

Coach Digital Compass



Educational  
Technology Service  
Genesee Valley  
Wayne-Finger Lakes

## CONTRACT ADDENDUM

### Protection of Student Personally Identifiable Information

#### 1. Applicability of This Addendum

The Wayne-Finger Lakes BOCES/EduTech) and **EPS Operations, LLC ("Vendor")** are parties to a contract dated **June 20th, 2023** ("the underlying contract") governing the terms under which BOCES accesses, and Vendor provides, **Coach Digital Compass ("Product")**. Wayne-Finger Lakes BOCES/EduTech use of the Product results in Vendor receiving student personally identifiable information as defined in New York Education Law Section 2-d and this Addendum. The terms of this Addendum shall amend and modify the underlying contract and shall have precedence over terms set forth in the underlying contract and any online Terms of Use or Service published by Vendor.

#### 2. Definitions

- 2.1. "Protected Information", as applied to student data, means "personally identifiable information" as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act (FERPA) where that information is received by Vendor from BOCES or is created by the Vendor's product or service in the course of being used by BOCES.
- 2.2. "Vendor" means **EPS Operations, LLC**.
- 2.3. "Educational Agency" means a school BOCES, board of cooperative educational services, school, or the New York State Education Department; and for purposes of this Contract specifically includes Wayne-Finger Lakes BOCES/EduTech.
- 2.4. "BOCES" means the Wayne-Finger Lakes BOCES/EduTech.
- 2.5. "Parent" means a parent, legal guardian, or person in parental relation to a Student.
- 2.6. "Student" means any person attending or seeking to enroll in an educational agency.
- 2.7. "Eligible Student" means a student eighteen years or older.
- 2.8. "Assignee" and "Subcontractor" shall each mean any person or entity that receives, stores, or processes Protected Information covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.
- 2.9. "This Contract" means the underlying contract as modified by this Addendum.

#### 3. Vendor Status

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor, and that for purposes of any Protected Information that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) it is a school official with a legitimate educational interest in the educational records.

#### 4. Confidentiality of Protected Information

Vendor agrees that the confidentiality of Protected Information that it receives, processes, or stores will be handled in accordance with all state and federal laws that protect the confidentiality of Protected Information, and in accordance with the BOCES Policy on Data Security and Privacy, a copy of which is Attachment B to this Addendum.



## **5. Vendor Employee Training**

Vendor agrees that any of its officers or employees, and any officers or employees of any Assignee of Vendor, who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

## **6. No Use of Protected Information for Commercial or Marketing Purposes**

Vendor warrants that Protected Information received by Vendor from BOCES or by any Assignee of Vendor, shall not be sold or used for any commercial or marketing purposes; shall not be used by Vendor or its Assignees for purposes of receiving remuneration, directly or indirectly; shall not be used by Vendor or its Assignees for advertising purposes; shall not be used by Vendor or its Assignees to develop or improve a product or service; and shall not be used by Vendor or its Assignees to market products or services to students.

## **7. Ownership and Location of Protected Information**

- 7.1. Ownership of all Protected Information that is disclosed to or held by Vendor shall remain with BOCES. Vendor shall acquire no ownership interest in education records or Protected Information.
- 7.2. BOCES shall have access to the BOCES's Protected Information at all times through the term of this Contract. BOCES shall have the right to import or export Protected Information in piecemeal or in its entirety at their discretion, without interference from Vendor.
- 7.3. Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by BOCES or its authorized users, or performing any other data analytics other than those required to provide the Product to BOCES. Vendor is allowed to perform industry standard back-ups of Protected Information. Documentation of back-up must be provided to BOCES upon request.
- 7.4. All Protected Information shall remain in the continental United States (CONUS) or Canada. Any Protected Information stored, or acted upon, must be located solely in data centers in CONUS or Canada. Services which directly or indirectly access Protected Information may only be performed from locations within CONUS or Canada. All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS or Canada.

## **8. Purpose for Sharing Protected Information**

The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to Wayne-Finger Lakes BOCES/EduTech.

## **9. Downstream Protections**

Vendor agrees that, in the event that Vendor subcontracts with or otherwise engages another entity in order to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d, and Vendor will only share Protected Information with such entities if those entities are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.



**10. Protected Information and Contract Termination**

- 10.1. The expiration date of this Contract is defined by the underlying contract.
- 10.2. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist BOCES in exporting all Protected Information previously received from, or then owned by, BOCES.
- 10.3. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities.
- 10.4. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
- 10.5. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.
- 10.6. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

**11. Data Subject Request to Amend Protected Information**

- 11.1. In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).
- 11.2. Vendor will cooperate with BOCES in retrieving and revising Protected Information, but shall not be responsible for responding directly to the data subject.

**12. Vendor Data Security and Privacy Plan**

- 12.1. Vendor agrees that for the life of this Contract the Vendor will maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Contract and made a part of this Contract.
- 12.2. Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:
- 12.3. align with the NIST Cybersecurity Framework 1.0;
- 12.4. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
- 12.5. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the BOCES data security and privacy policy (Attachment B);
- 12.6. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under this Contract;
- 12.7. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
- 12.8. specify how officers or employees of the Vendor and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;



- 12.9. specify if the Vendor will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;
- 12.10. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify BOCES; and
- 12.11. describe whether, how and when data will be returned to BOCES, transitioned to a successor contractor, at BOCES's option and direction, deleted or destroyed by the Vendor when the contract is terminated or expires.

### **13. Additional Vendor Responsibilities**

Vendor acknowledges that under Education Law Section 2-d and related regulations it has the following obligations with respect to any Protected Information, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to Protected Information to those individuals and Assignees or subcontractors that need access to provide the contracted services;
- 13.2 Vendor will not use Protected Information for any purpose other than those explicitly authorized in this Contract;
- 13.3 Vendor will not disclose any Protected Information to any party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Contract or to the BOCES unless (1) Vendor has the prior written consent of the parent or eligible student to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to BOCES no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- 13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
- 13.5 Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- 13.6 Vendor will notify the BOCES of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of the breach; and

Where a breach or unauthorized disclosure of Protected Information is attributed to the Vendor, the Vendor shall pay for or promptly reimburse BOCES for the full cost incurred by BOCES to send notifications required by Education Law Section 2-d.



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**Signatures**

**For Wayne-Finger Lakes BOCES/EduTech**

*Kelli Ann*

**Date**

*7/6/23*

**For (Vendor Name) EPS OPERATIONS, LLC**

*[Signature]*

**Date**

06/20/2023



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Attachment A – Parent Bill of Rights for Data Security and Privacy

## Wayne-Finger Lakes BOCES (EduTech)

### Parents' Bill of Rights for Data Privacy and Security

The Wayne-Finger Lakes BOCES (EduTech) seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our BOCES and school operations.

The Wayne-Finger Lakes BOCES (EduTech) seeks to insure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Wayne-Finger Lakes BOCES (EduTech) has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 5500 entitled Family Educational Rights and Privacy Act (FERPA).
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Revised October 2019

#### Signatures

For Wayne-Finger Lakes BOCES/EduTech

For (Vendor Name) EPS OPERATIONS, LLC

Date

Date

7/6/23

06/20/2023



## **Attachment B – Wayne-Finger Lakes BOCES/EduTech Data Privacy and Security Policy**

In accordance with New York State Education Law §2-d, the BOCES hereby implements the requirements of Commissioner's regulations (8 NYCRR §121) and aligns its data security and privacy protocols with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or "NIST CSF").

In this regard, every use and disclosure of personally identifiable information (PII) by the BOCES will benefit students and the BOCES (for example, improving academic achievement, empowering parents and students with information, and/or advancing efficient and effective school operations). PII will not be included in public reports or other documents.

