

**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**Nucleus Robotics, LLC**  
**FOR ONLINE EDUCATION SERVICES**

---

**THIS AGREEMENT** (“Agreement”) is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as “CCSB” or “School Board” and Nucleus Robotics LLC a Delaware Corporation registered to do business in the State of Florida whose principal address is 1644 Wellesley Avenue, Los Angeles, CA, 90064 hereinafter referred to as “Contractor” or “Provider” (each a “Party” and collectively referred to as the “Parties”).

**WHEREAS**, CCSB is interested in utilizing the Contractor’s software license, hosting, implementation, and training services for CTE curriculum; and

**WHEREAS**, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

**WHEREAS**, Contractor desires to provide their software license, hosting, implementation, and training services for Lecanto High School

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 2. Terms of Agreement.** The term of this Agreement shall commence on November 1, 2023 and continue until November 1, 2024. Notwithstanding any other termination

referenced herein or attached hereto, School Board reserves the right to terminate this Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations.

- 3. Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services (“Products” and “Services”) as outlined in Quote #10864, dated 01/26/23 which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or proposals, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:

  - 3.1. This Service Agreement.
  - 3.2. Attachment A – Student Data Privacy Agreement.
  - 3.3. Attachment B– Quote for Citrus County School District Quote #11269
  - 3.4. Attachment C – Information Security Policy
  - 3.5. Attachment D – Nucleus Terms of Use, Privacy Policy, and Content Policy
- 4. Payment & Compensation.** The Contractor shall provide services in accordance with Quote #10864], at the rate of \$3,500 for 1-year of all access for 1-teacher. The total compensation under this Agreement shall not exceed **Three Thousand Five Hundred AND 00/100 DOLLARS (\$3500.00)**. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.
- 5. CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is Debra Stanley, Director of Career and Technical Education. .
- 6. Background Screening:** In the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its

personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

7. **Child Neglect.** The Contractor and its employees shall be subject to the requirements of §39.201, Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline: 1-800-962-2873.
8. **Indemnification.** The Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by CCSB; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
9. **Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: CCSB and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners,

Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability

- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to CCSB thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input type="checkbox"/>	<b>1. Commercial General Liability Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>2. Product Liability and/or Completed Operations Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>3. Automotive Liability:</b>	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	<b>4. Workers' Compensation/Employer's Liability:</b>	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000

	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input checked="" type="checkbox"/>	<b>5. Professional Liability Insurance (Errors and Omissions):</b>	
	For services, goods or projects that will exceed \$1,000,000 in values over a year.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	<b>6. Cyber Liability and Data Storage:</b>	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

**10. No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

**11. No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

**12. Access to and Retention of Documentation.** The CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

**13. Contractor's Public Records.** Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

13.1. Contractor and its subcontractors shall keep and maintain public records required by the CCSB to perform the service.

13.2. Contractor and its subcontractors shall upon request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

13.3. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CCSB;

13.4. Contractor and its subcontractors upon completion of the contract shall transfer to the CCSB, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CCSB to perform the service. If the Contractor and its subcontractors transfer all public records to the CCSB upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request from the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.

13.5. The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CCSB must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

13.6. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.

13.7. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: [BLAIRL@CITRUS.K12.FL.US](mailto:BLAIRL@CITRUS.K12.FL.US) AND [PUBRICRECORD@CITRUSSCHOOLS.ORG](mailto:PUBRICRECORD@CITRUSSCHOOLS.ORG); TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

14. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.



- 15. Termination.** This Agreement may be canceled with or without cause by CCSB during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.
- 16. Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 17. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.
- 18. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 19. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 20. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

- 22. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Citrus County, Florida.
- 23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 24. Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CCSB. This contract may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the CCSB which consent the CCSB may withhold in its sole discretion.
- 25. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 26. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 27. Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To CCSB:

The School Board of Citrus County, Florida  
c/o Superintendent of Schools

1007 W. Main Street  
Inverness, Florida 344450

With a Copy to:

Director of Career & Technical Education,  
Debra Stanley  
The School Board of Citrus County, Florida  
1007 W. Main Street  
Inverness, Florida 344450

And

Directory of Technology  
3741 West Educational Path  
Lecanto, Florida 34461

To: Contractor

Nucleus Robotics LLC  
Marc Meinhardt  
1644 Wellesley Avenue  
Los Angeles, CA 90064

With a Copy to:

Silver & Arsht  
Jeffrey Meinhardt  
1860 Bridgegate Street, Suite 100  
Westlake Village, CA 91361

**28. Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**29. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**30. Excess Funds.** Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall

be refunded to CCSB with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by CCSB.

- 31. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.
- 32. Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and wellbeing of any student or employee of the CCSB. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.
- 33. Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that the CCSB has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School District for purposes related to CCSB business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the CCSB provided that such material was copyrighted by Contractor before performance under this Agreement and was not developed specifically for CCSB under this Agreement.
- 34. Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 34.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 34.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 34.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- 34.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- 34.5. Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

**35. Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records, Further, Contractor for itself and its officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, Contractor, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, Contractor, or sub-Contractors of the Contractor shall either intentionally or negligently

violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**36. Confidentiality of Data/Information Provided.** CCSB will allow the Contractor access to limited data/information as identified in the Statement of Work as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Statement of Work, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

**37. Protection and Handling of Data.**

**37.1. Data Confidentiality and Security** - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information [as required in the Student Data Privacy Agreement attached hereto as Attachment A].

**37.2. Compliance** - Contractor will not knowingly permit any Contractor's personnel to have access to any CCSB facility or any records or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.

**37.3. FERPA** - To the extent services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that CCSB shall obtain any necessary consents from parents or students prior to providing student information to Contractor, and CCSB is wholly responsible for providing

annual notice to students and parents of their rights with respect to Florida Statutes.

**37.4. HIPAA, CIPA, and GLBA** - Contractor also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

**37.5. Data De-Identification** - Contractor may use aggregate data only for product development, research, or other purposes. Contractor must have approval of the CCSB to publish or market CCSB data.

**37.6. Data Security** – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, CCSB agrees to conform to the following measures to protect and secure data:

**37.6.1. Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other Parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.

**37.6.2. Data Storage and Backup.** Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Director of Technology for any general or specific case.

Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

**37.6.3. Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by

Federal law, Contractor further agrees that no CCSB data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested Parties except as necessary in order to perform the Services. Any other transmission or exchange of CCSB data is only permitted on a case-by-case basis as specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority.

**37.6.4. End of Agreement Data Handling.** Contractor will ensure that District Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

**37.6.5.** Contractor agrees that upon termination of this Agreement and requested by CCSB in writing it shall erase, destroy, and render unreadable all CCSB data, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.

**37.6.6.** If CCSB receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Contractor, the CCSB will promptly provide a copy of the application to Contractor. Contractor will promptly supply CCSB with copies of records or information required in order for the CCSB to respond, and will cooperate with the CCSB's reasonable requests in connection with its response.

**37.6.7.** Upon receipt of a litigation hold request, Contractor will preserve all documents and CCSB data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

**37.7. Data Breach -** Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify CCSB



immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

**37.7.1. Mandatory Disclosure of Protected Information** - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide CCSB with written notice within 72 hours, so that CCSB may seek an appropriate protective order or other remedy. If a remedy acceptable to CCSB is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon CCSB request, provide CCSB with a copy of its response.

**37.7.2. Remedies for Disclosure of Confidential Information** – Contractor and CCSB acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage CCSB in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give CCSB the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants CCSB the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, Contractors, and subcontractors violating the above provisions.

**37.7.3. Safekeeping and Security** - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

**37.7.4. Non-Disclosure** – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all

such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and CCSB.

**37.7.5. Request for Additional Protection** - From time to time, CCSB may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline CCSB's request.

**37.7.6. Data Ownership-** Unless expressly agreed to the contrary in writing, all CCSB Data or PII prepared by Contractor (or its subcontractors) for the CCSB will not be disclosed to any other person or entity.

**37.7.7.** Contractor warrants to the CCSB that the CCSB will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all CCSB created intellectual property created in the performance of the Agreement to the CCSB, and will execute any future assignments or other documents needed for the CCSB to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Contractor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with Contractor's services (collectively, "Contractor IP"). Contractor grants to the CCSB a personal, nonexclusive license to use the Contractor IP for its own non-commercial, incidental use as set forth in the end user license Agreement accompanying such software and as contemplated herein. All data of the CCSB remains the property of the CCSB.

