providers of interest.

### **Information Sharing and Disclosure**



Consistent with GLC's mission, it is important to share information with those who have a legitimate reason to use it, or who can provide educational or career opportunities to you. GLC will not sell personally identifying information we collect through this Site. GLC will not share personally identifying information without your explicit consent, nor disclose personally identifying information except as described in program or service specific terms and conditions, or as set forth below.

## **Generally**

GLC may disclose personally identifying information:

To GLC subsidiaries and affiliates;

To others providing services to GLC or as necessary to deliver GLC's programs, and services. This includes information needed to verify an individual's identity or for security purposes.

As required by law, for subpoena or other legal processes;

As necessary to investigate, take action on, or prevent suspected or actual illegal activities, fraud, or potential threats to safety or personal physical safety; and

To another company that acquires GLC or its assets, which will have responsibility for your personally identifying information, as described in this Privacy Notice.

## **GLC Site and Services**

When you utilize GLC's Site and services, GLC may disclose personally identifying information upon your request or consent to:

Schools, school districts, colleges, universities, and employers;

Schools, school districts, colleges, universities state entities and/or their agents or representatives for educational, research, and reporting purposes;

Parents or legal guardians of minors under the age of 18;

Certain state and federal scholarship programs and agencies;

In limited situations, researchers conducting research consistent with GLC's mission. Researchers who receive any personally identifying information are required to protect the confidentiality and security of this information.

## **Communications from Organizations participating in the GLC Marketplace**

You will receive communications from organizations participating in the GLC Marketplace subject to your prior consent and opt-in selections. These organizations are required to maintain strict confidentiality. At any time, you may withdraw your consent or opt-out to receive Marketplace communications from participating organizations.

### **International – Onward Transfer of Personally Identifying Information**

If you are utilizing GLC's Site and services outside the United States, or requesting information about GLC services, note that your personally identifying information may be transferred outside of your home country to the United States to GLC or a third party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States. When you voluntarily register for GLC Site and services, you provide personally identifying information to us. If you do not provide mandatory personally identifying information, such as name, gender, address and date of birth, you may not be able to complete certain online transactions, or access or benefit from the GLC Site and services.

### **Marketing by Others**

GLC honors your preferences with regard to sharing your personally identifying information with other organizations for their recruiting and marketing purposes. You will be given the choice prior to having your personally identifying information shared with these other organizations for their recruiting and marketing purposes.

### **Cookies and Web Beacons**

When you access the Site, certain non-personally identifying information is automatically logged. This information may include your operating system, screen settings, Web browser software, and referring website, if any. It is used for system improvement and administration, security, statistical analysis purposes, and other internal business purposes.

The Site uses service providers for analytics purposes. These providers collect information about you anonymously and report website trends without identifying individual visitors. These service providers use their own cookies to track visitor interactions. Website owners can view a variety of reports containing aggregate information about how visitors interact with their website so they can improve their website. GLC does not control the cookies and their use may be governed by the privacy policies of the service providers employing these cookies.

Cookies are small text files that a website can send to a user's browser for storage on the hard drive. Cookies can make use of the Web easier by saving and administering status, preferences, and other user information. Cookies used by the Site do not contain your personally identifying information.

The Site also uses Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. GLC may use cookies and Web beacons to route users through the Site, customize users' experiences on the Site, to help us send you information about programs and services, and to improve the Site.

Most browsers are set to accept cookies but users can change the setting to block cookies. Although disabling cookies will not interfere with your ability to access the Site, users will need to accept cookies to use certain services on the Site, including test registration. Users can disable the ability of Web beacons to capture information by blocking cookies.

## **Links and Websites**

The Site may contain links to non-GLC affiliated websites. GLC does not control the privacy policies or practices of these websites. You should review the privacy policy of the non-GLC affiliated website before providing any information through these websites. GLC is not responsible for the content or practices of any linked non-GLC affiliated websites, and provides these links solely for the convenience and information of visitors to the Site.

## **Choice, Opt-Out, and How GLC Responds to Do Not Track Signals**

GLC strives to provide you with choices about our use of your personally identifying information. As a user of the Site, as well as for offline purposes, you decide whether to proceed with activities that request personally identifying information. However, if you do not provide the requested information you may not be able to complete certain online transactions, have access to, or benefit from certain GLC programs or services.