The BOCES also complies with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Consistent with FERPA's requirements, unless otherwise permitted by law or regulation, the BOCES will not release PII contained in student education records unless it has received a written consent (signed and dated) from a parent or eligible student. For more details, see Policy 6320 and any applicable administrative regulations.

In addition to the requirements of FERPA, the Individuals with Disabilities Education Act (IDEA) provides additional privacy protections for students who are receiving special education and related services. For example, pursuant to these rules, the BOCES will inform parents of children with disabilities when information is no longer needed and, except for certain permanent record information, that such information will be destroyed at the request of the parents. The BOCES will comply with all such privacy provisions to protect the confidentiality of PII at collection, storage, disclosure, and destruction stages as set forth in federal regulations 34 CFR 300.610 through 300.627.

The Board of Education values the protection of private information of individuals in accordance with applicable law and regulations. Further, the BOCES Director of Educational Technology is required to notify parents, eligible students, teachers and principals when there has been or is reasonably believed to have been a compromise of the individual's private information in compliance with the Information Security Breach and Notification Act and Board policy and New York State Education Law §2-d

a) "Private information" shall mean \*\*personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

1. Social security number.
2. Driver's license number or non-driver identification card number; or
3. Account number, credit or debit card number, in combination with any required security code, access code, or password, which would permit access to an individual's financial account.
4. Any additional data as it relates to administrator or teacher evaluation (APPR)

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.

\*\*\*"Personal information" shall mean any information concerning a person, which, because of name, number, symbol, mark or other identifier, can be used to identify that person.



- b) Personally Identifiable Information, as applied to student data, means 40 personally identifiable information as defined in section 99.3 of Title 34 of the Code of 41 Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 42 U.S.C 1232-g, and as applied to teacher and principal data, means personally 43 identifying information as such term is defined in Education Law §3012-c(10).
- c) Breach means the unauthorized access, use, or disclosure of student data 9 and/or teacher or principal data. Good faith acquisition of personal information by an employee or agent of the BOCES for the purposes of the BOCES is not a breach of the security of the system, provided that private information is not used or subject to unauthorized disclosure.

### **Notification Requirements Methods of Notification**

The required notice shall be directly provided to the affected persons and/or their guardians by one of the following methods:

- a) Written notice;
- b) Secure electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and a log of each such notification is kept by the BOCES when notifying affected persons in electronic form. However, in no case shall the BOCES require a person to consent to accepting such notice in electronic form as a condition of establishing any business relationship or engaging in any transaction;

Regardless of the method by which notice is provided, the notice shall include contact information for the notifying BOCES and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired. This notice shall take place 60 days of the initial discovery.

In the event that any residents are to be notified, the BOCES shall notify the New York State Chief Privacy Officer, the New York State Cyber Incident Response Team, the office of Homeland Security, and New York State Chief Security Officer as to the timing, content and distribution of the notices and approximate number of affected persons. Such notice shall be made without delaying notice to affected residents.

The Superintendent or his/her designee will establish and communicate procedures for parents, eligible students, and employees to file complaints about breaches or unauthorized releases of student, teacher or principal data (as set forth in 8 NYCRR §121.4). The Superintendent is also authorized to promulgate any and all other regulations necessary and proper to implement this policy.

#### **Data Protection Officer**

The BOCES has designated a BOCES employee to serve as the BOCES's Data Protection Officer.





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The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the BOCES.

The BOCES will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

#### **Annual Data Privacy and Security Training**

The BOCES will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations.

#### **References:**

Education Law §2-d

8 NYCRR §121

Family Educational Rights and Privacy Act of 1974, 20 USC §1232(g), 34 CFR 99

Individuals with Disabilities Education Act (IDEA), 20 USC §1400 et seq., 34 CFR 300.610–300.627



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**Attachment C – Vendor’s Data Security and Privacy Plan**

The Wayne-Finger Lakes BOCES Parents Bill of Rights for Data Privacy and Security, which is included as Attachment B to this Addendum, is incorporated into and make a part of this Data Security and Privacy Plan.

(See attached)

## Addendum B

### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by EPS Operations, LLC, (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Wayne-Finger Lakes BOCES/EduTech (the “BOCES”) dated June, 20<sup>th</sup>, 2023 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., the Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in June, 20<sup>th</sup>, 2023 format and/or destroyed by the Contractor as directed by the BOCES.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in FERPA, stored by the BOCES in a Contractor’s product and/or service by following the BOCES’ procedure for requesting the amendment of education records under FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the BOCES in Contractor’s product and/or service by following the appeal procedure in the BOCES’ APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the BOCES will be stored in the United State on Amazon AWS servers using RSA 2048 bits key, and a SHA 256 with RSA signature algorithm. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

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Vendor's Data Security and Privacy Plan  
EXHIBIT A

**VENDOR'S SYSTEM REQUIREMENTS**

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## System Requirements for Coach

Coach Digital Compass™ is a digital instruction and assessment program for students at all levels from grades 3-8 and high school. It provides over 4,500 standards-based lessons for remediation, reinforcement, extension, instruction, practice and assessment in ELA, math, and science.

Catch Up with Coach™ (CUwC) is a targeted instructional solution for Math and English Language Arts, grades 3-8. It identifies student learning gaps, then addresses those gaps through specific lessons and practice suggested by prescriptive reporting. Digital/print format flexibility lets you adapt easily to in-school, remote, or blended learning environments.

To maintain compatibility with operating system and browser requirements, we are updating our minimum system requirements.

### 1. System Requirements:

#### 1.1. Windows/Mac Desktop and Laptops:

Type	Windows®	Mac®	Chromebook®
CPU	1.7 GHz or higher	1.7 GHz or higher	1.6 GHz or higher
OS	Windows 10+ recommend	MacOS 10.13+ recommend	81+
Memory	4 GB or higher	4 GB or higher	2 GB or higher
Video Ram	256 MB or higher	256 MB or higher	256 MB or higher
Ram	8GB+	8GB+	4GB+
Video Resolution	1024x768	1024x768	1366x768
Speakers & Headphones	Yes	Yes	Yes

1.2. We recommend Chromebooks® with an Octane score of 8500 or higher. To obtain your Octane score, go to <https://chromium.github.io/octane>.

#### 1.3. Tablets:

iPad\* iPads should run the latest version of the operating system available for your generation of device. We recommend iPad models should be compatible with iPadOS 16.

\* The program is not optimized for small screens and mobile devices.

2. Coach Digital/CUwC works best with the latest version of Chrome®.

- 2.1. If possible, we recommend the current OS and Browser versions.
- 2.2. Browsers must maintain 100% zoom level
- 2.3. The following table shows the minimum OS and Browser versions supported:

Device	IE	Edge®	Safari®	Firefox®	Chrome®
Windows® 10.x	n/a	111+	n/a	111+	111+
Mac® OS X 10.x	n/a	n/a	16+	111+	111+
GoogleChrome®	n/a	n/a	n/a	n/a	*

\*Chromebooks run the latest version of the operating system available for your generation of device.

3. The following web browser features must be enabled to run Coach Digital/CUwC:
  - 3.1. Cookies
  - 3.2. JavaScript
  - 3.3. Pop-up blocker must allow for [coachdigital.com](http://coachdigital.com) and [catchupcoach.coachdigital.com](http://catchupcoach.coachdigital.com) to enable functionality.

4. Network Bandwidth:

- 4.1. A school-wide broadband Internet connection is required to support access for both faculty and students. The minimum speed for active users is 512kbps, but we recommend at least 1.5Mbps.

5. The following domains should be whitelisted in your school's firewall:

5.1. PLEASE NOTE that some URLs have a wildcard "\*\*".

You MUST have the wild card for the URLs when you add them to the safelist.