**37.7.8.** It is understood and agreed that the CCSB is the exclusive Owner of the CCSB data and that at no point in time does or will the Contractor become the Owner of any CCSB Data, PII or CCSB files, and that should the Contractor be subject to dissolution or insolvency, CCSB data, PII, or files will not be considered an asset or property of the Contractor. The CCSB reserves the right to demand the prompt return of any and all CCSB data and PII at any time and for any reason whatsoever.

**38. Illegal Alien Labor.** The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Parties must not knowingly employ unauthorized aliens working under this Agreement

and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

**39. FEDERAL GRANTS TERMS AND CONDITIONS.** For any Agreement that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

**39.1. Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**39.2. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

**39.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- 39.4. Energy Efficiency / Conservation (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 39.5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.
- 39.6. Remedies For Violation or Breach of Contract.** Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded vendor cannot provide product, CCSB reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing CCSB for the price differences.
- 39.7. Debarment and Suspension.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 39.8. Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
- 39.8.1.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 39.8.2.** Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 39.8.3.** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 39.8.4.** Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a Record Retention and access requirements to all records. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 39.8.5.** Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 39.8.6.** Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 39.8.7.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 39.8.8.** Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 39.9. Copeland "Anti-Kickback" Act (18 U.S.C. 874 And 40 U.S.C. 276c).** Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.10. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).** Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.11. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**39.12. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704).** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**39.13.** All website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

**40. Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

<p>School Board:  _____ Douglas A Dodd, Chairman</p> <p>Date: <u>10/10/23</u></p>	<p>Contractor:</p> <p> _____ By: Marc Meinhardt</p> <p>Title: VP of Partnerships</p> <p>Date: <u>06/21/23</u></p>
--	---



**Attachments:** (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B - Quote #11269

Attachment C – Information Security Policy

Attachment D – Nucleus Terms of Use, Privacy Policy and Content Policy

Contractor Contact Name: Marc Meinhardt

Phone Number: 323-433-1200

Email Address: marc@nucleuscourses.com

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**Nucleus Robotics LLC**  
**STANDARD STUDENT DATA PRIVACY AGREEMENT**

---

This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Nucleus Robotics LLC located at 1644 Wellesley Avenue, Los Angeles, CA 90064 (the “**Provider**”).

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

- ✓ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

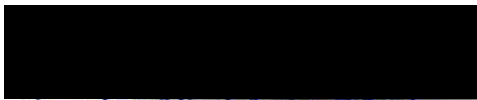
Name: Douglas A Dodd  
Title: Chairman, CCSB  
Address: 1007 W Main Street  
Inverness, FL 34450  
Phone: 352-726-1931  
Email: doddd@citruschools.org

The designated representative for the Provider for this DPA is:


Name: Marc Meinhardt  
Title: VP of Partnerships  
Address: 1644 Wellesley Avenue, Los Angeles, CA 90064  
Phone: 323-433-1200  
Email: [marc@nucleuscourses.com](mailto:marc@nucleuscourses.com)

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

LEA: The School Board of Citrus County, Florida.

Signature:   
Printed Name: Douglas A Dodd  
Title: Chairman  
Date: 10/10/23

Provider: Nucleus Robotics LLC

Signature:   
Printed Name: Marc Meinhardt  
Title: Vice President of CTE Partnerships  
Date: June 21, 2023

## STANDARD CLAUSES

Version 1.0

### Article I. ARTICLE I: PURPOSE AND SCOPE

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

### Article II. ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date

of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### **Article III. ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### **Article IV. ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality Agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
  - (a) **De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

5. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **“Directive for Disposition of Data”** form, a copy of which is attached hereto as **Exhibit “D”**. If the LEA and Provider employ **Exhibit “D”**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit “D”**.
6. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## **Article V. ARTICLE V: DATA PROVISIONS**

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality Agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or



delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **Article VI. ARTICLE VI: GENERAL OFFER OF TERMS**

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

#### **Article VII. MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service Agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license Agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the

Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or Agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or Contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Completion Data, Ability to see free-response & submissions for activities, and multiple choice quiz and review question answers.	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: Age over 13 years old must be confirmed (birthdate)	X
Enrollment	Student school enrollment	
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: Which class they are in	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X



Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	X
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: When students log in (time stamp) and when they submit work (time stamp)	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

## EXHIBIT “C”

### DEFINITIONS

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written Agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

**[Insert Name of District or LEA]** Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:  
Data Transfer to Technology Resource Center. Specific instructions will be with termination of services.
- Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

- Disposition shall be by destruction or deletion of data.
- Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:  
Data Transfer to Technology Resource Center. Specific instructions will be with termination of services.


3. Schedule of Disposition

Data shall be disposed of by the following date:

  x   As soon as commercially practicable.

       By **[Insert Date]**

4. Signature

  
\_\_\_\_\_  
Authorized Representative of LEA

10/10/23  
Date

5. Verification of Disposition of Data



\_\_\_\_\_  
Authorized Representative of Provider

06/21/23  
Date

**EXHIBIT "E"**

**GENERAL OFFER OF TERMS**

**1. OFFER OF TERMS**

Provider offers the same privacy protections found in this DPA between it and **[Insert Name of Originating LEA]** ("Originating LEA") which is dated **[Insert Date]**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

Nucleus Robotics, LLC

BY:

A large black rectangular redaction box covering the signature of the representative.

Date: 06/21/23

Printed Name: Marc Meinhardt

Title/Position: VP Partnerships

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **[Insert Name of Originating LEA]** and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

THE SCHOOL BOARD OF CITRUS COUNTY

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

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

Printed Name: Douglas A Dodd

Title/Position: Chairman, CCSB

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA  
DESIGNATED REPRESENTATIVE OF LEA:

Name: **Debra Stanley**

Title: Director of Career and Technical Education and Adult Education

Address: 1007 W Main Street, Inverness, FL 34450

Telephone Number: 352-726-1931



Email: [stanleyd@citruschools.org](mailto:stanleyd@citruschools.org)

**EXHIBIT “F”**

**DATA SECURITY REQUIREMENTS**

Adequate Cybersecurity

Frameworks 2/24/2020

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

Cybersecurity Frameworks

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

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

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

Here are the cybersecurity principles used to choose the NIST Cybersecurity Framework Version 1.1:

1. Risk-based approach: The framework follows a risk management approach, focusing on identifying, assessing, and mitigating cybersecurity risks based on the organization's specific needs and priorities.
2. Outcome-driven: The framework emphasizes achieving desired outcomes rather than prescribing specific controls or technologies. It provides a flexible structure for organizations to define and measure their cybersecurity goals.
3. Proactive and continuous improvement: The framework encourages organizations to take a proactive stance towards cybersecurity and implement processes for continuous improvement. It emphasizes the need for ongoing monitoring, assessment, and adaptation to evolving threats and technologies.
4. Business alignment: The framework promotes the alignment of cybersecurity activities with an organization's business objectives and risk tolerance. It encourages organizations to integrate cybersecurity into their overall business strategy and decision-making processes.
5. Collaboration and coordination: The framework recognizes the importance of collaboration and coordination between internal and external stakeholders, such as IT, legal, human resources, and third-party vendors. It emphasizes the need for information sharing, communication, and coordination to effectively manage cybersecurity risks.
6. Flexibility and scalability: The framework provides a flexible and scalable approach that can be adapted to organizations of varying sizes, sectors, and cybersecurity maturity levels. It allows organizations to prioritize and implement cybersecurity controls based on their unique circumstances.
7. Risk-informed decision making: The framework promotes informed decision-making by providing a structured process for identifying, assessing, and responding to cybersecurity risks. It helps organizations make risk-based decisions regarding the allocation of resources and the selection of appropriate cybersecurity measures.
8. Privacy protection: The framework recognizes the importance of privacy protection and highlights the need to incorporate privacy considerations into an organization's cybersecurity program. It encourages organizations to assess and manage privacy risks alongside cybersecurity risks.

**EXHIBIT “G”**

**Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

[The State Supplement is an **optional** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual Parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit “H”** in this proposed structure).]

## EXHIBIT "H"

### **Additional Terms or Modifications**

**THIS EXHIBIT "H"** effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida, (the "Local Education Agency" or "LEA") and Nucleus Robotics, LLC, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on the page 2 of the DPA is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the SB and all of SB's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-Parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B.

5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.
7. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
8. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
9. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This

section does not prohibit Provider from generating legitimate personalized learning recommendations.

10. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Providers or Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.
11. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment.** None of the Parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA.
12. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** Any “click through” terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the “click through” do not indicate acceptance by the entity.
13. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.
14. Article VII, is hereby amended to add Paragraph 13 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Local Education Agency:



Douglas A. Dodd, Chairman

Date: 10/10/23

Provider:



By: Marc Meinhardt

Title: VP of Partnerships

Date: 06/21/23



Nucleus Robotics, LLC  
 1644 Wellesley Ave  
 Los Angeles, CA 90025

**Quote for Services**

**TO:** Citrus County School District

**%** Dawna Boley

**QUOTE DATE:** 1/26/23

**QUOTE #:** 10864

**QUOTE EXPIRES:** 4/26/23

Item Description	Qty	Cost	Discount	Total
Lecanto High School (Entrepreneurship)	1	\$3,500.00 <small>per year</small>		\$3,500.00

**Notes/Instructions**

Nucleus will provide Entrepreneurship curriculum access for Melody Hinson at Lecanto High School for the 2023-2024 school year. Staff training and professional development will be provided in a group setting, or 1-on-1 with the teacher as needed. The curriculum and teacher support will be available for the entirety of the 2023-2024 school year.

**SUBTOTAL:** \$3,500.00

**TOTAL:** \$3,500.00

Please make all checks payable to Nucleus Robotics, LLC and mail to:

Nucleus Robotics, LLC  
 1644 Wellesley Avenue  
 Los Angeles, CA 90025

Contact us at [admin@nucleuscourses.com](mailto:admin@nucleuscourses.com) with any questions about these terms.



---

# Information Security Policy

---

**Nucleus Robotics, LLC**

Issued by the Chief Information Security Officer on

January 31st, 2023

## Table of Contents

<b>1 INTRODUCTION</b>	<b>3</b>
1.1 Purpose	3
1.2 Scope	3
1.3 Monitoring and Enforcement	4
1.4 Exceptions	4
<b>2 INFORMATION SECURITY PRINCIPLES</b>	<b>4</b>
<b>3 GOVERNANCE – ROLES AND RESPONSIBILITIES</b>	<b>4</b>
3.1 Executive Management (EM)	4
3.2 Chief Information Security Officer (CISO)	5
3.3 Staff	5
3.4 Information Asset Owners	6
3.5 Cloud Service Providers	6
3.6 Data Protection Officer	6
<b>SUPPORTING POLICIES</b>	<b>6</b>
4.1 Technical Security	6
4.2 Operational Security	6
4.3 Security Management	7
<b>COMPLIANCE REQUIREMENTS</b>	<b>7</b>
5.1 Audit	7
5.2 Compliance	7

## 1 INTRODUCTION

In accordance with mandated organizational security requirements set forth and approved by management, Nucleus Robotics LLC (“NRL”) has established a formal Information Security Policy (“Policy”). This comprehensive Policy is implemented immediately along with all relevant and applicable procedures.

The Information Security Program shall encompass this Policy along with all associated policies, procedures, standards, guidelines, and technology controls.

### 1.1 Purpose

This Policy outlines the approach, methodology, and responsibilities for preserving the Confidentiality, Integrity, and Availability (“CIA”) of NRL systems and data. It is the overarching policy for information security and is supported by specific technical security, operational security, and security management policies.

The Information Security Program (including this Policy) **shall** establish compliance with statutory, regulatory, and contractual requirements, hereafter referred to as Minimum Compliance Criteria (“MCC”). Additionally, it should incorporate additional measures to align with industry best practices, hereafter referred to as Discretionary Security Requirements (“DSR”).

Compliance with this Policy and supporting procedures ensures the safety and security of all NRL’s system components within the sensitive data environment as well as any other environments deemed applicable.

This policy covers

- Information Security Principles.
- Governance – Roles and Responsibilities.
- Supporting policies – Technical Security, Operational Security, and Security Management.
- Compliance Requirements.

### 1.2 Scope

This Policy and supporting Procedures cover all system components within the sensitive data environment owned, operated, maintained, and controlled by NRL. This Policy and supporting Procedures cover all other system components (both internally and externally) that interact with these systems and all other relevant systems:

Internal system components are those owned, operated, maintained, and controlled by NRL, including all network devices (firewalls, routers, switches, load balancers, other network devices), servers (both physical and virtual servers, along with the operating systems and applications residing on them), as well as any other system components deemed in scope; and

External system components are those owned, operated, maintained, and controlled by any entity other than NRL. These external systems may impact the confidentiality, integrity, and availability (CIA) and the overall security of the sensitive data environment, along with any other environments deemed applicable.

This Policy and supporting Procedures cover all employees, interns, volunteers, and contractors (hereafter "Staff") unless otherwise noted.

### **1.3 Monitoring and Enforcement**

NRL periodically monitors adherence to this Policy to help ensure compliance with applicable laws, requirements, and contractual agreements applying to client data.

Penalties for failing to comply with NRL policies and procedures could lead to disciplinary and/or enforcement actions against individuals and lead to sanctions brought against NRL. Depending on the seriousness of the offense, enforcement actions could include civil and/or criminal charges brought against violators.

### **1.4 Exceptions**

Exceptions to the current policy must be approved by the Executive Management. Approved exceptions **shall** be reviewed on at least an annual basis.

## **2 INFORMATION SECURITY PRINCIPLES**

Information must be treated as an asset of NRL; accordingly, the company will make its best efforts to protect information against unauthorized disclosure, modification, or destruction.

Policies and procedures must be established and maintained that are risk-centric and cost-effective and that protect the integrity, confidentiality, and availability of NRL information systems.

It is the responsibility of the senior management to ensure that risks are identified, assessed, prioritized, managed, and controlled as part of the information security risk management process. The effectiveness and efficiency of security arrangements are monitored and reported to the company's governing body.

In addition to the core principle of CIA, information security must also consider the protection of the organization's reputation; reputational loss may occur when any of the CIA principles are compromised. The aggregation effect, by association or volume of data, can also impact the Confidentiality property.

## **3 GOVERNANCE – ROLES AND RESPONSIBILITIES**

### **3.1 Executive Management (EM)**

EM establishes NRL's information security and privacy management systems by ensuring the following:

- 1) Establishment of Information Security and Privacy policies and objectives in alignment with NRL's strategic direction, budget and risk appetite;
- 2) Integration of security and privacy requirements into NRL's overall business processes;
- 3) Availability of security and privacy resources;
- 4) Communication of security and privacy importance to employees, third parties, and both internal and external stakeholders as well as conformity to security and privacy requirements;
- 5) Achievement of the intended outcomes of the security and privacy programs;

## Information Security Policy

- 6) Continual improvement of the security and privacy programs;
- 7) Support for other management roles in demonstrating leadership applied to their areas of responsibilities;
- 8) Assignment and communication of responsibilities and authorities for the security and privacy programs as well as ensuring that the programs conform to regulatory or contractual requirements with reports of performance provided to management; and
- 9) Establishment of adequate monitoring and enforcement of policies and procedures.
- 10) Mandating personal accountability for Information Security by ensuring all Staff understand and sign the Employee Acceptable Use Policy ("EAUP") annually.
- 11) Ensuring all staff has access to the information required to perform their job function within the boundaries of this policy and associated policies and procedures.
- 12) Appointing a Chief Information Security Officer.
- 13) Informing the Chief Information Security officer of any existing or new contractual agreements regarding information security or data protection that shall be incorporated into the Information Security Program.
- 14) Delegating responsibility of the Information Security Program to the CISO.

### 3.2 Chief Information Security Officer (CISO)

The CISO is responsible for the effective implementation, operation, and maintenance of the Information Security Program, including this Policy and all associated policies, procedures, guidelines, and controls. The CISO **shall**:

- 1) Provide expert advice to the organization on all matters concerning information security, compliance, policies, standards, and best practices.
- 2) Server as a central point of contact for information security matters.
- 3) Develop a Plan of Action and Milestones (POA&M) that documents the steps required to achieve the Information Security Program objective of mitigating information risk in a cost-effective and timely manner.
- 4) Document information security risks, threats, and possible vulnerabilities and provide a monthly report to EM.
- 5) Ensure compliance with policies and procedures to monitor and mitigate risks.
- 6) Ensure the operational effectiveness of security controls and processes.
- 7) Assess the risk of Third-Party technology services and applications, including Cloud Services Providers (CSP) to determine the risk of incorporating their service or application into any NRL system(s) or application(s).
- 8) Establish, implement, and maintain the Information Security Program.
- 9) Ensure effective monitoring of NRL systems for indicators of compromise and/or security breaches.
- 10) Lead the response to security incidents in accordance with the Incident Response Plan.

### 3.3 Staff

Information Security and the appropriate protection of information assets is the responsibility of all users and individuals are expected at all times to act in a professional and responsible manner whilst conducting NRL business. All staff are responsible for information security and remain accountable for their actions.