GLC occasionally uses your personally identifying information to contact you regarding GLC programs and services. You will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving these recruiting and marketing communications, note that you will still receive program-related messages and similar transactional communications by email about your registration for an GLC program or other services and programs in which you participate.

With respect to the Site and Do Not Track Signals, GLC conducts conversion tracking with other websites such as Twitter and Facebook to collect data for purposes of tracking your use of GLC advertisements on those websites. We also target GLC's advertisements on social media websites, such as Facebook and Twitter. This means that after visiting our Site, if you later log into Facebook or Twitter, an GLC advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites:

<http://www.aboutads.info/choices/> <https://www.usa.gov/optout-instructions>

## **Access, Correction, and Deletion of Personally Identifying Information**

If you need to update your contact information (address, email address and/or telephone number), please contact GLC Customer Service at (877) 452-0470 email [support@glcredentials.com](mailto:support@glcredentials.com)

Depending on your country, state, or locality of residence you may have additional rights regarding your personal data. These rights may include the right to request deletion of some or all of your personal data, the right to request access to or correction of your personal data, the right to withdrawal your consent to our use of your personal data, the right to request restrictions on how we use or share your personal data, and the right to lodge a complaint with your local supervisory authority. For requests of this type, please contact GLC's Data Protection Official listed below.

GLC will seek to meet all requests to delete personally identifying information unless it is required to be retained for contractual or legal reasons as described in this Privacy Notice. Please be aware that all Student Records are maintained by GLC indefinitely and closing your account does not delete your Student Records.

GreenLight Credentials, LLC. Attn: General Counsel 13355 Noel Road, Suite 1100 Dallas, TX 75240

[support@glcredentials.com](mailto:support@glcredentials.com)

## **Retention of Information**

GLC will retain your information for as long as is necessary to fulfill any of the uses identified in this Privacy Notice or to comply with applicable legal obligations.

## **Security and Confidentiality**

Protecting the personally identifying information through the use of reasonable administrative, physical and technical safeguards is important to GLC. We use secure sockets layer (SSL) transmission, a protocol for establishing a secure connection for transmitting your personally identifying information. GLC has security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure. In addition, GLC leverages technical controls such as Encryption of data at rest and transit, Password policies, Firewalls, Intrusion detection, etc. When GLC disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information. We audit the application of our security measures and we ask third party experts to review our security controls against international standards to help us to monitor our security level.

Should a security breach occur that is likely to risk the data privacy of Users, we will inform the relevant Users and other affected parties, as well as relevant authorities as required by applicable data protection laws.

### **Changes to this Notice**

GLC reserves the right to modify this Privacy Notice at any time. If GLC makes material changes to this Privacy Notice, the changes will be posted on this Site to alert you.

*Last Updated: March 28, 2019*

# GreenLight Credentials

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[G greenlightlocker.com/terms-of-use](https://greenlightlocker.com/terms-of-use)

**This Terms of Use Agreement (the "Agreement") apply to your rights and responsibilities and states the terms and conditions under which you may use the Greenlight Credentials, LLC ("Greenlight") website at [www.glcredentials.com](http://www.glcredentials.com) and all associated sites linked to <http://GreenLightLocker.com> by GreenLight, and its subsidiaries and affiliates. The GreenLight website and affiliated sites are referred to collectively as the "Site".**

***Please read the following terms and conditions carefully.*** By accessing the Site, registering with the Site, and/or using any of the products and services made available directly or indirectly thereon (individually and collectively, the "Services"), you agree to be bound by the then current terms and conditions of this Agreement (except as otherwise agreed in writing with GreenLight), and your continued access to the Site and/or use of such Services constitutes your acceptance of any additional or different terms and conditions added to this Agreement in the future. Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will be listed in this Agreement or presented to you for your acceptance when you request use of or access to the supplemental Services. If you are under the age of 13 your parent or legal guardian must agree to the terms of this Agreement before you may use the website. If you do not accept all of the terms and conditions of this Agreement, do not register on the Site, purchase any Services offered on the Site or access any portion of the Site whether or not password-restricted. YOUR ACCESS TO THE SITE OR USE OF ANY SERVICES DIRECTLY OR INDIRECTLY AVAILABLE ON OR THROUGH THE SITE CONSTITUTES YOUR ACCEPTANCE AND, WHERE APPROPRIATE, YOUR PARENT OR LEGAL GUARDIANS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

