Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Olympia CUSD 16

and

Provider

Biblionix

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between: 903 East 800 North Road, Stanford, IL 61774

[Olympia CUSD 16], located at [   ] (the "**Local Education Agency**" or "**LEA**") and

[*Bibhonix*], located at [2025 *Guadalupe*] (the "**Provider**"). *Suite 260, Austin, Texas 78705*

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), 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 years. Exhibit E will expire 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: Sean Mullins   Title: IT Director

Address: 903 East 800 North Road, Stanford, IL 61774

Phone: 1-309-379-6011   Email: sean.mullins@olympia.org

The designated representative for the Provider for this DPA is:

Name: Cameron Charbonnet   Title: V.P. Sales & Mkty

Address: 2025 Guadalupe St. Austin, Texas 78705

Phone: 877-800-5625   Email: cameron@bibliomix.com

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

LEA:

By: Sean Mullins   Date: 6/27/2024

Printed Name: Sean Mullins   Title/Position: IT Director

Provider:

By: _____   Date: June 26, 2024

Printed Name: Clark Charbonnet   Title/Position: CEO

Last Updated 2021-03-15 - New Illinois Exhibit G

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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 these 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: 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: 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: 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.

5. **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.

6. **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.

7. **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: 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 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.
      iv. 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
      v. 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: 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.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Biblionix providing the Artemis ILS/LSP

This Subscription Purchase Agreement is made by and between Biblionix, LLC, a Texas limited liability company with a principal place of business at 2025 Guadalupe St., Suite 260, Austin, Texas 78705 and email address of info@biblionix.com ("Biblionix") and the following ("Customer"):

Institution:
Address:
Contact:
Email:

1. Definitions.

The Artemis ILS/LSP – the cloud-based integrated library system and library services platform hosted by Biblionix that provides various services managing and manipulating Customer's Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, and including any Optional Items selected by Customer.

Customer's Data – Other than FlexShare Data, all data and information that is stored or processed in or through The Artemis ILS/LSP by or on behalf of Customer or Customer's Users, including but not limited to all bibliographic and other holding records related to Customer's collections, Customer's User Data, circulation records, and records regarding balances owed by Customer's Users.

Customer's Users – all users of Customer's library other than FlexShare Users.

Customer's User Data – any of Customer's Data that identifies or could potentially identify any of Customer's Users.

Data Delivery Date – the date upon which Customer agrees to deliver Customer's Data to Biblionix per Section 3 below.

FlexShare Consortium – a group of libraries who choose to share certain data and information with each other through each library's use of an Artemis cloud-based integrated library system and library services platform.

FlexShare Data – all data and information stored or processed in or through The Artemis ILS/LSP that was obtained from or through any FlexShare Library or FlexShare User or that is otherwise accessed by Customer, Customer's Users, or FlexShare Users by virtue of Customer's membership in a FlexShare Consortium.

FlexShare Library – each library other than Customer who is a member of the same FlexShare Consortium of which Customer is also a member.

FlexShare Users – all users of the The Artemis ILS/LSP whose home library is a FlexShare Library.

FlexShare User Data – any data that identifies or could potentially identify a FlexShare User.

Launch Date and Time– the date and time upon which The Artemis ILS/LSP goes live and the first Subscription Period commences.

Optional Items – products provided by parties other than Biblionix that may be included with The Artemis ILS/LSP at the sole discretion of Customer.

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Quote – the most recent valid price quote, or bid, provided by Biblionix to Customer in anticipation of entering into this Agreement.
Renewal Date – the first day of each Subscription Period.
Subscription – Customer's subscription to The Artemis ILS/LSP, per the terms of this Agreement.
Subscription Period – each one-year period during which Customer maintains a Subscription.
Supporting Material – all documentation regarding The Artemis ILS/LSP that may be provided to Customer by Biblionix, including but not limited to instructional materials.

2. **Subscription Services; Supporting Material.**
   a. Subject to the terms of this Agreement and during the Subscription Periods, Biblionix shall provide Customer with access to and use of The Artemis ILS/LSP, including Customer's Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, as maintained and accessed through the Artemis ILS/LSP; any standard upgrades/updates to The Artemis ILS/LSP; and reasonable amounts and levels of customer support and customer service.
   b. Although Biblionix has no obligation to monitor use of The Artemis ILS/LSP by Customer or Customer's Users, Biblionix may do so and may prohibit any use of The Artemis ILS/LSP it believes to be in violation of the terms of this Agreement.
   c. Customer may reproduce, publicly distribute, and publicly display Supporting Material, in any format or medium, only for the purpose of assisting Customer's Users, employees, and volunteers in using The Artemis ILS/LSP and may modify or alter Supporting Materials as reasonably necessary to engage in such activities.