**Staff shall:**

## Information Security Policy

- 1) Understand their role and responsibilities and that failure to comply with this policy may result in disciplinary action.
- 2) On an annual basis:
  - a) Read, understand, and sign the EAUP.
  - b) Complete Security Awareness training.

### 3.4 Information Asset Owners

The Information Asset Owners (IAOs) are senior/responsible individuals involved in running the business area and **shall** be responsible for

- 1) Understanding what information is held.
- 2) Knowing what is added and what is removed.
- 3) Understanding how information is moved.
- 4) Knowing who has access and why.

### 3.5 Cloud Service Providers

Cloud Service Providers ("CSP") are responsible for the security of the services they provide. The effectiveness and maturity of their security program shall be evidenced by the CSP's compliance documentation and certifications such as ISO 2700x and SOC 2.

### 3.6 Data Protection Officer

NRL does not store or process sensitive Personally Identifiable Information ("PII") such as Social Security Number, driver's license number, passport number, financial account numbers, biometric data, etc.

In the event that NRL business changes to include storing or processing of sensitive PII, then a Data Protection Officer must be appointed.

## SUPPORTING POLICIES

The Information Security Policy is developed as a pinnacle document that has further policies, standards, and guides which enforce and support the policy. The supporting policies are grouped into 3 areas: Technical Security, Operational Security, and Security Management.

### 4.1 Technical Security

The technical security policies detail and explain how information security is to be implemented for:

- 1) Encryption
- 2) Security Configuration
- 3) Network Security
- 4) Application Security
- 5) Back-Ups
- 6) Authentication and Authorization
- 7) Firewall
- 8) Updates

### 4.2 Operational Security

The operational security policies detail how the security requirements are to be achieved for:

- 1) Data handling
- 2) Password Management
- 3) Media Handling
- 4) Business Continuity
- 5) Disaster Recovery

### 4.3 Security Management

The security management practices detail how the security requirements are to be managed and checked.

- 1) Incident Response
- 2) Audit Program
- 3) Vulnerability Management
- 4) Change Management
- 5) Secure Coding and Data Validation

## COMPLIANCE REQUIREMENTS

### 5.1 Audit

Audit will be performed as part of the ongoing NRL Audit Program. The CISO **shall** ensure appropriate evidence and records are provided to support these activities at least on an annual basis.

### 5.2 Compliance

NRL shall operate in accordance with all applicable laws and statutes regarding information security, privacy, and data protection. Therefore, EM **shall** ensure that the Information Security Program:

- 1) Provides effective implementation and monitoring of information security controls for MCC and DSR.
- 2) Establishes a monthly review of the Information Security Program compliance program and documents findings, and schedules and prioritizes any necessary corrective actions.

## PRIVACY POLICY

Nucleus Robotics, LLC ("Nucleus") takes your privacy seriously. When you use our website or services, you may provide certain types of data to us. This document tells you how we use that data to enhance and manage the site and what we use collected information for. Please read this document carefully. Using our website or services constitutes an agreement to our Privacy Policy and Terms of Use.

If you are a California resident, you have additional rights under the CCPA, including the right to request access to or deletion of your personal information, and information about our data practices, as well as the right not to be discriminated against for exercising your privacy rights. These rights can be exercised as described in this privacy policy and our terms of use.

### (1) What Types of Information Do We Collect?

From time to time, we collect Personal Information and Generic Information. Personal information is sensitive because it can identify you individually. Generic Information, even when combined, cannot identify you individually.

Some examples of Personal Information include your full name, address, phone number, credit card number, etc. We will not necessarily ask you for all categories of Personal Information, and at this time, Nucleus only asks for your name and email address. This list is for illustrative purposes only.

Some examples of Generic Information include what type of browser you use, your operating system, your IP address, etc. Most Generic Information is collected automatically incident to accessing the website. We will not necessarily collect all of these categories of data. This list is for illustrative purposes only.

### (2) What Information Do We Collect?

- (a) Any contact information you supply voluntarily to us in our contact or sign-up forms.
- (b) Your locational data associated with your IP address.
- (c) Computer and mobile device information, including its location, MAC Address, IP address, device name & type, operating system, usage statistics, system, or browser language.
- (c) The order you visited sites, including landing, referral and exit pages.
- (e) The date and time you used our services, and how long you used our services.

### (3) How Do We Collect Information?

- (a) We use the following automatic tools to collect information:
  - 1. Cookies and flash cookies, which help us customize user experience, confirm your identity, and provide our services to you more quickly;
  - 2. Pixel tracking, which helps us target advertising; and
  - 3. Web Beacons, which tell us whether pages were visited or emails were opened.

### (4) We Don't Sell Your Personal or Generic Information Directly to Advertisers or Third Parties

We do not receive payment in cash or in-kind from third parties in exchange for your Personal or Generic Information. Your Generic Information may be used to generate targeted ads.

### (5) We Use Your Personal Information to Provide Our Services

We use your information to provide our services to you. Sometimes we must temporarily share your information with third parties. For example: sharing payment information with banks that process payment; sharing your address with a shipping company so we can send you things you've ordered.

### (6) We Use Your Generic Information for Various Purposes

Your Generic Information helps us optimize our website and tailor advertisements to you without exposing your identity to third parties. This information is not sold to or traded with third parties.

### (7) We Will Share Your Personal and Generic Information in Specific Circumstances

- (a) There are a few times when we must share your information either to protect our rights or to obey the law. We will share your Personal and Generic Information when we honestly believe that:
  - 1. a subpoena or warrant is duly issued, or any other legitimate government agency requests that we produce information and we cannot legally refuse;
  - 2. we need to enforce our own rights and contracts with users and third parties, like this Privacy Policy or the Terms of Use;
  - 3. we need to address a security or technical issue within our site;



4. we think sharing the information is necessary to prevent harm to others and other property, especially in an emergency situation; and
5. in all cases we will only share as much information as is absolutely necessary to meet the immediate need, and no more.

If we are merged with another company or acquired by another company, the new company will possess the information we have collected. If this causes a significant change in the way your information is used, we will contact you and give you an opportunity to change or delete information.

#### **(8) Children under the Age of 13**

If you are a user of Nucleus's services under the age of 13, we require verifiable parental consent. This informs your parent or guardian that you have certain rights with respect to your data and gives us permission to collect your data for use of our services and we won't collect more than is necessary for a given activity or disclose it to third parties unless it's part of that activity. For example, we may need to use your name and any assignments you upload for coursework evaluation and to send that information back to your institution or school.

#### **(9) We will Delete Your Personal Information If You Request That Action**

We will delete any saved data we collect if you request we do so within 45 days of the request.

#### **(10) You Can Control Some of Your Information**

Some jurisdictions grant you the right to review the personal information we have collected about you. If you want to review your information, contact us.

#### **(11) Do Not Track ("DNT") Transparency**

Due to lack of technical standards across browsers, we handle requests related to DNT signals on a case-by-case basis. To improve the user experience, we distribute some data to Google Analytics. Google Analytics tracks the traffic data for our site. Examples of this data include information pertaining traffic sources and time spent on various pages.

#### **(12) Data Security**

Nucleus will make every effort to secure any private information submitted to us by our users. However, no data transmission over the Internet is completely secure, so we cannot guarantee the absolute security of this data. You use our online service at your own risk and are responsible for taking reasonable measures to secure your account. You acknowledge that you are responsible for securing your own information, including passwords, keeping your sensitive information confidential, and taking responsibility for actions taken in connection with your user account.

### **TERMS OF USE**

In consideration of being permitted use of the Nucleus website or related services, you warrant that you will abide by and agree to the Terms of Use, Privacy Policy, and Content Policy. ("Agreement").

You will only use Nucleus's website or services for lawful purposes.

**If you are under 13 years of age, you will need verifiable parental consent to use our services. Parents have the right to know what information we collect from children under 13 and how it is used. Namely, data from users under 13 is used for participation in online classes, for example, the collection of assignments for evaluation or posting questions for instructors in our posting system. Parents also have the right to request its deletion. If you are a parent with a child under 13 using this site, we will collect your email and send you important information for how to manage your child's data while they use Nucleus related services.**

**You are at least 13 years of age, and you have consent from your parent to enter into this Agreement and to use this Website in accordance with the terms of this Agreement.**

**You are at least 18 years of age, and you possess the legal right and capacity to enter into this Agreement and to use this Website in accordance with the terms of this Agreement.**

#### **(1) Dispute Resolution:**

##### **(a) GOVERNING LAW AND FORUM SELECTION**

1. The provisions of this Agreement and all suits and special proceedings under it be construed in accordance with and under and pursuant to the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. The parties acknowledge, agree in, and submit themselves to the jurisdiction of the courts of Los Angeles County in the State of California for the present and the future with regard to the subject matter of the agreement in any and all other matters between the parties.
3. In any subsequent dispute, all provisions of this Agreement will be construed in the favor of Nucleus and its Agents.