\*[coachdigital.com](http://coachdigital.com)

\*[icoreonline.com](http://icoreonline.com)

\*[w3.org](http://w3.org)

\*[google-analytics.com](http://google-analytics.com)

\*[googleapis.com](http://googleapis.com)

\*[amazonaws.com](http://amazonaws.com)

\*[clever.com](http://clever.com)

\*[cdn.trackjs.com](http://cdn.trackjs.com)

\*[triumphonline.com](http://triumphonline.com)

\*[myfonts.com](http://myfonts.com)

\*[jquery.com](http://jquery.com)

\*[schoolspecialty.com](http://schoolspecialty.com)

\*[thinklinkhq.com](http://thinklinkhq.com)

\*[pdftron.com](http://pdftron.com)

5.2. Coach Digital/CUwC content is dynamically hosted in the cloud. No static IP addresses or ranges are necessary. For firewalls, please allow ports 443 and 80.

6. Email Communications:

6.1. Add Exchange and Spam rules to accept emails from the following domains:

[@schoolspecialty.com](mailto:schoolspecialty.com)

[@triumphlearning.com](mailto:triumphlearning.com)

7. General Requirements

7.1. If you download PDFs from our platform, you may need to a pdf reader like AdobeReader®.

8. User Rostering and SSO:

8.1. Coach Digital/CUwC has the following .csv import methods available:

- User can upload their own district data .csv files that meets our format
- User can provide encrypted .csv to our Support Team

8.2. Coach Digital/CUwC is now partnered with Clever® for Secure Sync and Clever SSO.

For additional details regarding user Onboarding information, please contact the Educator Success team at [educatorsuccess@schoolspecialty.com](mailto:educatorsuccess@schoolspecialty.com).

9. For additional platform support, please contact us at:

9.1. [DigitalSupport@schoolspecialty.com](mailto:DigitalSupport@schoolspecialty.com)

Toll-free phone: TL: 800-338-6519 (opt 2 tech support)

Monday to Friday 8am to 5pm ET

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Vendor's Data Security and Privacy Plan  
EXHIBIT B

**VENDOR'S SYSTEM PRIVACY POLICY**

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# Coach Digital Compass Privacy Policy

Coach Digital Compass and Catch Up with Coach Privacy Policy

PRIVACY POLICY

Effective Date: 1/8/2021

School Specialty, LLC ("School Specialty," "we," "our," or "us") is committed to protecting your privacy. This Privacy Policy explains our practices in connection with personal information we receive through certain software applications and the accompanying services provided to educational institutions and educators by School Specialty (the "Services"). This Privacy Policy applies to thinklinkhq.com, thinklink.schoolspecialty.com, coachdigital.com, compass.coachdigital.com, catchupcoach.coachdigital.com, and any other website operated by School Specialty that links to or displays this Privacy Policy (collectively, "Website(s)").

Please Note: This Privacy Policy does not apply to School Specialty, LLC's e-commerce website or services provided at <https://www.schoolspecialty.com/>.

While this Privacy Policy describes how we treat personal information, please be aware that additional terms and conditions may apply to the Website you are visiting and any products we offer. For example, the School Specialty End User License Agreement may apply depending on which Website you are using.

## 1. STUDENT INFORMATION

We provide Services that schools and parents use for educational purposes. When we act as a vendor to educational agencies and institutions, we do so in accordance with the Family Educational Rights and Privacy Act. We may collect the following information from students: name, email address, date of birth, username, assigned ID number, school enrollment, district ID, state ID, grade level, homeroom, scheduled courses, course performance sources, learning style, the names of the students' teachers, language information, any student work that is submitted to our Websites or Services, and information regarding how each student uses our Websites or Services, including the information described in Section 3 below (collectively "Student Information").

Some of our Services collect Student Information from children under the age of thirteen, when the students interact with those Services. When we collect information from children under the age of thirteen, we do so in compliance with the Children's Online Privacy Protection Act of 1998.

We only use Student Information as we are authorized to by the applicable educational institution or agency or a parent/guardian. When we collect Student Information, we take additional steps to protect students' privacy, including:

- Notifying educational institutions or parents about our information practices with regard to our privacy practices with regard to children;
- In accordance with applicable law, obtaining consent from educational institutions or parents for the collection of personal information from children, or for sending information about our Services directly to children; and
- Limiting our collection of personal information from children to no more than is reasonably necessary to participate in the Services.

## 2. WHAT PERSONAL INFORMATION WE COLLECT

In addition to the Student Information described above, we may collect and process the following personal information about parents or educators when they use our Services ("Parent and Educator Information"):

(a) **Information and identifiers about parents and educators.** This includes name, email address, and date of birth. If a parent or educator registers for an account on a Website, we will collect information about their account, including their username and their assigned ID number to use our Services.

(b) **Education information of parents and educators.** We collect information regarding the school a parent or educator is affiliated with, the local district ID, the state ID, and whether you are a parent or educator.

(c) **Our interactions with parents and educators.** We may keep a record of any interactions and correspondence between us such as calls made to our customer support services, online chat conversations with our customer support services, and any interactions parents or educators may have with our representatives.

(d) Information relating to parents' and educators' use of our Services or Websites, including their internet and network activity. When parents or educators access our Services or Website, we will automatically collect information that is necessary for us to provide the Websites or Services, including an IP address, which is a number assigned to your device when you connect to the internet. In addition, our web servers may log the type of browser, type of computer, device ID, and geolocation.

### 3. OUR USE OF COOKIES AND OTHER SIMILAR TECHNOLOGIES TO COLLECT INFORMATION AUTOMATICALLY

School Specialty uses a variety of technologies on Websites that collect information automatically, including cookies, pixels, web beacons, and logging. These technologies make our Websites more functional for users. Like most websites, our Website uses small data files stored on a user's computer or mobile device called cookies. Cookies consist of two different types: session and persistent. Session cookies enable us to recognize a user's actions during the browsing session, are temporary, and expire and are not stored after a browser is closed. Persistent cookies remain stored on a device after a browser is closed until they expire or a user deletes them.

Cookies and web beacons (typically a one-pixel image) are used to pass information from a user's computer or mobile device to our Website, and enable us to provide our Services and to improve our Website design by:

- Remembering you when a user returns to visit a Website;
- Identifying the pages a user clicks on during your visit to a Website;
- Identifying the name of the website a user visited immediately before traveling to a Website; and
- Helping track whether our communications are reaching our users, measuring their effectiveness, and allowing us to better design future communications.

Some of these cookies are strictly necessary to the access and operation of the Website, and others are non-essential to the access and operation of the Website. We may contract with third parties who may use cookies and web beacons and collect information on our behalf, but under no circumstances are those third parties allowed either to build a personal profile of a student other than as authorized by an educator or parent or to use Student Information for behavioral advertising.

### 4. SOURCES OF INFORMATION.

School Specialty collects the information described above from educators, parents, students, educational institutions we work with, our service providers and suppliers, data analytics providers, and our affiliates.

### 5. USE OF PERSONAL INFORMATION.

In accordance with our contractual obligations and applicable laws regarding Student Information, School Specialty only uses Student Information:

- To provide and improve our Websites and Services;
- As authorized by any applicable educational institution or agency;
- To enforce legal obligations related to the Websites or Services;
- In the event of a sale, merger, or re-organization provided the information is used for the same purposes as set out in this Privacy Policy; and
- To comply with law.

For Parent and Educator Information and any other non-Student Information, School Specialty may use that personal information for the purposes described below. School Specialty may also use Student Information and Parent and Educator Information for any additional purpose that a parent or educator consents to or that School Specialty notifies you of at the time of collection. School Specialty does not sell any personal information of students, parents, or educators to third parties. Please note personal information will be collected, transferred to, and stored by us in the United States.