3. **Data Delivery Date; Launch Date and Time; Migration of Customer's Data.** This Section 3 applies only to Customers who, at the time of executing this Agreement, are operating on an integrated library system other than The Artemis ILS/LSP and intend to migrate to The Artemis ILS/LSPArtemis.
   a. The parties shall work together to mutually agree upon a Data Delivery Date and a Launch Date and Time, which shall be documented in writing.
   b. Customer shall provide Biblionix with a current copy of Customer's Data no later than the Data Delivery Date, in the format and by the method specified by Biblionix. Doing so may require Customer to use third-party applications not owned or controlled by Biblionix; in such cases, Biblionix cannot and does not offer any guarantee regarding the performance of such applications or the security of Customer's Data as used with or by such applications.
   c. Should Customer fail to meet the Data Delivery Date, Biblionix reserves the right to require a new Launch Date and Time to be agreed upon by the parties in writing.
   d. Biblionix shall import Customer's Data into The Artemis ILS/LSP and shall notify Customer when The Artemis ILS/LSP containing Customer's Data is available. It is Biblionix's intent to complete these actions no later than the Launch Date and Time. However, Customer understands and accepts that unforeseen circumstances may arise that would prevent Biblionix from meeting the Launch Date and Time and agrees not to hold Biblionix liable for any such delay. In such case, Biblionix shall

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immediately notify Customer and shall make The Artemis ILS/LSP containing Customer's Data available as soon as reasonably possible.

e. Customer acknowledges and agrees that Biblionix's ability to provide The Artemis ILS/LSP necessarily depends upon the accuracy, completeness, and quality of Customer's Data as provided to Biblionix and Biblionix's receipt of the same.

4. **Maintenance of Customer's Data.**
   a. During the Subscription Periods, Biblionix shall automatically save and store all modifications to Customer's Data made by Customer and Customer's Users through The Artemis ILS/LSP.
   b. Biblionix reserves the right to, at any time and without prior notification to Customer, remove from already uploaded or imported Customer's Data, or refuse to import, any Customer's Data containing personally identifying information that Biblionix, in its sole discretion, deems particularly vulnerable to misuse and unnecessary for the functioning of The Artemis ILS/LSP, including but not limited to credit card numbers and social security numbers.
   c. Biblionix shall create back-up copies of Customer's Data in a manner that adheres to or exceeds industry security standards, including encryption of all Customer's Data.
   d. At any time during the Subscription Periods, Customer may download Customer's Data through The Artemis ILS/LSP into a secure, compressed file, at no additional charge to Customer.

5. **Fees.**
   a. This Section 5.a. does not apply for Customers who have gone live with The Artemis ILS/LSP containing Customer's Data prior to execution of this Agreement.
      i. It is Customer's sole responsibility to ensure the validity of any quote upon which Customer wishes to rely in entering into this Subscription Purchase Agreement. Biblionix will, upon Customer's request, at any time provide Customer with a valid Quote.
      ii. Other than fees for Optional Items owned by third parties, the Quote states Customer's total fees for each Subscription Period until the later of (1) three years after the Launch Date and Time or (2) Biblionix notifies Customer in writing that fees will increase.
   b. Other than fees for Optional Items owned by third parties, fees shall not increase more frequently than once every three (3) years.
   c. Biblionix shall provide Customer with written notice of any increase in any fees no less than sixty (60) days prior to the next Renewal Date.

6. **Payment.**
   a. Biblionix shall invoice Customer for the total amount due for the first Subscription Period within fourteen (14) days of the Launch Date and Time.
   b. For each subsequent Subscription Period, Biblionix shall invoice Customer during or about the third week of the month preceding the Renewal Date.
   c. Customer shall pay Biblionix the full amount invoiced no later than thirty (30) days from the date of the invoice. Payments that are received by Biblionix more than sixty

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(60) days past the due date shall be subject to a penalty fee equal to the lesser of 18% per annum or the maximum rate allowed by law.
  d. If payment is not made within sixty (60) days of the due date, Biblionix may, at its sole discretion, (i) suspend Customer's access to and use of The Artemis ILS/LSP or certain features thereof until payment has been received in full or (ii) immediately terminate this Agreement. In case of such suspension or termination, Customer shall remain liable for all outstanding fees, including penalties.