**(0) ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER**

1. Due to the great expense and length of time needed to achieve a resolution regarding a dispute between the parties in a public court, any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, but not limited to, malpractice claims, shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party.

The parties shall appoint one person as arbiter to determine the dispute. This person will be a licensed attorney in any state with greater than 5 years of experience practicing law or any retired judge. Any arbitrator selected must be neutral and independent and adhere to the Arbitration Ethics Guidelines adopted by the American Bar Association. If the parties cannot agree on a private arbiter, then the parties will use JAMS arbitration services. To the extent permitted, the cost of the arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide. Further, the parties acknowledge that costs and fees may be partially or completely taxed upon the non-prevailing party, and such costs may be substantial. The venue for the arbitration and/or any legal dispute shall be the County of Los Angeles, California.

The parties hereby acknowledge that by submitting a dispute to arbitration, they are aware of the following: (1) they are waiving their right to a jury trial, (2) waiving their right to file a class action or become a class representative either in court or in the course of arbitration seeking relief on behalf of a class, (3) they waive their right to a judicial appeal of a decision of the arbitrator, except on such grounds permitted by the Federal Arbitration Act, (4) the possibility of a reduced level of discovery, and (5) relaxed application of the rules of evidence that occur in arbitration. The parties acknowledge that they have the right to independent counsel regarding the interpretation of this agreement and representation regarding a dispute under this Agreement. There is one exception to this arbitration agreement, if the amount in controversy is below the applicable threshold for small claims in Los Angeles, California, and the parties each waive their right to seek an amount greater than the applicable small claims threshold, then the parties may bring claims against each other in small claims court in the County of Los Angeles, California.

If any provision related to this arbitration agreement is found to be illegal or unenforceable, then such provision shall be severed from the arbitration agreement, but the rest of the agreement shall remain enforceable and in full effect. With respect to claims for public injunctive relief under California or other applicable law that, by law, may not be compelled to arbitration, you and Nucleus agree that the substance of any disputes where such public injunctive relief is available shall be decided by the arbitrator. Only if the claimant succeeds on its claim permitting the remedy of a public injunction may such claimant request that a court of competent jurisdiction enter an injunction in conformity with the arbitral award.

**(2) Agreement Survives Incapacity.**

This is a durable Agreement, and the parties agree that it will survive and remain in effect despite any impairment of your mental capacity, incapacity, or incompetence subsequent to your initial acceptance of all terms.

**(3) Agreement Supersedes All Others.**

This Agreement embodies the entire agreement between you and Nucleus and is the full and final expression of the intent of the parties with respect to the subject matter herein. This Agreement supersedes any other agreement, written or oral, in regard to the specific items covered by this Agreement, between Nucleus and any individual, and any and all prior contemporaneous or future representations, conditions, warranties, understandings, negotiations, discussions, proposals, communications or previous agreements between the any individual and Nucleus, or an Agent of Nucleus and shall prevail notwithstanding any variance with any other agreement.

**(4) Website Use Subject to Terms of Use.**

By accessing, viewing, reading, downloading, or otherwise using this Website, you agree to these Terms of Use.

**(5) Agreement Terms of Use Subject to Change**

You understand that Nucleus reserves the right to change these Terms of Use, guidelines and disclaimers at any time as needed. Continuing to use Nucleus services constitutes assent to the new terms. Past customers continuing to contract with Nucleus assent to the new terms and extinguish their rights under past Use agreements.

**(6) By Accepting this Agreement, you Certify the Following:**

- (a) You are at least 13 years of age.
- (b) You, or your parent or guardian if you are under 18, understand the jurisdiction, standards and laws of the community, site and computer to which you are transporting this material and are solely responsible for your actions.
- (c) If you use these services in violation of this agreement, you understand you may be in violation of local and/or federal laws and are solely responsible for your actions.
- (d) You release and discharge Nucleus and its Agents from any and all liability which might arise from your actions on the Nucleus website.
- (e) Any use of Nucleus's services constitutes an acceptance of the Terms of Use and the Privacy Policy.

**(7) Release of Liability and Indemnification**

The terms of this release are contractual and not a mere recital. By agreeing to this release, you are agreeing that you cannot hold Nucleus responsible for any injury that occurs as a result of this Website.

#### **(8) General Release of Liability**

In consideration of being permitted to access and use this website, and on behalf of yourself and your personal representatives, heirs, and next of kin, you release, waive, discharge and agree not to sue Nucleus its officers, agents, directors, and trustees hereinafter "Agents" or "Releasees"), from all liability to yourself or to your personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage, on account of injury to your person or property or resulting in your death, whether caused by the negligence of Releasees or otherwise while you are accessing, viewing, reading or otherwise using the website.

You agree to Indemnify Releasees and each of them from any loss, liability, damage or cost releasees may incur due to your use of the website, whether caused by the negligence of the Releasees or otherwise. you assume full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while you are accessing, viewing, reading or otherwise using Nucleus.

You agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion of the agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

Being of lawful age, in consideration of being permitted to access and use of Nucleus, you do for yourself, your heirs, executors, administrators, and assigns, release and forever discharge Nucleus, its Agents and their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of your use of Nucleus or any activities in connection with Nucleus whether by negligence or not.

You explicitly agree that Nucleus and its Agents may recover expenses incurred in defending any suit or arbitration, including reasonable attorneys fees and costs.

#### **(9) Disclaimer of Warranties and Representations**

##### **(a) No Professional Services, Representations or Warranties**

- 1 You agree that Nucleus and its agents do not hold themselves out to offer or provide any kind of expert or professional training or knowledge in connection with Nucleus, agents make no warranties of fitness or quality of the content of any writings, threads, posts, emails, statements, private messages or other communications, nor are they under any obligation to monitor postings, chat service, blogs, or other communications on any part the Nucleus website.

##### **(b) No Warranty as to Information**

- 1 You understand that the materials and information you find on Nucleus are provided "as is," without warranty of any kind, either express or implied, including without limitation any warranty for information, services, or advice provided through or in connection with Nucleus and any implied warranties of merchantability, fitness for a particular purpose, expectation of privacy or non-infringement.

#### **(10) Non-endorsement**

You understand that the views and opinions of authors published on this site do not necessarily reflect those of Nucleus. Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by Nucleus. Nor shall any information or statements contained on the Nucleus site be used for the purposes of advertising, or to imply an endorsement or recommendation.

In the event Nucleus chooses to make a commercial recommendation you'll see or hear an appropriate Federal Trade Commission compliant disclosure.

#### **(11) No Warranty of Service.**

You agree that Nucleus and its Agents make no representations or warranties regarding the availability, speed, reliability or continued existence of any portion of Nucleus's website or services.

#### **(12) No Responsibility for Links, Emails.**

Nucleus's website may contain links to sites which are not maintained by Nucleus's owner, While Nucleus will try to include only links to those sites relevant to our users, under no circumstance will Nucleus or its Agents be held responsible or liable for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links does not imply endorsement by Nucleus of the linked or framed sites or their content.

#### **(13) Ownership of website**

The contents of the Nucleus pages, including but not limited to text, graphics, photographs, and icons, are copyrighted materials owned or controlled by Nucleus and may contain Nucleus name, trademarks, service marks, and trade names. You understand that Nucleus assumes no responsibility for any other party's site linked to the Nucleus website. You agree not to use any material present on the Nucleus website without the express written agreement of Nucleus.

#### **(14) SATISFACTION AND WAIVER OF STATUTE OF FRAUDS**

This agreement is an electronic contract as a signed writing for purposes of the Statute of Frauds. You also agree not to raise the statute of frauds as a defense in a dispute over the enforceability of this Agreement.

#### **(15) TERMINATION OF SERVICE**

You agree that your access and use of Nucleus is subject to the terms of this Agreement AND the sole discretion of the Agents of Nucleus. You agree to abide by all decisions of the Nucleus regarding your use, access to the website.

#### **(16) User Representation and Warranties**

If you upload or submit material to Nucleus, e.g., homework or class assignments, you represent and warrant you have all the necessary rights to use the material you submit without violating the rights of any third party. Those include, but are not limited to, trademark, copyright, privacy rights, publicity rights, common law rights, etc.