(a) **To provide our Services.** To enable the purchase of our Services, to supply or distribute Services and Websites, to set up or verify an account, to provide customer service, and to enable us to identify a user of our Services or Websites.

(b) **To communicate effectively with our customers and conduct our business.** To provide our customers with administrative emails, to correspond with users when they register to receive information, and to inform our customers of changes to this Privacy Policy, our Services, or applicable terms and conditions.

(c) **To monitor certain activities.** We monitor the use of our Services and Websites, including users' movements around the Websites, the date and time of your visit, details of the information collected through cookies, and other tracking methodologies. We sometimes monitor activities as part of our compliance procedures, to secure our Websites, and to combat fraud. We may also collect limited geolocation data based on a user's IP address.

(d) **To comply with our legal obligations and enforce our rights.** To comply with our regulatory requirements, conduct audits, communicate with regulators, protect School Specialty's or a third party's rights, and enforce our contracts, which may include disclosing your personal information to third parties, the court service, attorneys, regulators, or law enforcement agencies in connection with inquiries, proceedings, or investigations by such parties anywhere in the world or where compelled to do so.

(e) **In connection with a sale, merger, or reorganization of our business.** If we undergo a sale, merger, or reorganization, we may need to transfer personal information to a third party or its advisors as part of any due diligence process for the purpose of analyzing the proposed sale, merger, or reorganization or after the sale, merger, or reorganization for the same purposes as set out in this Privacy Policy.

**6. WITH WHOM THE PERSONAL INFORMATION MAY BE SHARED.**

If a student, parent, or educator uses our Services in connection with a particular educational institution or agency, we will provide the Parent and Educator Information and Student Information to the associated educational institution or agency. We may also disclose Parent and Educator Information and Student Information as described in the below table. Except as described in this Privacy Policy, School Specialty will not knowingly disclose or authorize the disclosure of Student Information to any third party unless: (1) we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may have breached the terms and conditions of a Website, or who may be causing injury to or interference with (either intentionally or unintentionally) School Specialty's rights or property, other Website users, or anyone else who could be harmed by such activities; (2) we believe in good faith that the law requires it; or (3) a parent or educator has consented to the disclosure. We require all third parties that we share Student Information with to respect the security of Student Information and to treat it in accordance with the law and this Privacy Policy.

<b>Categories of Personal Information</b>	<b>Categories of Services Providers and Third Parties with whom Personal Information is Shared</b>
Student Information	Entities that we are required to share with pursuant to law or for legal proceedings; service providers; our affiliates; and prospective purchasers of our business. We only share Student Information as authorized by an educational institution or agency or a parent/guardian or by applicable law.
Information and identifiers about Parents and Educators.	Entities that we are required to share with pursuant to law or for legal proceedings; service providers; our affiliates; and prospective purchasers of our business.
Education information of Parents and Educators.	Entities that we are required to share with pursuant to law or for legal proceedings; service providers; our affiliates; and prospective purchasers of our business.
Our interactions with Parents and Educators.	Entities that we are required to share with pursuant to law or for legal proceedings; service providers; our affiliates; and prospective purchasers of our business.
Information relating to Parents' and Educators' use of our Services or Websites.	Entities that we are required to share with pursuant to law or for legal proceedings; service providers; our affiliates; our customers; and prospective purchasers of our business.
Information collected from cookies and other similar technologies.	Entities that we are required to share with pursuant to law and for legal proceedings and service providers.

**7. RETENTION PERIODS.**

Our retention periods for personal information are based on business needs and legal requirements. We will retain your personal information for as long as your account is active and as long as is necessary to provide Services to the educational institution or agency that your account or your student's account is associated with. Where personal information is no longer needed, we either irreversibly anonymize the data (in which case we may further retain and use the anonymized data) or securely destroy the data.

**8. PRIVACY RIGHTS.**

Parents, educators, and students may have certain rights relating to their personal information subject to local data protection laws. Depending on the applicable laws and under certain conditions, individuals may have the right to:

- Ask us to provide them with further details or a brief summary on how we use and process personal information;
- Ask us to provide them with a copy their personal information that we hold;
- Ask us to update any inaccuracies in their personal information we hold;

- Ask us to delete their personal information we no longer have grounds to process;
- Ask us to electronically transmit their personal information to a third party;
- Restrict how we process their personal information while we consider an inquiry they have raised; and
- Make a complaint to their local government or regulatory authority related to their privacy rights.

These rights are subject to certain exemptions, including without limitation to safeguard the public interest (e.g., the prevention or detection of crime) and our interests (e.g., the maintenance of legal privilege).

To exercise any privacy rights described above, please submit a verifiable request to us by either:

- Calling us at 800-225-5750 and selecting Option 5; or
- Emailing us at [privacy@thinklinkhq.com](mailto:privacy@thinklinkhq.com).

Only the individual themselves, or a person or entity that they authorize to act on their behalf, may make a verifiable request related to the individual's personal information. A parent may also make a verifiable request on behalf of their child. If someone makes a request on behalf of another person, they may be required to provide written legal documentation that they are authorized to act on behalf of that other individual. We may not be able to fulfill a request or provide personal information if we cannot verify a requestor's identity or authority to make the request. To verify a requestor's identity, we may request up to three pieces of personal information about the requestor, and we reserve the right to take additional steps as necessary to verify a requestor's identity if we have reason to believe a request is fraudulent. We will respond to most requests within one month.

#### **9. LINKS TO OTHER WEBSITES.**

Users may be linked or directed to other third-party websites that are beyond School Specialty's control while using our Websites or Services. Each of these third parties may have a privacy policy different from that of School Specialty. School Specialty is not responsible for any actions or policies of such third parties. Users should review the applicable privacy policies of these third-party websites before providing personal information to those third parties.

#### **10. SECURITY.**

We recognize how important it is to protect personal information, whether we interact with someone online, over the phone, or in-person. We maintain an appropriate security program designed to protect personal information that we collect and hold. Unfortunately, no data transmission (both over the internet or otherwise) can be guaranteed to be 100% secure. As a result, while we strive to protect personal information, we cannot guarantee the security of any information that is provided to us.

#### **11. CHANGES TO THESE TERMS.**

We may change this Privacy Policy from time to time and if we make material changes to this Privacy Policy, we will either post notices on this page (or the page on which this Privacy Policy is found) and/or send an e-mail notice to users about such changes if we have a valid email on file for the user.

#### **12. CONTACTING SCHOOL SPECIALTY.**

Any questions or concerns regarding this Privacy Policy or updates regarding communication preferences can be submitted to us at:

- Address: EPS Operations, LLC  
Attn: Privacy Officer  
PO Box 3000  
Nashua, NH 03063
- Phone Number: 800-225-5750 and select Option 3
- Email: [techsupport.eps@schoolspecialty.com](mailto:techsupport.eps@schoolspecialty.com)

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Vendor's Data Security and Privacy Plan  
EXHIBIT C

**VENDOR'S TERMS & CONDITIONS FOR SYSTEM**

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# Terms and Conditions

By accessing this web site ("Website"), you consent to these terms of use. If you do not agree to these terms of use, you are not authorized to use the site.

## **YOUR USE OF MATERIALS**

Copyright 2023, EPS Operations, LLC. This site is owned and operated by EPS Operations, LLC. (hereafter "EPS"). Unless otherwise indicated, the content, format and imagery of this Website are copyrighted under the United States law by EPS, and are protected by worldwide copyright laws and treaty provisions. Unauthorized duplication is a violation of law. The content, format and imagery of the Website may not be copied, published, broadcast, distributed, reproduced or transmitted in any way without the prior written consent of School Specialty. School Specialty reserves complete title and full intellectual property rights for materials downloaded from the Website, except that you may download one copy of the materials on any single computer for your personal non-commercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of School Specialty's intellectual property rights.