7. **Subscriptions to Optional Items.**
  a. Customer may subscribe to Optional Items at any time. Subscription periods of Optional Items shall correspond to the applicable Subscription Period. If Customer subscribes to an Optional Item after a Subscription Period has commenced, the fee for that item shall be pro-rated accordingly.
  b. Customer may terminate Optional Items at any time without terminating its Subscription. Unless the third-party owner of a terminated Optional Item does not provide for refunds, Biblionix shall timely refund to Customer fees already paid for the terminated Optional Item(s) in a pro-rated amount equivalent to the days remaining in the Subscription Period.

8. **Subscription Period; Renewal.**
  a. The first Subscription Period shall begin on the Launch Date and Time and, unless this Agreement is terminated by either party as provided herein, shall automatically renew for successive one-year Subscription Periods unless and until Customer notifies Biblionix in writing of its intent to not renew at least seven (7) days prior to the next Renewal Date.
  b. For the sake of clarity, if a Trial Subscription Agreement between Customer and Biblionix is in effect as of the execution of this Agreement, those terms shall continue to govern Customer's use of the trial subscription until terminated under the terms of that agreement

9. **Term and Termination.**
  a. Customer may terminate this Agreement at any time, for any or no reason, by providing a minimum of seven (7) days' written notice to Biblionix.
  b. Biblionix may terminate this Agreement under Section 6.d. above or at any time, for any or no reason, by providing Customer with 120 days' written notice.

10. **Effect of Termination.** Upon termination of this Agreement by either party for any reason, including for lack of payment under Section 6.d. above, unless the parties agree in writing otherwise:
  a. As of the effective date of the termination, Customer shall no longer have access to or the right to use The Artemis ILS/LSP.
  b. Biblionix shall timely refund to Customer fees already paid in a pro-rated amount equivalent to the number of days remaining in the Subscription Period, except for fees paid for Optional Items for which third-party owners do not provide refunds for early termination.

    c. If Customer owes any outstanding debt to Biblionix for services provided up to the effective date of termination, Customer shall remain liable to Biblionix for the outstanding amount and any associated penalties and other fees.

    d. Unless otherwise instructed by Customer, Biblionix shall timely delete or otherwise destroy all Customer's Data in its possession or under its control.

11. Intellectual Property Ownership and Usage. Customer acknowledges and agrees that:

    a. Biblionix and/or its licensors own all legal rights and interests, including but not limited to patent rights and copyrights, in and to The Artemis ILS/LSP (including the Optional Items) and the Supporting Material.

    b. Biblionix is the sole owner of the trademarks and tradenames APOLLO, ARTEMIS, BIBLIONIX, FLEXSHARE, GABBIE, POWER TO PUBLICS, VERSACARD, VERSACAT, and RESERVE EXPRESS.

    c. Unless Customer has obtained prior written agreement from Biblionix, Customer may use the Biblionix trademarks and tradenames only in a nominative manner to refer to the goods and services provided by Biblionix under those trademarks and tradenames.

12. Additional Customer Responsibilities. Customer acknowledges and agrees that it is solely responsible for:

    a. Providing Biblionix with complete and accurate Customer's Data and, upon request, with corrected or updated copies of Customer's Data sufficient for Biblionix to correct, repair, or replace any Customer's Data that is incorrect or that becomes damaged, lost, or destroyed.

    b. Providing, maintaining, and ensuring the security of all technology, equipment, hardware, software, and third-party services (such as Internet access) not under the control of Biblionix that are required for use of The Artemis ILS/LSP by Customer and Customer's Users.

    c. Maintaining the security of all passwords employed in conjunction with the use of The Artemis ILS/LSP by Customer, Customer's Users, or FlexShare Users.

    d. Any activities that occur through the use of such passwords.

13. Use and Security of Data.

    a. Collecting Data.

        i. Biblionix shall not, in connection with use of The Artemis ILS/LSP by Customer or Customer's Users, directly collect any data about any individual other than as contained in Customer's User Data, including any updates, additions, or other modifications made directly by Customer and Customer's Users.

        ii. Biblionix shall not, in connection with use of The Artemis ILS/LSP by any FlexShare Library or FlexShare Users, directly collect any data about any individual other than as contained in FlexShare User Data, including any updates, additions, or other modifications made directly by a FlexShare Library or FlexShare Users.