## **1. DESCRIPTION OF SERVICES**

GreenLight Services are intended for its registered users, which include students, alumni, educational institutions ("Institutions") scholarship organizations and employers ("3<sup>rd</sup> Party Users") (collectively "Registered Users"). Services made available to Registered Users shall include, but are not limited to: the confidential collection, storage and sharing of student records, transcripts, credentials and other educational attainment information from Institutions and other education providers ("Student Records") for the purpose of supporting Registered Users use of the Services; administration and storage of Student Records for permitted uses by approved employees of Institutions ("Registered Users"); allowing Registered Users to share and receive Student Records with others; and, establish an education and workforce development mechanism to assist Registered Users to identify, engage and create educational and employment opportunities.

Greenlight Credentials utilizes a Distributed Ledger platform to create and support academic lockers where student and alumni Registered Users can securely keep their life-long learning records from their various educational and other institutions establishing their Student Record. Once a student or alumni activates their account, the Student Records associated with that account are owned and controlled by the Registered User. The academic record contained in student and alumni Registered Users accounts are provided by academic institutions, and other third parties. Registered Users seeking to share their Student Records will have full control over the sharing of their evidence of learning contained in their accounts. Shared information is delivered to recipients by secure and encrypted methods in order to protect Registered Users and to promote the purpose of the Services. Recipients of information shared by Registered Users will be able to instantly view and verify that the records are authentic and unaltered. For the purposes of shared Content, GreenLight represents that the Content was written and authored by participating Institutions associated with the Content.

Greenlight Credentials also provides value added services to Registered Users helping them connect with educational and employment opportunities. For the value added services, no personally identifiable information is ever shared with third parties without prior consent and permission. Registered Users remain in complete control of any third party contact through permissions, consents and notices by opting in or opting out of a specific third party contact at any time they desire.

GreenLight may make available for purchase certain Services, including ordering, processing, and delivery of certain student records via electronic media or otherwise. Access to information and records and the purchase of Services pertaining thereto may be password restricted to persons who: (i) are at least 13 years old (and, where applicable, have the required consent), (ii) register with GreenLight and (iii) accept and abide by all of the terms and conditions of this Agreement. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including the release of new versions thereof, the introduction of new products, services, tools or properties directed at Registered Users or visitors to the Site, shall be subject to this Agreement. GreenLight is under no obligation to update the Site, the Services or any information or data contained on the Site or used in connection with the Services. GreenLight reserves the right at any time and from time to time to modify, discontinue or suspend, temporarily or permanently, its offering of the Services (or any part thereof) without notice or liability to you or any third party.

## **2. YOUR REGISTRATION OBLIGATIONS**

By completing the Services registration for uploading and accessing Student Records, you and/or the Institution represent that you and the Institution are eligible to do so under the Family Education Rights and Privacy Act ("FERPA") or any successor legislation. Upon registration with the GreenLight service, students, alumni, authorized agents, employees of academic institutions and 3rd Party Users will become Registered Users. Registered Users

agree to provide true, accurate, current and complete information about themselves as prompted by the applicable registration form and maintain and promptly update such information to keep it true, accurate, current and complete. Institutions and their approved Registered Users agree to upload and provide true, accurate, current, and complete Student Records about its students and/or alumni. Institutions and their Registered Users further agree to maintain and promptly update student and alumni Student Records in order to maintain the truth, accuracy and completeness of same. If you provide any information that is untrue, inaccurate, not current or incomplete, or if GreenLight has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GreenLight reserves the right to suspend, terminate or delete your account or information including Student Records and refuse any and all current or future use of all or any of the Services.

### **3. GREENLIGHT PRIVACY POLICY**

All information, including your registration information and any information stored or transmitted in any way on the Site, is subject to our Privacy Policy, located at [www.glicredentials.com/legal](http://www.glicredentials.com/legal). By using the GreenLight service, you have read, understood, and agree to the terms of the privacy policy.