For purposes of this Agreement, the use of any such material on any other web site or computer environment is prohibited without the express written consent of EPS. For the purpose of this statement of use the term "User" shall apply to those users of the Website who are registered or are unregistered to procure goods or services on this Website. For the purpose of this statement of use the term "Supplier" shall apply to those users of the Website who are registered to sell and or market goods or services on this Website.

In the event you download any data from the site, including any software, files or images incorporated in or generated by the site or data accompanying or to be used with the site (hereafter collective referred to as the "Data") are licensed to you by EPS, unless such Data is the property of a Supplier. If information is identified as that of a Supplier the User shall download information based upon arrangements made with the Supplier. EPS does not condone or approve the unauthorized use of Supplier Data without their consent. EPS does not transfer title of any Data to you. As between you and School Specialty, School Specialty retains full and complete right, title, and interest in and to the Data of School Specialty and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Data.

## **YOUR DUTIES AS TO REGISTRATION**

In consideration of your use of this Website and any services provided by EPS in connection therewith (hereafter, the "Service"), you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being referred to hereafter as the "Registration") and (b) maintain and promptly update the Registration to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, outdated or incomplete, or EPS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated or incomplete, EPS has the right to suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof. School Specialty shall follow its privacy and security policy regarding such information as described at <https://www.schoolspecialty.com/privacy-statement>. EPS shall have the option to revise such policy as it may see fit from time to time.

## **YOUR ACTIONS AS A USER**

You acknowledge and understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Materials"), whether publicly posted or privately transmitted, are the sole responsibility of the person (Supplier or User) from which such Materials originated.

You agree to not use the Website to:

- upload, post, email or otherwise transmit any Materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful whether sexually, racially or ethnically, or otherwise objectionable;

- harm minors in any way;

- impersonate any person or entity, including, but not limited to, any law enforcement officer, or any School Specialty official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Materials transmitted through the Service;

- upload, post, email or otherwise transmit any Materials that you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed

as part of an employment relationship or under any nondisclosure agreement);

upload, post, email or otherwise transmit any Materials that infringe, contribute to the infringement of, or induce others to infringe, any patent, trademark, trade secret, copyright or other proprietary rights of any party;

upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

upload, post, email or otherwise transmit anything that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or in any other way cause damage to a user's data against the will of the user;

disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;

interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

intentionally or unintentionally violate any applicable local, state, national or international law, any rules of any national or other securities exchange, and any regulations having the force of law;

"stalk" or otherwise harass another; or

collect or store personal data about other users.

You acknowledge that EPS and anyone it designates shall have the right, but not the obligation, in their sole discretion to move or refuse to move any Materials that are available via the Service. Without limiting the foregoing, EPS and anyone it designates shall have the right to remove any Materials that violate these terms of use or are otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Materials, including any reliance on the accuracy, completeness, or usefulness of such Materials. In this regard, you acknowledge that you may not rely on any Materials 1) created by EPS or on this Website, or 2) submitted to EPS or this Website, including without limitation information in any EPS bulletin boards and in all other parts of the Service.

You acknowledge and agree that EPS and this Website may preserve Materials and may also disclose Materials if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these terms of service; (c) respond to claims that any Materials violate the rights of third-parties; or (d) protect the rights, property, or personal safety of EPS and this Website, its users and the public.

You understand that the technical processing and transmission of the Service, including your Materials, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of various networks or devices to which the Service is connected. This Website contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the EPS site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to EPS or its vendors or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from this Website without the prior expressed written permission of EPS, School Specialty's vendor, or the appropriate third party.

#### **YOUR RELATIONS WITH ADVERTISERS AND SUPPLIERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers, Suppliers or affiliates found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser, Supplier or affiliate. You agree that EPS and this Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, Supplier on the Website.

#### **TERMS AND CONDITIONS OF USE MAY CHANGE**

EPS reserves the right to update or modify these Terms and Conditions of Use at any time without prior notice. Your use of this Website following any such modification constitutes your agreement to follow and be bound by the Terms and Conditions of Use as modified. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use this Website.

### **CORRECTION OF ERRORS AND INACCURACIES**

The content of this Website, including but not limited to text, pricing, availability and descriptions may contain errors or inaccuracies, and may not be complete or current. EPS reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you submitted your order and confirmation was received). We apologize for any inconvenience this may cause you.

### **COLOR AND OTHER DISPLAYED FEATURES**

The colors and other features you see depicting merchandise on your computer equipment and with your software may depend on the nature and features your particular equipment and software. Therefore, we cannot guarantee that your monitor's display of any color or certain other features will accurately depict the actual color or those features of the merchandise.

### **TERMINATION**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all materials and related materials obtained from EPS and this Website and ceasing utilization of the Website, while fulfilling all obligations incurred by you prior to your termination of use of this Website. This Agreement will terminate immediately without notice from EPS or this Website, if in their sole discretion you fail to comply with any term or provision of this Agreement, if you are an infringer of any third party's rights, or if you engage in conduct that is illegal, tortuous or that interferes with the technological operation of this site. Upon termination, you must destroy all materials obtained from EPS or this Website and all copies thereof, whether made under the terms of this Agreement or otherwise.

### **DELIVERY TERMS**

Standard delivery terms shall be F.O.B. origin. Ownership and title shall pass to Buyer when products are delivered to Carrier unless otherwise agreed to in writing.

### **DISCLAIMER**

EPS MAKES, AND THIS WEBSITE INCLUDES, NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO EPS OR THE CONTENTS OF THIS WEBSITE, WHICH ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE." EPS AND THIS WEBSITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EPS AND THIS WEBSITE AND ANY WEB SITE WITH WHICH IT IS LINKED OR CONTENT PROVIDED BY SUPPLIERS TO THIS WEBSITE. EPS NOTIFIES YOU THAT MUCH OF THE CONTENT OF THE WEBSITE IS SUPPLIED BY THIRD PARTY SUPPLIERS WHO ARE ULTIMATELY RESPONSIBLE FOR THE CONTENT SUPPLIED BY THEM. EPS DOES NOT WARRANT THE FUNCTIONS, INFORMATION OR LINKS CONTAINED ON OR THIS WEBSITE OR THAT ITS CONTENTS WILL MEET YOUR REQUIREMENTS, THAT EPS OR THIS WEBSITE, OR ITS CONTENTS, ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF THIS WEBSITE OR ITS CONTENTS, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. EPS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT EPS OR THIS WEBSITE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EPS OR THIS WEBSITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THIS WEBSITE, EVEN IF EPS, OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL SCHOOL SPECIALTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. UNDER NO CIRCUMSTANCES SHALL EPS BE RESPONSIBLE FOR ANY DAMAGES RELATED TO VIRUS INFECTION AND THE RESULTING CORRUPTION, DESTRUCTION, OR ALTERATION OF A USER OR SUPPLIER'S SYSTEM (INCLUDING FILES, SOFTWARE AND HARDWARE LOCATED ON THEIR SYSTEMS).

### **JURISDICTION AND EXPORT**

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#### **ARBITRATION**

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by EPS to recover damages for, or obtain an injunction relating to, operations of this Website, intellectual property, and services related to this Website, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Milwaukee, Wisconsin, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either the User or EPS may seek any interim or preliminary relief from a court of competent jurisdiction in Milwaukee, Wisconsin necessary to protect the rights or property of you or EPS pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$10,000.00.