You agree to indemnify and release Nucleus from all liability (including costs and attorney's fees) for claims relating to alleged or actual infringement of any third-party rights and any law to the extent that such claims relate to your use of Nucleus's site and service.

#### **(17) User Generated Content**

From time to time, you may upload user generated content ("UGC"), like answers to questions, activities, homework assignments, or comments on course material, etc., to Nucleus.

To the extent that you provide UGC, you grant Nucleus a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the UGC. This license includes granting Nucleus the right to authorize third parties and Nucleus instructors to use your UGC with their registered students or other learners independent of Nucleus's courses. Nothing in these terms shall restrict other legal rights Nucleus may have to UGC, for example under other licenses.

#### **(18) Intellectual Property**

Subject to these Terms and our policies we grant you a limited, personal, non-exclusive, non-transferable and revocable license to use Nucleus's services. You may download content from our services only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by Nucleus, and you will not share access to your account or access information for your account with any third party. Using our services does not give you ownership of or any intellectual property rights in our services or the content you access.

#### **(19) No Academic Credit**

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Nucleus courses does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Nucleus course unless you have earned a course certificate or other equivalent documentation of your completion of the Nucleus course. Nucleus and its instructors have no obligation to have Nucleus courses recognized by any educational institution or accreditation organization.

#### **(20) Data Requests**

To send a General Data Protection Regulation ("GDPR") data subject request or CCPA consumer request please email us at [admin@nucleuscourses.com](mailto:admin@nucleuscourses.com).

#### **(21) Copyright and DMCA**

Nucleus respects the intellectual property rights of instructors, users, and other third parties and expects our users to do the same when using the Nucleus's services. We reserve the right to suspend, disable, or terminate the accounts of users who infringe or are charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you would like to read the DMCA, please visit the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

If you believe in good faith that materials on the Nucleus platform infringe your copyright, the DMCA provides that you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

1. the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the platform are covered by a single notification, a representative list of such works);
3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Nucleus to locate the material on the platform;
4. the name, address, telephone number, and email address (if available) of the complaining party;

5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to Nucleus's services can either be sent:

1. via mail: 1644 Wellesley Ave, Los Angeles, CA 90025
2. via email: [admin@nucleuscourses.com](mailto:admin@nucleuscourses.com)

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

#### **(22) THIS IS THE FINAL AGREEMENT**

This Agreement constitutes the entire agreement of the parties and controls over all prior or contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties.

You have carefully read and understand the above Agreement and Privacy Policy, and by using the Nucleus website you agree to the entirety of its contents.

#### **CONTENT POLICY**

By using Nucleus's services you agree to the items in this content policy. Nucleus reserves the right to terminate your activity on the Nucleus site for any reason it sees fit. The following are rules and guidelines that govern specific behavior of Nucleus users.

##### **(1) Use of Nucleus services must be related to educational purposes.**

Nucleus encourages you to have fun when using our services. But please remember to stay close to the topic of your classes. Do not upload content unrelated to Nucleus services or use Nucleus as a means of distracting other Nucleus users. Nucleus may terminate or restrict your access if you make it difficult for other students to use Nucleus services or learn from our services.

##### **(2) Cyberbullying, harassment, cyber-stalking, threats of violence and racism are strictly prohibited.**

Nucleus is an educational service. Cyberbullying, online harassment, threats of violence, cyber-stalking, racism, and other behavior from users that might make users, the site administrators, or instructors feel unsafe using Nucleus services is strictly prohibited and may result in termination of Nucleus's services. These are issues Nucleus takes seriously. If you see this kind of content or experience this kind of behavior, please report it to Nucleus immediately.

##### **(3) Keep it legal and keep it clean.**

As stated in our Terms of Use, you may only use Nucleus's services for lawful purposes. Do not post user generated content that might not be suitable or legal for those under the age of 18. This includes, but is not limited to, nudity or sexually suggestive material. This is not a dating site. Attempting to use Nucleus in such a fashion may result in termination of your account. Illegal uses of Nucleus's services will result in termination of your account.

##### **(4) Nucleus is an educational service**

Users should always keep in mind that, as a guiding principle, Nucleus is an educational service. Any user behavior that impedes other users from taking advantage of Nucleus's services or distracts from those services may result in account restrictions or termination. It is Nucleus's sole discretion whether users have violated this principle.

## Nucleus LMS IT Guide for Schools

For help with the Nucleus LMS, please have the school administrator or help desk contact the IT help desk at [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com). Please have the school administrator or help desk contact the IT help desk at [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com). However, if you are a teacher, please have the school administrator or help desk contact the IT help desk at [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com). However, if you are a teacher, please have the school administrator or help desk contact the IT help desk at [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com).

### All Nucleus courses

- [Nucleus LMS Help](#) - An article with basic instructions.
- All Nucleus LMS courses are located in Nucleus LMS and are hosted on Moodle. Please contact [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com).
- Email VM: Teachers and students to get their Nucleus LMS password, they can request a password reset email. If you do not have an email address, you will get notified by administrators of their email settings.
  - [Requesting a password reset email from Nucleus LMS](#) - [helpdesk@nucleuslms.com](mailto:helpdesk@nucleuslms.com)

### Robotics

- Students will need to download the [Sphero Edu App](#) and then update to the latest and connect to the internet. <https://edu.sphero.com/>
- Here are a few resources for following the Sphero Edu App and student devices.
  - [OS - Run OS and Mac OS Deployment](#) - Click here for more information.
  - [Deploying The Android App on Chromebooks](#) - Click here for more information.
  - [Sphero Edu Deployment](#) - Click here for more information.

### Entrepreneurship

- USPTO <https://www.uspto.gov/>
- Canva <http://www.canva.com/>
- Wix <https://www.wix.com/>
- Matchamp <https://matchamp.com/>
- Google Ads <https://ads.google.com/features/overview/learn-more-about-google-ads.html>
- Receiving Emails from Mailchimp <https://mailchimp.com/help/faq-how-to-receive-emails-from-mailchimp/>
- Zapier <https://zapier.com/>
- Blue Water Deepsea Fishery <https://www.bluewaterdeepseafishing.com/>

### Cryptocurrency

- [Coinbase.com](https://www.coinbase.com/) <https://www.coinbase.com/>

### Real Estate

- Redfin <https://www.redfin.com/>

### Personal Finance

- [Bank of America](https://www.bankofamerica.com/) <https://www.bankofamerica.com/>

## TAGS

Category	Count	Module	Article
Technical Support	14	None	13

Copyright © 2023 All rights reserved.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Nucleus Robotics, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F=Partnership) ▶ <b>P</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>Always enter numbers in the appropriate boxes.</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1644 Wellesley Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Los Angeles, CA 90025</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
8	4		2	3	9	9	5	2	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	03/14/2022
------------------	----------------------------	--------	------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# Nucleus Terms of Use, Privacy Policy, and Content Policy

Last updated Jan 31, 2022

## PRIVACY POLICY

Nucleus Robotics, LLC (“Nucleus”) takes your privacy seriously. When you use our website or services, you may provide certain types of data to us. This document tells you how we use that data to enhance and manage the site and what we use collected information for. Please read this document carefully. Using our website or services constitutes an agreement to our Privacy Policy and Terms of Use.

If you are a California resident, you have additional rights under the CCPA, including the right to request access to or deletion of your personal information, and information about our data practices, as well as the right not to be discriminated against for exercising your privacy rights. These rights can be exercised as described in this privacy policy and our terms of use.

### **(1) What Types of Information Do We Collect?**

From time to time, we collect Personal Information and Generic Information. Personal Information is sensitive because it can identify you individually. Generic Information, even when combined, cannot identify you individually.

Some examples of Personal Information include your full name, address, phone number, credit card number, etc. We will not necessarily ask you for all categories of Personal Information, and at this time, Nucleus only asks for your name and email address. This list is for illustrative purposes only.

Some examples of Generic Information include what type of browser you use, your operating system, your IP address, etc. Most Generic Information is collected automatically incident to accessing the website. We will not necessarily collect all of these categories of data. This list is for illustrative purposes only.