### **4. REGISTERED USER ACCOUNT, PASSWORD AND SECURITY**

You will receive a password protected Registered User account and a user ID upon completing the registration process. You agree to: (i) maintain the confidentiality of your password, (ii) take full responsibility for all activities by users accessing the Site or the Services through your account(s) (including, without limitation your Registered User account, if applicable), (iii) immediately notify GreenLight of any unauthorized use of your account or any other breach of security that you become aware of, and (iv) ensure that you exit from your account at the end of each session. GreenLight is not responsible for any loss or damage arising from your failure to comply with these requirements.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of GreenLight.

### **5. CONTENT, USE OF SITE**

You and other users of the Site, are solely responsible for all the information, data, text, messages, emails, Student Records, or other communications or materials ("Content") that are created, linked, transmitted or otherwise made available by any method on or through the Site. GreenLight is under no obligation to screen or verify the accuracy, reliability, timeliness or appropriateness of such Content communicated in any form through use of the Site. Registered Users have a positive duty to screen and verify the accuracy of Content



associated with their accounts. GreenLight may in its sole discretion refuse to post, store or transmit any Content, or move, remove, edit or modify any Content on the Site submitted by you or any third party user.

GreenLight does not claim ownership of any Content communicated via the Site. However, if you post, publish or communicate through the Site, you represent that you have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) or license to use in any manner the Content you are communicating. GreenLight is not responsible for any Content communicated in any form through the Site. When students and alumni become Registered Users of the GreenLight Services, their accounts will be populated with Student Records provided by Institutions. Each student and alumni account together with the information therein shall be solely controlled by the Registered User associated with that individual account. Institutions may block the sharing of Student Records for Registered Users who are not in good standing with that Institution. Registered Users who are blocked from sharing their Student Records must contact their Institution in order to remove the block.

For those instances when Institutions and 3<sup>rd</sup> Party Users desire to connect with a specific student or alumni Registered User, the decision to approve or deny the connections rests with the student or alumni Registered User. Approvals to connect will be supported and evidenced by an explicit approval from the student or alumni Registered User, which will be stored and archived in the Registered Users account.

Prior to Registered Users sharing Content with Institutions and 3<sup>rd</sup> Party Users they will explicitly approve, direct and control the sharing of their Content with Institutions and 3<sup>rd</sup> Party Users. Evidence of a Registered Users approval and direction to share their Content with Institutions and 3<sup>rd</sup> Party Users shall be collected and archived by GreenLight.

Registered Users will not use the Site and/or the Services to:

- (a) access, store or transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) impersonate any person or entity including, without limitation, any GreenLight employee, agent, or affiliate, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) access, store or transmit any Content that you do not have a right to collect, use, store or transmit under any law or under any contractual or fiduciary relationship (including, without limitation, academic and transcript information and data and other confidential information);

(d) access, store or transmit any Content that infringes any intellectual and/or industrial property rights of any kind anywhere in the world of any third party;

(e) store or transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(f) access, store or transmit any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(g) interfere with or disrupt the Site, the Services or any servers or networks connected to the Site or used with the Services, or disobey any requirements, procedures, policies or regulations of any networks connected to the Site or used with the Services; or

(h) violate any applicable local, state, national or international law including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any other regulations having the force of law.

## **6. NOTICE**

If GreenLight receives notice or determines that any Content is not in keeping with the Terms of Use or the intended use of the Site or Service, GreenLight reserves the right to remove the Content. If you think GreenLight published Content that infringes your copyright, GreenLight will address your concerns; however, if GreenLight believes that its use is legitimate, the Content will not be removed it from the Site.

Please note that we will respond only to notices of alleged infringement that comply with the Digital Millennium Copyright Act (go to [www.copyright.gov](http://www.copyright.gov) for the complete text of the Act).

To file a notice of infringement with us, you must provide a written communication (via fax or email with a signed PDF) to our designated copyright agent. For copyright inquiries under the Digital Millenium Copyright Act contact:

Copy Right Agent

13355 Noel Road, Suite 1100

Dallas, Texas 75240

[Legal@glcredentials.com](mailto:Legal@glcredentials.com)

Please note that you will be liable for damages (including costs and attorneys fees) if you materially misrepresent that any material on our site is infringing on your copyrights.

We also reserve the right to publish your letter on the Site.