#### **ANTITRUST POLICY**

EPS does not condone any information sharing agreements among its suppliers or its users (including Users) which would utilize information from EPS which in any way would distort market forces. EPS also does not condone collusion among users (including Users), which would cause the exercise of monopoly power among buying groups. EPS will not enter into and does not condone the entering into of any agreements among competitors (whether suppliers or Users) to exclude or discriminate against web sites that are competitive with EPS shall not engage in over-inclusive ownership structures, rules, or incentives which would keep users of EPS from using or supporting a competitive Website.

#### **TRADEMARKS**

BUCKLE DOWN; CATCH UP WITH COACH; COACH; COACH DIGITAL; COACH DIGITAL COMPASS; ISPIRE; KIDSTART; LADDER TO SUCCESS; LITERACY LEADERS; MAKING CONNECTIONS; MATH FORCE; PHONICS FACTORY; RECIPE FOR READING; SPIRE; S.P.I.R.E. STAR; SUCCESS COACH; SUCCESS COACH STAR; THINKLINK; TOUCHPONICS; TRIUMPH LEARNING; EDUCATORS PUBLISHING SERVICE; EPS; EPS and design; EPS PHONICS PLUS; EXPLODE THE CODE; PRIMARY PHONICS; S.P.I.R.E.; EPS LITERACY AND INTERVENTION; SITTON SPELLING AND WORD SKILLS; SOUNDS SENSIBLE; TOUCHPHONICS; VOCABULARY FROM CLASSICAL ROOTS; WORDLY WISE; WORDLY WISE 3000; WORDS I USE WHEN I WRITE; WRITE ON and design, and other trademarks, service marks, logos, slogans, graphics and other identifying marks are trademarks or trade dress of EPS in the United States and foreign countries

("Trademarks"). The Trademarks may not be used in connection with any product or service that is not School Specialty's, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits EPS. All other trademarks not owned by EPS that appear on the Website are the property of their respective owners.

**MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with the laws of the state of New Hampshire, without giving effect to any principles of conflicts of law. You and EPS each agree to submit to the exclusive jurisdiction of the courts of the state of New Hampshire and the federal courts of the Eastern District of New Hampshire. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except by writing, signed by both parties. EPS does not guarantee continuous, uninterrupted or secure access to our services, and operation of this Website may be interfered with by numerous factors outside of our control. If any provision of these Terms & Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms & Conditions of Use and all incorporated agreements may be automatically assigned by EPS, in its sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The failure of EPS to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. The User and EPS are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

**PERMISSION FOR REPRINTS**

All material on this Website, without limitation, is protected by U.S. and foreign intellectual property laws, including specifically copyright laws. In order to receive permission to reprint any material on this Website (outside of personal, non-commercial use), please write to:

Marketing Department  
EPS OPERATIONS, LLC.  
PO Box 3000  
Nashua, NH 03061

**NOTICE OF COPYRIGHT INFRINGEMENT**

Notification of a claim of copyright infringement must be submitted to the following:

General Counsel, EPS Operations, LLC  
80 Northwest Blvd  
Nashua, NH 03063

The notification must be in writing and include:

- A signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of each alleged infringing copyrighted work or works;
- Identification of the allegedly infringing material and information reasonably sufficient to enable us to locate such material;
- Information reasonably sufficient to enable us to contact the party complaining of an alleged infringement (e.g. an address, telephone number, and email address);
- A statement that the complaining party has a good-faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 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.

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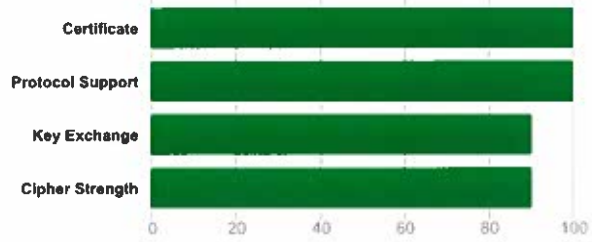
Vendor's Data Security and Privacy Plan  
EXHIBIT D

**VENDOR'S SSL SERVER TEST FOR SYSTEM**

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## Summary

Overall Rating



## Certificate #1: RSA 2048 bits (SHA256withRSA)



### Server Key and Certificate #1

<b>Subject</b>	coachdigital.com Fingerprint SHA256: effc6e9ea1ded3d0c482203cc3595bebac3bf167ddc5a759024636f09199e7a4 Pin SHA256: 24Ni2c9GjU5VGKng2i8Z2NIPtslqjBo3ZRZC4hT/jj=
<b>Common names</b>	coachdigital.com
<b>Alternative names</b>	coachdigital.com
<b>Serial Number</b>	0ea735d51d6259c88f715fd02de54b83
<b>Valid from</b>	Mon, 27 Feb 2023 00:00:00 UTC
<b>Valid until</b>	Wed, 20 Dec 2023 23:59:59 UTC (expires in 5 months and 29 days)
<b>Key</b>	RSA 2048 bits (e 65537)
<b>Weak key (Debian)</b>	No
<b>Issuer</b>	Amazon RSA 2048 M02 AIA: <a href="http://crl.r2m02.amazontrust.com/r2m02.cer">http://crl.r2m02.amazontrust.com/r2m02.cer</a>
<b>Signature algorithm</b>	SHA256withRSA
<b>Extended Validation</b>	No
<b>Certificate Transparency</b>	Yes (certificate)
<b>OCSP Must Staple</b>	No
<b>Revocation information</b>	CRL, OCSP CRL: <a href="http://crl.r2m02.amazontrust.com/r2m02.crl">http://crl.r2m02.amazontrust.com/r2m02.crl</a> OCSP: <a href="http://ocsp.r2m02.amazontrust.com">http://ocsp.r2m02.amazontrust.com</a>
<b>Revocation status</b>	Good (not revoked)
<b>Trusted</b>	Yes Mozilla Apple Android Java Windows



### Additional Certificates (if supplied)

<b>Certificates provided</b>	4 (4929 bytes)
<b>Chain Issues</b>	None

### #2

<b>Subject</b>	Amazon RSA 2048 M02 Fingerprint SHA256: b0f330a31a0c50987e1c3a7bb02c2dda682991d3165b517bd44fba4a6020bd94
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### Additional Certificates (if supplied)



	Pin SHA256: 18tkPyr2nckv4fgo0dhAkaUIJ2hu2831xlO2SKhq8dg=
Valid until	Fri, 23 Aug 2030 22:25:30 UTC (expires in 7 years and 2 months)
Key	RSA 2048 bits (e 65537)
Issuer	Amazon Root CA 1
Signature algorithm	SHA256withRSA

#### #3

Subject	Amazon Root CA 1 Fingerprint SHA256: 87dcd4dc74640a322cd205552506d1be64f12596258096544986b4850bc72706 Pin SHA256: ++MBgDH5WGvL9Bcn5Be30cRcL0f5O+NyoXuWtQdX1at=
Valid until	Thu, 31 Dec 2037 01:00:00 UTC (expires in 14 years and 6 months)
Key	RSA 2048 bits (e 65537)
Issuer	Starfield Services Root Certificate Authority - G2
Signature algorithm	SHA256withRSA

#### #4

Subject	Starfield Services Root Certificate Authority - G2 Fingerprint SHA256: 28689b30e4c306ab53b027b29e36ad6dd1dcf4b953994482ca84bdc1ecac996 Pin SHA256: KwccWaCgrnaw6tsrS061FgLaCNgG2MMLq8GE6+oP5l=
Valid until	Wed, 28 Jun 2034 17:39:16 UTC (expires in 11 years)
Key	RSA 2048 bits (e 65537)
Issuer	Starfield Technologies, Inc. / Starfield Class 2 Certification Authority
Signature algorithm	SHA256withRSA