### **(2) What Information Do We Collect?**

- (a) Any contact information you supply voluntarily to us in our contact or sign-up forms.**
- (b) Your locational data associated with your IP address.**
- (c) Computer and mobile device information, including its location, MAC Address, IP address, device name & type, operating system, usage statistics, system, or browser language.**
- (d) The order you visited sites, including landing, referral and exit pages.**
- (e) The date and time you used our services, and how long you used our services.**

### **(3) How Do We Collect Information?**

- (a) We use the following automatic tools to collect information:**
  - 1. Cookies and flash cookies, which help us customize user experience, confirm your identity, and provide our services to you more quickly;**
  - 2. Pixel tracking, which helps us target advertising; and**
  - 3. Web Beacons, which tell us whether pages were visited or emails were opened.**

### **(4) We Don't Sell Your Personal or Generic Information Directly to Advertisers or Third Parties**

We do not receive payment in cash or in-kind from third parties in exchange for your Personal or Generic Information. Your Generic Information may be used to generate targeted ads.

#### **(5) We Use Your Personal Information to Provide Our Services**

We use your information to provide our services to you. Sometimes we must temporarily share your information with third parties. For example: sharing payment information with banks that process payment; sharing your address with a shipping company so we can send you things you've ordered.

#### **(6) We Use Your Generic Information for Various Purposes**

Your Generic Information helps us optimize our website and tailor advertisements to you without exposing your identity to third parties. This information is not sold to or traded with third parties.

#### **(7) We Will Share Your Personal and Generic Information in Specific Circumstances**

**(a) There are a few times when we must share your information either to protect our rights or to obey the law. We will share your Personal and Generic Information when we honestly believe that:**

1. a subpoena or warrant is duly issued, or any other legitimate government agency requests that we produce information and we cannot legally refuse;
2. **we need to enforce our own rights and contracts with users and third parties, like this Privacy Policy or the Terms of Use;**
3. **we need to address a security or technical issue within our site;**
4. **we think sharing the information is necessary to prevent harm to others and others' property, especially in an emergency situation; and**
5. **In all cases we will only share as much information as is absolutely necessary to meet the immediate need, and no more.**

If we are merged into another company or acquired by another company, the new company will possess the information we have collected. If this causes a significant change in the way your information is used, we will contact you and give you an opportunity to change or delete information.

#### **(8) Children under the Age of 13**

If you are a user of Nucleus's services under the age of 13, we require verifiable parental consent. This informs your parent or guardian that you have certain rights with respect to your data and gives us permission to collect your data for use of our services and we won't collect more than is necessary for a given activity or disclose it to third parties unless it's part of that activity. For example, we may need to use your name and any assignments you upload for coursework evaluation and to send that information back to your institution or school.

#### **(9) We will Delete Your Personal Information If You Request That Action**

We will delete any saved data we collect if you request we do so within 45 days of the request.

#### **(10) You Can Control Some of Your Information**

Some jurisdictions grant you the right to review the personal information we have collected about you. If you want to review your information, contact us.

#### **(11) Do Not Track ("DNT") Transparency**

Due to lack of technical standards across browsers, we handle requests related to DNT signals on a case-by-case basis.

To improve the user experience, we distribute some data to Google Analytics. Google Analytics tracks the traffic data for our site. Examples of this data include information pertaining traffic sources and time spent on various pages.

#### **(12) Data Security**

Nucleus will make every effort to secure any private information submitted to us by our users. However, no data transmission over the Internet is completely secure, so we cannot guarantee the absolute security of this data. You use our online service at your own risk and are responsible for taking reasonable measures to secure your account. You acknowledge that you are responsible for securing your own information, including passwords, keeping your sensitive information confidential, and taking responsibility for actions taken in connection with your user account.

## **TERMS OF USE**

In consideration of being permitted use of the Nucleus website or related services, you warrant that you will abide by and agree to the Terms of Use, Privacy Policy, and Content Policy. ("Agreement").

You will only use Nucleus's website or services for lawful purposes.

**If you are under 13 years of age, you will need verifiable parental consent to use our services. Parents have the right to know what information we collect from children under 13 and how it is used. Namely, data from users under 13 is used for participation in online classes, for example, the collection of assignments for evaluation or posting questions for instructors in our posting system. Parents also have the right to request its deletion. If you are a parent with a child under 13 using this site, we will collect your email and send you important information for how to manage your child's data while they use Nucleus related services.**

**You are at least 13 years of age, and you have consent from your parent to enter into this Agreement and to use this Website in accordance with the terms of this Agreement.**

**You are at least 18 years of age, and you possess the legal right and capacity to enter into this Agreement and to use this Website in accordance with the terms of this Agreement.**

### **(1) Dispute Resolution:**

#### **(a) GOVERNING LAW AND FORUM SELECTION**

1. The provisions of this Agreement and all suits and special proceedings under it be construed in accordance with and under and pursuant to the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
2. **The parties acknowledge, agree in, and submit themselves to the jurisdiction of the courts of Los Angeles County in the State of California for the present and the future with regard to the subject matter of the agreement in any and all other matters between the parties.**
3. **In any subsequent dispute, all provisions of this Agreement will be construed in the favor of Nucleus and its Agents.**

#### **(b) ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER**

1. **Due to the great expense and length of time needed to achieve a resolution regarding a dispute between the parties in a public court, any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, but not limited to, malpractice claims, shall be submitted to binding arbitration upon the written request of one party after the service of that**

request on the other party.

The parties shall appoint one person as arbiter to determine the dispute. This person will be a licensed attorney in any state with greater than 5 years of experience practicing law or any retired judge. Any arbitrator selected must be neutral and independent and adhere to the Arbitration Ethics Guidelines adopted by the American Bar Association. If the parties cannot agree on a private arbiter, then the parties will use JAMS arbitration services. To the extent permitted, the cost of the arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide. Further, the parties acknowledge that costs and fees may be partially or completely taxed upon the non-prevailing party, and such costs may be substantial. The venue for the arbitration and or any legal dispute shall be the County of Los Angeles, California.

The parties hereby acknowledge that by submitting a dispute to arbitration, they are aware of the following: (1) they are waiving their right to a jury trial, (2) waiving their right to file a class action or become a class representative either in court or in the course of arbitration seeking relief on behalf of a class, (3) they waive their right to a judicial appeal of a decision of the arbitrator, except on such grounds permitted by the Federal Arbitration Act, (4) the possibility of a reduced level of discovery, and (5) relaxed application of the rules of evidence that occur in arbitration. The parties acknowledge that they have the right to independent counsel regarding the interpretation of this agreement and representation regarding a dispute under this Agreement. There is one exception to this arbitration agreement: if the amount in controversy is below the applicable threshold for small claims in Los Angeles, California, and the parties each waive their right to seek an amount greater than the applicable small claims threshold, then the parties may bring claims against each other in small claims court in the County of Los Angeles, California.

If any provision related to this arbitration agreement is found to be illegal or unenforceable, then such provision shall be severed from the arbitration agreement, but the rest of the agreement shall remain enforceable and in full effect. With respect to claims for public injunctive relief under California or other applicable law that, by law, may not be compelled to arbitration, you and Nucleus agree that the substance of any disputes where such public injunctive relief is available shall be decided by the arbitrator. Only if the claimant succeeds on its claim permitting the remedy of a public injunction may such claimant request that a court of competent jurisdiction enter an injunction in conformity with the arbitral award.

**(2) Agreement Survives Incapacity.**

This is a durable Agreement, and the parties agree that it will survive and remain in effect despite any impairment of your mental capacity, incapacity, or incompetence subsequent to your initial acceptance of all terms.

**(3) Agreement Supersedes All Others.**

This Agreement embodies the entire agreement between you and Nucleus and is the full and final expression of the intent of the parties with respect to the subject matter herein. This Agreement supersedes any other agreement, written or oral, in regard to the specific items covered by this Agreement, between Nucleus and any individual, and any and all prior, contemporaneous or future representations, conditions, warranties, understandings, negotiations, discussions, proposals,

communications or previous agreements between the any individual and Nucleus, or an Agent of Nucleus and shall prevail notwithstanding any variance with any other agreement

**(4) Website Use Subject to Terms of Use.**

By accessing, viewing, reading, downloading, or otherwise using this Website, you agree to these Terms of Use.

**(5) Agreement Terms of Use Subject to Change.**

You understand that Nucleus reserves the right to change these Terms of Use, guidelines and disclaimers at any time as needed. Continuing to use Nucleus services constitutes assent to the new terms. Past customers continuing to contract with Nucleus assent to the new terms and extinguish their rights under past use agreements.

**(6) By Accepting this Agreement, you Certify the Following:**

- (a) You are at least 13 years of age.**
- (b) You, or your parent or guardian if you are under 18, understand the jurisdiction, standards and laws of the community, site and computer to which you are transporting this material and are solely responsible for your actions.**
- (c) If you use these services in violation of this agreement, you understand you may be in violation of local and/or federal laws and am solely responsible for your actions.**
- (d) You release and discharge Nucleus and its Agents from any and all liability which might arise from your actions on the Nucleus website.**
- (e) Any use of Nucleus's services constitutes an acceptance of the Terms of Use and the Privacy Policy.**

**(7) Release of Liability and Indemnification**

The terms of this release are contractual and not a mere recital. By agreeing to this release, you are agreeing that you cannot hold Nucleus responsible for any injury that occurs as a result of this Website.

**(8) General Release of Liability**

In consideration of being permitted to access and use this website, and on behalf of yourself and your personal representatives, heirs, and next of kin, you release, waive, discharge and agree not to sue Nucleus its officers, agents, directors, and trustees (hereinafter "Agents" or "Releasees"), from all liability to yourself or to your personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage, on account of injury to your person or property or resulting in your death, whether caused by the negligence of Releasees or otherwise while you are accessing, viewing, reading or otherwise using the website.

You agree to indemnify Releasees and each of them from any loss, liability, damage or cost releasees may incur due to your use of the website, whether caused by the negligence of the Releasees or otherwise. you assume full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while you are accessing, viewing, reading or otherwise using Nucleus.

You agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion of the agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

Being of lawful age, in consideration of being permitted to access and use of Nucleus, you do for yourself, your heirs, executors, administrators, and assigns, release and forever discharge Nucleus, its Agents and their heirs, administrators, and executors of and from any and every claim, demand,

action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of your use of Nucleus or any activities in connection with Nucleus whether by negligence or not.

You explicitly agree that Nucleus and its Agents may recover expenses incurred in defending any suit or arbitration, including reasonable attorneys' fees and costs.

**(9) Disclaimer of Warranties and Representations**

**(a) No Professional Services, Representations or Warranties**

1. You agree that Nucleus and its agents do not hold themselves out to offer or provide any kind of expert or professional training or knowledge in connection with Nucleus. agents make no warranties of fitness or quality of the content of any writings, threads, posts, emails, statements, private messages or other communications, nor are they under any obligation to monitor postings, chat service, blogs, or other communications on any part the Nucleus website.

**(b) No Warranty as to Information**

1. You understand that the materials and information you find on Nucleus are provided "as is," without warranty of any kind, either express or implied, including without limitation any warranty for information, services, or advice provided through or in connection with Nucleus and any implied warranties of merchantability, fitness for a particular purpose, expectation of privacy or non-infringement.

**(10) Non-endorsement**

You understand that the views and opinions of authors published on this site do not necessarily reflect those of Nucleus. Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by Nucleus. Nor shall any information or statements contained on the Nucleus site be used for the purposes of advertising, or to imply an endorsement or recommendation.

In the event Nucleus chooses to make a commercial recommendation you'll see or hear an appropriate Federal Trade Commission compliant disclosure.

**(11) No Warranty of Service.**

You agree that Nucleus and its Agents make no representations or warranties regarding the availability, speed, reliability or continued existence of any portion of Nucleus's website or services.

**(12) No Responsibility for Links, Emails.**

Nucleus's website may contain links to sites which are not maintained by Nucleus's owner. While Nucleus will try to include only links to those sites relevant to our users, under no circumstance will Nucleus or its Agents be held responsible or liable for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links does not imply endorsement by Nucleus of the linked or framed sites or their content.

**(13) Ownership of website**

The contents of the Nucleus pages, including, but not limited to text, graphics, photographs, and icons, are copyrighted materials owned or controlled by Nucleus and may contain Nucleus name, trademarks, service marks, and trade names. You understand that Nucleus assumes no

responsibility for any other party's site linked to the Nucleus website. You agree not to use any material present on the Nucleus website without the express written agreement of Nucleus.

#### **(14) SATISFACTION AND WAIVER OF STATUTE OF FRAUDS**

This agreement is an electronic contract is a signed writing for purposes of the Statute of Frauds. You also agree not to raise the statute of frauds as a defense in a dispute over the enforceability of this Agreement.

#### **(15) TERMINATION OF SERVICE**

You agree that your access and use of Nucleus is subject to the terms of this Agreement AND the sole discretion of the Agents of Nucleus. You agree to abide by all decisions of the Nucleus regarding your use, access to the website.

#### **(16) User Representation and Warranties**

If you upload or submit material to Nucleus, e.g., homework or class assignments, you represent and warrant you have all the necessary rights to use the material you submit without violating the rights of any third party. These include, but are not limited to, trademark, copyright, privacy rights, publicity rights, common law rights, etc.

You agree to indemnify and release Nucleus from all liability (including costs and attorney's fees) for claims relating to alleged or actual infringement of any third-party rights and any law to the extent that such claims relate to your use of Nucleus's site and service.

#### **(17) User Generated Content**

From time to time, you may upload user generated content ("UGC"), like answers to questions, activities, homework assignments, or comments on course material, etc., to Nucleus.

To the extent that you provide UGC, you grant Nucleus a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the UGC. This license includes granting Nucleus the right to authorize third parties and Nucleus instructors to use your UGC with their registered students or other learners independent of Nucleus's courses. Nothing in these terms shall restrict other legal rights Nucleus may have to UGC, for example under other licenses.

#### **(18) Intellectual Property**

Subject to these Terms and our policies we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use Nucleus's services. You may download content from our services only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by Nucleus, and you will not share access to your account or access information for your account with any third party. Using our services does not give you ownership of or any intellectual property rights in our services or the content you access.

#### **(19) No Academic Credit**

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Nucleus courses does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Nucleus course unless you have earned a course certificate or other equivalent documentation of your completion of the Nucleus course. Nucleus and its instructors have no obligation to have Nucleus courses recognized by any educational institution or accreditation organization.

#### **(20) Data Requests**

To send a General Data Protection Regulation ("GDPR") data subject request or CCPA consumer request please email us at [admin@nucleuscourses.com](mailto:admin@nucleuscourses.com).

### **(21) Copyright and DMCA**

Nucleus respects the intellectual property rights of instructors, users, and other third parties and expects our users to do the same when using the Nucleus's services. We reserve the right to suspend, disable, or terminate the accounts of users who infringe or are charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you would like to read the DMCA, please visit the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

If you believe in good faith that materials on the Nucleus platform infringe your copyright, the DMCA provides that you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

1. the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the platform are covered by a single notification, a representative list of such works);
3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Nucleus to locate the material on the platform;
4. the name, address, telephone number, and email address (if available) of the complaining party;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to Nucleus's services can either be sent:

1. via mail: 1644 Wellesley Ave, Los Angeles, CA 90025
2. via email: [admin@nucleuscourses.com](mailto:admin@nucleuscourses.com)

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

### **(22) THIS IS THE FINAL AGREEMENT**

This Agreement constitutes the entire agreement of the parties and controls over all prior or contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties.

You have carefully read and understand the above Agreement and Privacy Policy, and by using the Nucleus website you agree to the entirety of its contents.



## **CONTENT POLICY**

By using Nucleus's services you agree to the items in this content policy. Nucleus reserves the right to terminate your activity on the Nucleus site for any reason it sees fit. The following are rules and guidelines that govern specific behavior of Nucleus users.

**(1) Use of Nucleus services must be related to educational purposes.**

**Nucleus encourages you to have fun when using our services. But please remember to stay close to the topic of your classes. Do not upload content unrelated to Nucleus services or use Nucleus as a means of distracting other Nucleus users. Nucleus may terminate or restrict your access if you make it difficult for other students to use Nucleus services or learn from our services.**

**(2) Cyberbullying, harassment, cyber-stalking, threats of violence and racism are strictly prohibited.**

**Nucleus is an educational service. Cyberbullying, online harassment, threats of violence, cyber-stalking, racism, and other behavior from users that might make users, the site administrators, or instructors feel unsafe using Nucleus services is strictly prohibited and may result in termination of Nucleus's services. These are issues Nucleus takes seriously. If you see this kind of content or experience this kind of behavior, please report it to Nucleus immediately.**

**(3) Keep it legal and keep it clean.**

**As stated in our Terms of Use, you may only use Nucleus's services for lawful purposes. Do not post user generated content that might not be suitable or legal for those under the age of 18. This includes, but is not limited to, nudity or sexually suggestive material. This is not a dating site. Attempting to use Nucleus in such a fashion may result in termination of your account. Illegal uses of Nucleus's services will result in termination of your account.**

**(4) Nucleus is an educational service**

**Users should always keep in mind that, as a guiding principle, Nucleus is an educational service. Any user behavior that impedes other users from taking advantage of Nucleus's services or distracts from those services may result in account restrictions or termination. It is Nucleus's sole discretion whether users have violated this principle.**