## **7. REGISTERED USER CONDUCT AND USE OF THE SITE**

GreenLight takes the safety and security of its Registered Users and online visitors very seriously. If GreenLight believes that a Registered User of any account or visitor to the Site is harassing, deceiving, harming or otherwise endangering the physical or emotional well-being of any other person directly or indirectly through the Site or the Services, GreenLight (in its sole discretion) may notify the appropriate law enforcement authorities and cooperate to the full extent requested by such authorities in their investigation of such allegations and in any resulting criminal actions, or third parties in any resulting civil action. Such cooperation may include, without limitation, the disclosure of personally identifying information and/or private communications transmitted through the Site.

## **8. INDEMNITY**

You agree to indemnify, defend and hold GreenLight (and its parents, subsidiaries, affiliates, officers, directors, shareholders, agents, partners, customers and employees) harmless from any claim, demand, suit, damages, losses and costs (including reasonable attorneys' fees) made by any third party due to or arising out of your violation (i) of this Agreement or your Content or (ii) your violation of any law or the rights of any person or entity arising out of or related to the use of the Site or Services. GreenLight reserves the right to assume the exclusive defense and control of any such claim, demand or suit.

This section does not impose additional indemnification requirements for institutions that have separate, current and written agreements with GreenLight.

## **9. GENERAL PRACTICES REGARDING USE AND STORAGE**

You agree that GreenLight may from time to time in its sole discretion establish and modify general practices and limits concerning use of the Services or Site including, without limitation, the order form procedures, document delivery options, and timeliness guarantees (if any). You agree that GreenLight reserves the right to log off Registered User accounts that are inactive for an extended period of time at its sole discretion.

GreenLight may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that GreenLight and its suppliers will have no liability to you arising from any incorrectly verified information.

## **10. TERMINATION**

Unless you have agreed to a specific contract term with GreenLight, you may terminate your Registered User account at any time for any reason by sending an email to GreenLight at [support@glcredentials.com](mailto:support@glcredentials.com) requesting such termination. Unless a Registered User is covered by a multiple year contract term and remains in good standing with GreenLight's Terms of Use, GreenLight may without further notice disable access of any Registered User who has not accessed the Site for a period of TWELVE (12) months at which time GreenLight shall remove any Content pertaining to such Registered User.

You agree that GreenLight, in its sole discretion and without notice or liability to you or any third party, may terminate your Registered User account if GreenLight believes that you have violated or acted inconsistently with any term of this Agreement. Termination of this Agreement will not relieve you of any liabilities or obligations accrued on or before the date of termination, or limit any other remedies available to GreenLight arising out of your breach of this Agreement. Your indemnification obligations under Sections 8 and 12 will continue after any termination of this Agreement.

#### **11. LINKS TO/FROM OTHER SITES**

For your convenience, GreenLight may provide links to other Internet sites that GreenLight does not maintain. You should not interpret any link to/from other sites as indicating that GreenLight sponsors or endorses the sites or their materials or that the sites are affiliated with GreenLight in any manner. GreenLight is not responsible for anything contained on such sites and makes no warranties or representations about the Contents, products or services offered on such sites. GreenLight is not responsible for and makes no warranties or representations about the Content, products or services offered on any sites that you may elect to use in connection with this site. You agree that it is impossible for GreenLight to monitor such materials and that you access these materials at your own risk.

#### **12. INTELLECTUAL PROPERTY, COPYRIGHT AND TRADEMARK NOTICE**

GreenLight, its affiliates and licensors retain all right, title and interest in and to the Site, the Services, all Content provided on the Site (excluding third party Content, if any), and the business process, procedures, methods and techniques used on or in connection with the Site and the Services, and all patent rights, copyrights, trademark rights, trade secret rights and other proprietary rights therein or related thereto (collectively, the "Intellectual Property"). You may not modify, publish, transmit, transfer or sell, license, rent, lease, reproduce, create derivative works from, distribute, perform, link, display, or in any way exploit the Intellectual Property, in whole or in part, except as expressly permitted in this Agreement or with the prior written consent of GreenLight. Subject to any third-party license restrictions, you may copy and create derivative works of the Content displayed on the Site solely for your personal, non-commercial, educational use, provided that you do not remove any trademarks, copyright notices or any other notice contained in such Content. You agree not to modify any Site Content, or Site or Services object code or source code in any manner or form, or to use modified versions of such Content or code for any reason including, without limitation, for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by GreenLight for use in accessing the Services. The use of any GreenLight (or any GreenLight affiliate or licensor) trademark or service mark without GreenLight's (or the appropriate owner's) express written consent is strictly prohibited.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Intellectual Property (including images, text, page layout or form) of GreenLight; (b) access the Intellectual Property in order to build a similar or competitive website or service (c) you shall not use any metatags or other "hidden text" using GreenLight's name or trademarks; or (d) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site. Any future release, update or other addition to the Intellectual Property shall be subject to this Agreement. GreenLight, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of the Site or the Services terminates the licenses granted by GreenLight pursuant to this Agreement.