### Certification Paths



Mozilla Apple Android Java Windows

#### Path #1: Trusted



1	Sent by server	coachdigital.com Fingerprint SHA256: effc6e9ea1ded3d0c482203cc3595bebac3bf167ddc5a759024636f09199e7a4 Pin SHA256: 24Ni2c9GjU5VGKngZl8t2ZNIPlsqjBo3ZRZC4hTj = RSA 2048 bits (e 65537) / SHA256withRSA
2	Sent by server	Amazon RSA 2048 M02 Fingerprint SHA256: b0f330a31a0c50987e1c3a7bb02c2dda682991d3165b517bd44fba4a6020bd94 Pin SHA256: 18tkPyr2nckv4fgo0dhAkaUIJ2hu2831xlO2SKhq8dg=
3	In trust store	Amazon Root CA 1 Self-signed Fingerprint SHA256: 8ecde6884f3d87b1125ba31ac3fcb13d7016de7f57cc904fe1cb97c6ae98196e Pin SHA256: ++MBgDH5WGvL9Bcn5Be30cRcL0f5O+NyoXuWtQdX1at=

#### Path #2: Trusted



1	Sent by server	coachdigital.com Fingerprint SHA256: effc6e9ea1ded3d0c482203cc3595bebac3bf167ddc5a759024636f09199e7a4 Pin SHA256: 24Ni2c9GjU5VGKngZl8t2ZNIPlsqjBo3ZRZC4hTj = RSA 2048 bits (e 65537) / SHA256withRSA
2	Sent by server	Amazon RSA 2048 M02 Fingerprint SHA256: b0f330a31a0c50987e1c3a7bb02c2dda682991d3165b517bd44fba4a6020bd94 Pin SHA256: 18tkPyr2nckv4fgo0dhAkaUIJ2hu2831xlO2SKhq8dg=
3	Sent by server	Amazon Root CA 1 Fingerprint SHA256: 87dcd4dc74640a322cd205552506d1be64f12596258096544986b4850bc72706 Pin SHA256: ++MBgDH5WGvL9Bcn5Be30cRcL0f5O+NyoXuWtQdX1at=

4 In trust store  
**Starfield Services Root Certificate Authority - G2** Self-signed  
 Fingerprint SHA256: 568d6905a2c88708a4b3025199edcfe9b1974a606a13c6e5290fcb2ae63edab5  
 Pin SHA256: KwccWacGmaw6tsrrSO61FgLaCNgG2MMLq8GE6+oP5l=  
 RSA 2048 bits (e 65537) / SHA256withRSA

**Path #3: Trusted**

1 Sent by server  
 coachdigital.com  
 Fingerprint SHA256: effc6e9ea1ded3d0c482203cc3595becac3bf167ddc5a759024636f09199e7a4  
 Pin SHA256: 24Ni2c9GjU5VGKngZi8i2ZNIPlqlBa3ZRZC4hTjl=  
 RSA 2048 bits (e 65537) / SHA256withRSA

2 Sent by server  
 Amazon RSA 2048 M02  
 Fingerprint SHA256: b0f330a31a0c50987e1e3a7bb02cdda682991d3165b517bd44fba4a6020bd94  
 Pin SHA256: 18tkPyr2nckv4lgo0dhAkaUIJ2hu2831xIO2SKhq8dg=  
 RSA 2048 bits (e 65537) / SHA256withRSA

3 Sent by server  
 Amazon Root CA 1  
 Fingerprint SHA256: 87dod4dc74640a327cd705552506d1be64f12596758096544986b4850bc72706  
 Pin SHA256: ++MBgDH5VGvL9Bcn58e30cReL0f5O+NyoXuWtOdX1al=  
 RSA 2048 bits (e 65537) / SHA256withRSA

4 Sent by server  
 Starfield Services Root Certificate Authority - G2  
 Fingerprint SHA256: 28689b30e4c306aab53b027b29e36ad6dd1dcf4b953994482ca84bdc1ecac996  
 Pin SHA256: KwccWacGmaw6tsrrSO61FgLaCNgG2MMLq8GE6+oP5l=  
 RSA 2048 bits (e 65537) / SHA256withRSA

5 In trust store  
 Starfield Technologies, Inc. / Starfield Class 2 Certification Authority Self-signed  
 Fingerprint SHA256: 1465fa205397b876faa6f0a9958e5590e40fcc7faa4fb7c2c8677521fb5fb658  
 Pin SHA256: FIFKxPyclal200eRZOgTf+Ne4POK6FgYPwBDqgqxLQ=  
 RSA 2048 bits (e 3) / SHA1withRSA  
 Weak or insecure signature, but no impact on root certificate

**Certificate #2: RSA 2048 bits (SHA256withRSA) No SNI**

**Configuration**



**Protocols**

TLS 1.3	No
TLS 1.2	Yes
TLS 1.1	No
TLS 1.0	No
SSL 3	No
SSL 2	No

(\*) Experimental: Server negotiated using No-SNI



**Cipher Suites**

**# TLS 1.2 (suites in server-preferred order)**

TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256 (0xc02f)	ECDH secp256r1 (eq. 3072 bits RSA) FS	128
TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 (0xc030)	ECDH secp256r1 (eq. 3072 bits RSA) FS	256



## Handshake Simulation

<a href="#">Android 4.4.2</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 5.0.0</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 6.0</a>	RSA 2048 (SHA256)	TLS 1.2 > http/1.1	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 7.0</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 8.0</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 8.1</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Android 9.0</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">BingPreview Jan 2015</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Chrome 49 / XP SP3</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Chrome 69 / Win 7</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Chrome 70 / Win 10</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Chrome 80 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Firefox 31.3.0 ESR / Win 7</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Firefox 47 / Win 7</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Firefox 49 / XP SP3</a>	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Firefox 62 / Win 7</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Firefox 73 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Googlebot Feb 2018</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">IE 11 / Win 7</a> R	Protocol or cipher suite mismatch			
<a href="#">IE 11 / Win 8.1</a> R	Protocol or cipher suite mismatch			
<a href="#">IE 11 / Win Phone 8.1</a> R	Protocol or cipher suite mismatch			
<a href="#">IE 11 / Win Phone 8.1 Update</a> R	Protocol or cipher suite mismatch			
<a href="#">IE 11 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Edge 15 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Edge 16 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Edge 18 / Win 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Edge 13 / Win Phone 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Java 8u161</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Java 11.0.3</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Java 12.0.1</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">OpenSSL 1.0.1f</a> R	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">OpenSSL 1.0.2a</a> R	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">OpenSSL 1.1.0k</a> R	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">OpenSSL 1.1.1c</a> R	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Safari 6 / iOS 6.0.1</a>	Protocol or cipher suite mismatch			
<a href="#">Safari 7 / iOS 7.1</a> R	Protocol or cipher suite mismatch			
<a href="#">Safari 7 / OS X 10.9</a> R	Protocol or cipher suite mismatch			
<a href="#">Safari 8 / iOS 8.4</a> R	Protocol or cipher suite mismatch			
<a href="#">Safari 8 / OS X 10.10</a> R	Protocol or cipher suite mismatch			
<a href="#">Safari 9 / iOS 9</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Safari 9 / OS X 10.11</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Safari 10 / iOS 10</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Safari 10 / OS X 10.12</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS
<a href="#">Safari 12.1.2 / MacOS 10.14.6 Beta</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1 FS