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b. **Use and Sharing of User Data.**
   i. If Customer has chosen to join a FlexShare Consortium, Biblionix may disclose and use Customer's Data and Customer's User Data to the extent necessary to facilitate and provide the FlexShare Consortium as directed by Customer.
   ii. Biblionix may use Customer's User Data and FlexShare User Data to create and share aggregate statistics across multiple libraries. In such cases, Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting such data.
   iii. Biblionix shall not otherwise use or disclose, or allow anyone else to access, use, or disclose, Customer's User Data or FlexShare User Data in any way other than as necessary to facilitate and provide The Artemis ILS/LSP.
   iv. Notwithstanding the foregoing, Biblionix may disclose Customer's User Data and FlexShare User Data as required by applicable law or by proper legal or governmental authority. Biblionix shall give Customer prompt notice of any such legal or governmental demand and shall reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

c. **Data Security.**
   i. Biblionix shall store Customer's User Data and FlexShare User Data only on physical servers that are exclusively dedicated to Biblionix and not shared with any other party and on physical back-up media in the possession of Biblionix.
   ii. Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting Customer's User Data and FlexShare User Data, including but not limited to encrypting all Customer's User Data and FlexShare User Data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's User Data and FlexShare User Data.
   iii. Notwithstanding the foregoing, Customer understands and acknowledges that Biblionix cannot guarantee the absolute security of Customer's User Data, FlexShare User Data, or any other Customer's Data or FlexShare Data.

d. **Data Collected by Optional Items.** Customer acknowledges and understands that Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix and that Biblionix has no control over the collection or processing of Customer's Data or FlexShare Data by or through those Optional Items. Biblionix strongly encourages Customer to investigate the privacy policies of Optional Items before selecting them for inclusion in The Artemis ILS/LSP.

e. **Biblionix User Privacy Policy.** Customer acknowledges that it has read and understands the Biblionix User Privacy Policy or will do so in a timely manner and agrees to direct Customer's Users and FlexShare Users to such policy as appropriate. The Privacy Policy can be accessed in The Artemis ILS/LSP via the public catalog and the Help pop-up; and also can be found here: www.biblionix.com/Biblionix User Privacy Policy.pdf.

f. **Customer Privacy Policy.** If Customer has not already done so, Biblionix strongly encourages Customer to develop and implement strong privacy policies and practices protecting the privacy of Customer's Users and FlexShare Users and

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abiding by standards set by the <u>American Library Association</u> and the <u>Children's Online Privacy Protection Act</u>.

g. **Customer's User Data About Children Under the Age of 13.** Biblionix encourages Customer to abide by the <u>Children's Online Privacy Protection Act</u> even if not required to do so, including the following:
   i. Ensure that Customer's User Data and FlexShare User Data about children under the age of 13 is obtained only with the prior knowledge and consent of a parent or authorized guardian.
   ii. Allow the parent or authorized guardian of a child under the age of 13 the ability to access, modify, or delete records containing Customer's User Data or FlexShare User Data about such child.
   iii. Upon the request of a parent or authorized guardian of a child under the age of 13, modify or delete Customer's User Data or FlexShare User Data about the child.

14. **Biblionix Representations and Warranties.** Biblionix represents and warrants that it:
   a. Possesses the legal rights and authority necessary to enter into this Agreement;
   b. Will exercise commercially reasonable efforts and follow industry standards in providing access to and use of The Artemis ILS/LSP on a continuous, 24/7 basis, except for scheduled maintenance; ensuring that The Artemis ILS/LSP is free of viruses and other harmful software; maintaining The Artemis ILS/LSP; promptly correcting any failure of The Artemis ILS/LSP; and providing support services; and
   c. Will abide by, at the minimum, generally accepted industry standards in protecting Customer's Data and FlexShare Data, including but not limited to encrypting all such data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's Data and FlexShare Data.

15. **Third-Party Goods and Services; Disclaimer.**
   a. Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix.
   b. Biblionix may provide Customer with information about other goods and/or services owned by third parties in which Biblionix thinks Customer may be interested. Biblionix does so purely for Customers' convenience, and these actions should not be construed as recommendations, endorsements, or approval of such goods or services.
   c. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING BIBLIONIX'S REPRESENTATIONS AND WARRANTIES IN SECTION 14 ABOVE, BIBLIONIX HAS NO CONTROL OVER THE OPTIONAL ITEMS THEMSELVES OR ANY OTHER THIRD-PARTY GOODS OR SERVICES, WHETHER OR NOT INTEGRATED INTO THE ARTEMIS ILS/LSP, AND CANNOT AND DOES NOT OFFER ANY GUARANTEE REGARDING THEIR APPLICABILITY TO CUSTOMER'S NEEDS, THEIR PERFORMANCE, OR ANY OTHER ASPECT OF SUCH GOODS AND SERVICES.