The Site, Services, and Intellectual Property may contain Content provided by other users. GreenLight is not responsible for and does not control such Content. GreenLight has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to any other user's Content. You use all such Content and interact with other users at your own risk. Your interactions with other users are solely between you and the other user and we are under no obligation to become involved. You agree that GreenLight will not be responsible for any liability incurred as the result of such interactions.

You agree that submission of any ideas, suggestions, documents, and/or proposals to GreenLight through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that GreenLight has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to GreenLight a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Site and the Services.

### **13. DISCLAIMERS**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GREENLIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AS TO THE SITE AND ITS CONTENT, AND THE SERVICES.

(b) GREENLIGHT AND YOU MAKE NO REPRESENTATION OR WARRANTY THAT: (i) THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, (ii) THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) ANY RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE, TIMELY OR COMPLETE, AND (iv) ANY ERRORS IN ANY SOFTWARE USED ON THE SITE OR IN CONNECTION WITH THE SERVICES WILL BE CORRECTED. FROM TIME TO TIME, GREENLIGHT MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT GREENLIGHT'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

(c) EXCEPT AS MAY BE SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN GREENLIGHT AND YOU, GREENLIGHT IS NOT RESPONSIBLE AND WILL HAVE NO LIABILITY FOR: (i) HARDWARE, SOFTWARE, OTHER ITEMS OR ANY CONTENT, SERVICES OR PRODUCTS PROVIDED BY ANY PERSONS OR ENTITIES OTHER THAN GREENLIGHT, (ii) DAMAGES OF ANY KIND THAT RESULT FROM THE DOWNLOADING OF ANY DATA, PROGRAMS OR ANY OTHER MATERIALS ON THE SITE OR THROUGH THE SERVICES, OR (iii) THE FAILURES OF THE INTERNET OR ANY DATA OR TELECOMMUNICATIONS EQUIPMENT, SYSTEM OR NETWORK USED IN CONNECTION WITH THE SITE OR THE SERVICES.

#### **14. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER GREENLIGHT NOR ITS AFFILIATES WILL BE LIABLE WITH RESPECT TO ANY MATTER OF THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR: (i) ANY AMOUNT IN EXCESS OF TWENTY-FIVE U.S. DOLLARS (\$25), (ii) ANY LOST DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF GREENLIGHT OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE COST OF PROCURING SUBSTITUTE SERVICES.

#### **15. EXCLUSIONS AND LIMITATIONS**

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN GREENLIGHT AND YOU. IF ANY OF THE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS SET FORTH IN SECTIONS 13 AND 14 ARE FOR ANY REASON HELD TO BE INVALID OR UNENFORCABLE, THIS AGREEMENT AND THE BALANCE OF THE PROVISIONS HEREOF SHALL NONETHELESS REMAIN IN EFFECT.

YOU AND GREENLIGHT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS, THE SITE, THE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **16. GENERAL INFORMATION**

Unless there is a separate agreement executed by you and GreenLight, this Agreement constitutes the entire agreement between you and GreenLight superseding any prior agreements between you and GreenLight. This Agreement is governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws or provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Collin, Texas. The failure of GreenLight to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without GreenLight's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

The communications between you and GreenLight use electronic means, whether you visit the Site or send GreenLight e-mails, or GreenLight posts notices on the Site or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from GreenLight in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GreenLight provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

You hereby release GreenLight and its employees, agents, officers, and directors and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or

indirectly related to or arises from any interactions with or conduct of other Site users or third party websites of any kind arising in connection with or as a result of your these Terms or your use of the Site or the Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

GreenLight shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Where GreenLight requires that you provide an e-mail address, you are responsible for providing GreenLight with your most current e-mail address. In the event that the last e-mail address you provided to GreenLight is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, GreenLight's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to GreenLight at the following address: GreenLight Credentials LLC, 13355 Noel Road, Suite 1100, Dallas, Texas 75240 Attn: General Counsel. Such notice shall be deemed given when received by GreenLight by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

This Site can be accessed from countries around the world and may contain references to services and Content that are not available in your country. These references do not imply that GreenLight intends to announce such services or Content in your country. The Site and Services are controlled and offered by GreenLight from its facilities in the United States of America. GreenLight makes no representations that the Site or the Services are appropriate or available for use in other locations. Those who access or use the Site or the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

You may not use, export, import, or transfer the Intellectual Property except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Intellectual Property, and any other applicable laws.