## Handshake Simulation

<a href="#">Safari 12.1.1 / iOS 12.3.1</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1	FS
<a href="#">Apple ATS 9 / iOS 9</a> R	RSA 2048 (SHA256)	TLS 1.2 > h2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1	FS
<a href="#">Yahoo Slurp Jan 2015</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1	FS
<a href="#">YandexBot Jan 2015</a>	RSA 2048 (SHA256)	TLS 1.2	TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256	ECDH secp256r1	FS

## # Not simulated clients (Protocol mismatch)

<a href="#">Android 2.3.7</a> No SNI <sup>2</sup>	Protocol mismatch (not simulated)
<a href="#">Android 4.0.4</a>	Protocol mismatch (not simulated)
<a href="#">Android 4.1.1</a>	Protocol mismatch (not simulated)
<a href="#">Android 4.2.2</a>	Protocol mismatch (not simulated)
<a href="#">Android 4.3</a>	Protocol mismatch (not simulated)
<a href="#">Baidu Jan 2015</a>	Protocol mismatch (not simulated)
<a href="#">IE 6 / XP</a> No FS <sup>1</sup> No SNI <sup>2</sup>	Protocol mismatch (not simulated)
<a href="#">IE 7 / Vista</a>	Protocol mismatch (not simulated)
<a href="#">IE 8 / XP</a> No FS <sup>1</sup> No SNI <sup>2</sup>	Protocol mismatch (not simulated)
<a href="#">IE 8-10 / Win 7</a> R	Protocol mismatch (not simulated)
<a href="#">IE 10 / Win Phone 8.0</a>	Protocol mismatch (not simulated)
<a href="#">Java 6u45</a> No SNI <sup>2</sup>	Protocol mismatch (not simulated)
<a href="#">Java 7u25</a>	Protocol mismatch (not simulated)
<a href="#">OpenSSL 0.9.8y</a>	Protocol mismatch (not simulated)
<a href="#">Safari 5.1.9 / OS X 10.6.8</a>	Protocol mismatch (not simulated)
<a href="#">Safari 6.0.4 / OS X 10.8.4</a> R	Protocol mismatch (not simulated)

(1) Clients that do not support Forward Secrecy (FS) are excluded when determining support for it.

(2) No support for virtual SSL hosting (SNI). Connects to the default site if the server uses SNI.

(3) Only first connection attempt simulated. Browsers sometimes retry with a lower protocol version.

(R) Denotes a reference browser or client, with which we expect better effective security.

(All) We use defaults, but some platforms do not use their best protocols and features (e.g., Java 6 & 7, older IE).

(All) Certificate trust is not checked in handshake simulation, we only perform TLS handshake.



## Protocol Details

Secure Renegotiation	Supported
Secure Client-Initiated Renegotiation	No
Insecure Client-Initiated Renegotiation	No
BEAST attack	Mitigated server-side
POODLE (SSLv3)	No, SSL 3 not supported
POODLE (TLS)	No
Zombie POODLE	No
GOLDENDOODLE	No
OpenSSL 0-Length	No
Sleeping POODLE	No
Downgrade attack prevention	Unknown (requires support for at least two protocols, excl. SSL2)
SSL/TLS compression	No
RC4	No



## Protocol Details

Heartbeat (extension)	No
Heartbleed (vulnerability)	No
Ticketbleed (vulnerability)	No
OpenSSL CCS vuln. (CVE-2014-0224)	No
OpenSSL Padding Oracle vuln. (CVE-2016-2107)	No
ROBOT (vulnerability)	No
<b>Forward Secrecy</b>	<b>Yes (with most browsers) ROBUST</b>
ALPN	Yes h2 http/1.1
NPN	Yes h2 http/1.1
Session resumption (caching)	Yes
Session resumption (tickets)	Yes
OCSF stapling	No
Strict Transport Security (HSTS)	No
HSTS Preloading	Not in: Chrome Edge Firefox IE
Public Key Pinning (HPKP)	No
Public Key Pinning Report-Only	No
Public Key Pinning (Static)	Unknown
Long handshake intolerance	No
TLS extension intolerance	No
TLS version intolerance	No
Incorrect SNI alerts	No
Uses common DH primes	No. DHE suites not supported
DH public server param (Ys) reuse	No. DHE suites not supported
ECDH public server param reuse	No
Supported Named Groups	secp256r1, secp384r1, secp521r1 (server preferred order)
SSL 2 handshake compatibility	No



## HTTP Requests



1 <https://coachdigital.com/> (HTTP/1.1 302)

Date	Wed, 21 Jun 2023 00:13:05 GMT
Content-Type	text/html;charset=utf-8
Content-Length	0
Connection	close
Set-Cookie	AWSALB=RNvXR6+OFdLoeBHGpOIqMe7AGH0foGofPxpYPFuCXRLP5cAhzrMrQFUJXR XVnzKl8ZzgTyKV9kcu+OguyHgtqy4VBCAs9/iBrw9UEua/tJAcWwkLnkXWLkYGS; Expires=Wed, 28 Jun 2023 00:13:05 GMT; Path=/ 1
Set-Cookie	AWSALBCORS=RNvXR6+OFdLoeBHGpOIqMe7AGH0foGofPxpYPFuCXRLP5cAhzrMrQF UJXRXVnzKl8ZzgTyKV9kcu+OguyHgtqy4VBCAs9/iBrw9UEua/tJAcWwkLnkXWLkYGS; Expires=Wed, 28 Jun 2023 00:13:05 GMT; Path=/; SameSite=None; Secure
Last-Modified	Wed, 21 Jun 2023 00:13:05 GMT
Cache-Control	max-age=60
Set-Cookie	JSESSIONID=BBD2B1C044F59E30534E4B32433222F4; Path=/; Secure; HttpOnly
Location	/login.html?jsessionId=BBD2B1C044F59E30534E4B32433222F4?action=home
Content-Language	en

2 <https://coachdigital.com/login.html?jsessionId=BBD2B1C044F59E30534E4B32433222F4?action=home> (HTTP/1.1 200)

2 Date Wed, 21 Jun 2023 00:13:05 GMT

2 <https://coachdigital.com/login.html?jsessionid=BBD2B1C044F59E30534E4B32433222F4?action=home> (HTTP/1.1 200)

Content-Type	text/html;charset=utf-8
Transfer-Encoding	chunked
Connection	close
Set-Cookie	AWSALB=0wfNeJflqVT5igCq2WSRwnFY4/mlXxov+YBKGPllVln64VAnzwx8wHiGeaGKFgN AWQIWF3TN3R/oTizdbE+YkRz932B2+GC7L3hn9p0jYaAYJ60SsuV5k6gNbxq; Expires=Wed, 28 Jun 2023 00:13:05 GMT; Path=/
Set-Cookie	AWSALBCORS=0wfNeJflqVT5igCq2WSRwnFY4/mlXxov+YBKGPllVln64VAnzwx8wHiGea GKFgNAWQIWF3TN3R/oTizdbE+YkRz932B2+GC7L3hn9p0jYaAYJ60SsuV5k6gNbxq; Expires=Wed, 28 Jun 2023 00:13:05 GMT; Path=/; SameSite=None; Secure
Set-Cookie	JSESSIONID=BBD2B1C044F59E30534E4B32433222F4; Path=/
Set-Cookie	i_type=; Max-Age=0; Expires=Thu, 01-Jan-1970 00:00:10 GMT; Path=/
Set-Cookie	i_extorgname=; Max-Age=0; Expires=Thu, 01-Jan-1970 00:00:10 GMT; Path=/
Content-Language	en



#### Miscellaneous

Test date	Wed, 21 Jun 2023 00:12:38 UTC
Test duration	242.542 seconds
HTTP status code	200
HTTP server signature	-
Server hostname	ec2-54-197-145-223.compute-1.amazonaws.com