16. **Customer Representations and Warranties.** Customer represents and warrants that it:
   a. Possesses the legal rights and authority necessary to enter into this Agreement;

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   b. Will abide by the terms of all agreements required by the licensors of all Optional Items selected by Customer.

   c. Will provide the same level of protection and security to FlexShare Data and FlexShare User Data that it provides to Customer's Data and Customer's User Data.

   d. Will not engage in, or assist others in engaging in:

      i. any action that infringes the rights of Biblionix or its licensors in The Artemis ILS/LSP or the Supporting Material, including but not limited to copying, modifying, creating derivatives of, or distributing the same to the public, other than as allowed by this Agreement;

      ii. reverse engineering or in any way attempting to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of The Artemis ILS/LSP;

      iii. using any device, software, or routine that interferes with or attempts to interfere with the proper working of The Artemis ILS/LSP; or

      iv. doing anything that could disable, overburden, or impair the proper functioning of The Artemis ILS/LSP.

17. Controlling Agreement. In the case of any conflict between the terms of this Agreement and any statement in a Quote, the terms of this Agreement shall be deemed to control.

18. DISCLAIMERS; LIMITATION ON LIABILITY.

   a. ALTHOUGH BIBLIONIX DOES NOT ANTICIPATE THAT CUSTOMER WILL ENCOUNTER ANY PROBLEMS USING THE ARTEMIS ILS/LSP, BIBLIONIX MAKES NO SPECIFIC PROMISES OR WARRANTIES, EITHER IMPLIED OR EXPRESS, REGARDING THE ARTEMIS ILS/LSP, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   b. BIBLIONIX'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE CALENDAR YEAR IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURS. APPLICATION OF THIS LIMITATION EXPRESSLY INCLUDES (I) LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF BIBLIONIX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE OTHERWISE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

   c. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE LIABLE TO CUSTOMER, ANY OF CUSTOMER'S USERS, OR ANY FLEXSHARE USER FOR ANY FAILURE, DELAY, OR INTERRUPTION OF THE ARTEMIS ILS/LSP, OR ANY OTHER DISRUPTION IN THE ABILITY OF CUSTOMER, CUSTOMER'S USERS, A FLEXSHARE LIBRARY, OR FLEXSHARE USERS TO USE THE ARTEMIS ILS/LSP, THAT RESULT FROM A CAUSE BEYOND THE REASONABLE CONTROL OF BIBLIONIX.

19. Notices and Required Writings. All notices, agreements, and documentations required to be in writing under the terms of this Agreement shall be provided by email, U.S.P.S. Return Receipt Requested, or any private courier service with signature

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required to Biblionix at the address provided above and to Customer at the address it provides to Biblionix upon entering into this Agreement, or to any other address agreed upon by the parties. Email shall be deemed to have been received upon the recipient's acknowledgement of receipt.

20. **Force Majeure.** Neither party shall be considered in breach of this Agreement or in any way liable to the other party should it reasonably be prevented by an event that is beyond the reasonable control of either party from complying with any of its responsibilities or obligations under this Agreement, other than payment.

21. **Assignment.** Biblionix may assign or subcontract this Agreement in whole or in part; in such case, Biblionix shall provide written notice to Customer in a timely manner. Customer shall not assign this Agreement or any rights under it without Biblionix's prior written consent.

22. **Miscellanea.**
    a. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or proposals of the parties relating to the matter of this Agreement.
    b. Any provision of this Agreement that may be deemed invalid or unenforceable shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
    c. The failure or delay of a party at any time to enforce performance of this Agreement shall not be construed as a waiver of the right of such party to enforce performance of this Agreement at any subsequent time.
    d. No amendment to or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.
    e. For purposes of this Agreement, the singular shall include the plural and vice versa.
    f. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

AGREED AND ACCEPTED:

CUSTOMER

Signature: _____Date: _____

Name: _____

Title: _____

BIBLIONIX, LLC

Signature: _____Date: _____

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Name: _____

Title: _____

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EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
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:	☐
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)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	✓
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	✓