## **17. ARBITRATION**

**Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement where the total amount of the award sought is less than FIFTY Thousand U.S. Dollars (US \$50,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief. Such arbitration**



shall be initiated through an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with this Agreement. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: (1) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (2) all arbitration proceedings shall be held in English; (3) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (4) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider. Notwithstanding the foregoing, GreenLight may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from Texas law, including the laws governing what can legally be sold, bought, exported, offered or imported. You shall always comply with all the international and domestic laws, ordinances, regulations and statutes that re applicable to your use of the Site and the Services.

Any other Dispute (including whether the claims asserted are arbitrable) shall be referred to and finally determined by arbitration in accordance with the American Arbitration Association Commercial Arbitration Rules (the "Rules") and shall be administered by the Frisco, Texas office of the American Arbitration Association (the "Administrator"). To the extent there is any conflict between the provisions set forth in this section and any procedural or other rules issued by the Administrator, this section will control. The location of the arbitration will be Frisco, Texas USA. The Dispute(s) shall be submitted to a single arbitrator ("Arbitrator") chosen by the parties or selected by the parties from a list of potential arbitrators provided by the Administrator. The Administrator shall provide such list to the parties 10 days after request by either party. Should the parties be unable to agree on a choice of arbitrator within 10 days after receipt of the list from the Administrator, then the Administrator will select the Arbitrator. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. Each party shall bear its own attorneys'

**fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. The Arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator will not have authority to award damages in excess of the amount, or other than the types, allowed by Section 9 of this Agreement. Judgment on the award of the Arbitrators may be entered by any court of competent jurisdiction. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by Texas law or United States Federal law.**

**By using the Site or the Services in any manner, you agree to the above arbitration provision. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and GreenLight (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.**

## **18. VIOLATIONS**

Please report any violations of this Agreement to our Customer Service department through the [support@glcredentials.com](mailto:support@glcredentials.com).

## Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

**Document name:** 08152022 Texas College Bridge DPA  
**Document created:** 08/15/2022 22:15:28  
**Document pages:** 26  
**Document ID:** 847b899b26a94cb8a9eee74ac8c54648eaff7268  
**Document Sent:** 08/15/2022 22:17:10 UTC  
**Document Status:** Signed  
 08/15/2022 22:23:42UTC

**Sender:** bmorton@wfsd.net  
**Signers:** dlee@wfsd.net  
**CC:** mgraham@wfsd.net

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	bmorton@wfsd.net	08/15/2022 22:15:28 pm UTC	08/15/2022 22:15:25 pm UTC	137.83.19.148
SignNow Web Application	Viewed the Document	bmorton@wfsd.net	08/15/2022 22:15:35 pm UTC	08/15/2022 22:15:35 pm UTC	137.83.19.148
SignNow Web Application	Document Saved	bmorton@wfsd.net	08/15/2022 22:15:59 pm UTC	08/15/2022 22:15:59 pm UTC	137.83.19.148
SignNow Web Application	Invite Sent to: dlee@wfsd.net	bmorton@wfsd.net	08/15/2022 22:17:10 pm UTC	08/15/2022 22:17:09 pm UTC	137.83.19.148
SignNow Web Application	Viewed the Document	dlee@wfsd.net	08/15/2022 22:23:25 pm UTC	08/15/2022 22:23:25 pm UTC	137.83.19.147
SignNow Web Application	Signed the Document	dlee@wfsd.net	08/15/2022 22:23:42 pm UTC	08/15/2022 22:23:42 pm UTC	137.83.19.147
SignNow Web Application	Document Saved	dlee@wfsd.net	08/15/2022 22:23:42 pm UTC	08/15/2022 22:23:42 pm UTC	137.83.19.147