Category of Data	Elements	Check if Used by Your System	
	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		☐
Special Indicator	English language learner information		☐
	Low income status		☐
	Medical alerts/ health data		☐
	Student disability information		☐
	Specialized education services (IEP or 504)		☐
	Living situations (homeless/foster care)		☐
	Other indicator information-Please specify:		☐
Student Contact Information	Address		☑
	Email		☑
	Phone		☑
Student Identifiers	Local (School district) ID number		☑
	State ID number		☐
	Provider/App assigned student ID number		☐
	Student app username		☐
	Student app passwords		☐
Student Name	First and/or Last		☑
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		☐
Student work	Student generated content; writing, pictures, etc.		☐
	Other student work data -Please specify:		☐
Transcript	Student course grades		☐
	Student course data		☐

Category of Data	Elements	Check if Used by Your System
	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 transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application: We store whatever data the school enters.	☐
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

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. <u>Extent of Disposition</u>

    ☑ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

        [   ]

    ☐ Disposition is Complete. Disposition extends to all categories of data.

2. <u>Nature of Disposition</u>

    ☑ 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:

        [   ]

3. <u>Schedule of Disposition</u>

Data shall be disposed of by the following date:

    ☑ As soon as commercially practicable.

    ☐ By [   ]

4. <u>Signature</u>

_____
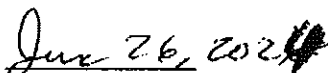
Authorized Representative of LEA   Date

5. <u>Verification of Disposition of Data</u>

_____

Authorized Representative of Company   Date Jun 26, 2024

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and   Olympia CUSD 16
("Originating LEA") which is dated 06/26/2024 , 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 statues; (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: _Cameron@ biblionix.com_ .

PROVIDER:

BY: _(signature)_   Date: _June 26, 2024_

Printed Name: _Clark Chorbonnet_   Title/Position: _CEO_

2. 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
and
**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

Subscribing LEA:

BY:_____Date:_____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

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

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	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

**EXHIBIT "G" - Supplemental SDPC (Student Data Privacy
Consortium) State Terms for Illinois**
Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G,** Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by   and   between
_____Olympia CUSD 16_____ (the "Local Education Agency" or "LEA") and _____Biblionix_____ (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. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C,** Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

Last Updated 2021-03-15 - New Illinois Exhibit G   IL-NDPA v1.0a Page 19 of 24

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Consortium) State Terms for Illinois**
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4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

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Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G,** Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by   and   between
_____Olympia CUSD 16_____ (the "Local Education Agency" or "LEA") and _____Biblionix_____ (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. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C,** Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. **Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

   a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and

   b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

   a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

   b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

   c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. **Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. **Public Posting of DPA.** Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. **Subcontractors.** By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. **DPA Term.**

a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.'

16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.

17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.

19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.

20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

Page 2
- In the first sentence, replace "DPA", with "DPA," "DPA Standard Clauses," or "SDPC Standard Clauses"
- In paragraph 1, in "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"
Replace, "Standard Clauses" with "Exhibits"
- In paragraph, 2, "If checked, the Supplemental State Terms and attached hereto...", remove "and"
- In paragraph 3, in "In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions...", change to "In the event of a conflict between the SDPC Standard Clauses and the State or Special Provisions the State or Special Provisions...".
- Replace paragraph 4 with "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- In paragraph 5, append this text, ", the terms of which are deemed to be incorporated into this DPA."

Page 4
- In article I, paragraph 3, after, "In the event of a conflict" insert "for purposes of this DPA,"
- In article II, paragraph 2, to this sentence, "Provider shall respond in a reasonably timely manner...", pre-pend "When Provider's cooperation is necessary to view or correct Student Data,".

Page 6
- In article IV, paragraph 6, append this text, "Notwithstanding any of the foregoing, LEA (a) acknowledges that it may not be possible for Provider to delete all occurrences of Student Data from all backup media, due to the nature of long-term backup media, and agrees that such inability shall not constitute a breach of Provider's duties and obligations under this DPA."

Page 8
- Article VII, paragraph 1, replace "Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA." with "One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."

Page 17
- In Exhibit E, paragraph 1, after the first sentence, add "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

Page 19
- In Exhibit G paragraph 4, insert "this DPA" and replace "and" with "or" to result in, "The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under this DPA, SOPPA, ISSRA, FERPA, or MHDDCA."

Page 21
- In Exhibit G, paragraph 11,
o Delete the first paragraph
o After this phrase, "In the event such deletion would not violate State or federal records laws," insert "if the Provider's cooperation is required to delete such data,",
o Delete the third paragraph, "Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA."