



The following agreement is entered into between Snap! Mobile Inc. ('Snap! Raise' or 'Snap!') and Warren Township High School ('the Organization') for the purposes of providing software and services to the Organization listed below.

Organization: Warren Township High School

Tax ID #: 36-6004899

1. Snap! Responsibilities. Snap! will provide to the Organization the following services (collectively, the "Responsibilities"):

A. Snap! Raise

- i. Snap! Raise will grant the Organization access to use of Snap! Raise's Software in order to conduct their fundraising campaigns. Snap! Raise will create and maintain a website specific to each fundraiser that the Organization wishes to run on the Snap! Raise platform. Snap! Raise will cover all fees associated with maintaining the campaign site(s).
- ii. Snap! Raise will provide training and technical support in order to effectively implement fundraising campaigns.
- iii. Snap! Raise will provide the Organization with a dedicated Snap! Raise Campaign Director, who will answer any campaign questions that may arise and assist in implementing fundraisers.
- iv. No credit card data will be stored on any Snap! Raise hosted web servers. All information is strictly protected and secure.
- v. Snap! Raise will deliver and implement the campaign platform to the Organization in accordance with the agreed upon start date.
- vi. Snap! Raise will issue receipts on behalf of the Organization for any donations made through the platform for a designated Snap! Raise fundraiser. The receipt will state the amount of the donation, the date the donation occurred, and the Organization to which the donation was made. The receipt provides a donor with all of the required information to be able to take a tax deduction for their donation, as allowable by law.
- vii. Snap! Raise will provide the necessary copy to support the Organization in increasing adoption of preferred fundraising method.
- viii. Snap! Raise may use the contact information of a prior campaign supporter in follow up "legacy" donation requests. These requests are associated with individual campaigns that a donor may have previously supported, but was not invited to support again, for whatever reason. Prior supporters will receive one email notification during the immediately subsequent fundraising campaign, inviting them to support again. If a supporter donates again, contact information will be saved for the next legacy campaign. If a donor chooses to ignore the request, they will be automatically opted-out of future "legacy" requests. Donors and potential donors can choose to unsubscribe from Snap! Raise communications at any time.

B. Snap! OS

- i. Snap! will deliver and implement the software to the Organization in accordance with the agreed upon start date and features selected to be on the account.
- ii. Snap! will provide training and support in fundraising management tools to assist with integration and implementation of tools across multiple users/departments.

C. Payment Processing: Snap! Raise complies to strict industry standards for payment processing, including: 128-bit Secure Sockets Layer (SSL) technology for secure Internet Protocol (IP) transactions.

- i. Industry leading encryption hardware and software methods and security protocols to protect customer information.
- ii. 100% Compliant with the Payment Card Industry Data Security Standard (PCIDSS). Snap! Raise uses payment processing that is PCI level 1 compliant.

CI. Data Security: Snap! Raise agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Snap! Raise agrees to maintain network security that conforms to generally recognized industry standards and best practices that

Snap! Raise applies to its own network. Snap! Raise agrees at all times to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure. Snap! Raise agrees to preserve the confidentiality, integrity and accessibility of Organization data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that Snap! Raise then applies to its own processing environment. Snap! Raise additionally agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be repurposed or sold. Snap! Raise further agrees that no Organization data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties unless specifically agreed to in writing by the Organization. Snap! Raise follows all applicable security and privacy laws in all U.S. operating jurisdictions, and provides for opt-out options in accordance with the TCPA, CCPA, and other regulatory frameworks.

2. Organization Responsibilities. The **Organization** listed above agrees to the following responsibilities:

- i. Organization agrees to allow Snap! Raise to operate the fundraiser within an agreeable time frame and to allow Snap! Raise access to the Organization’s facilities (if needed) in order to conduct the fundraiser.
- ii. Organization is responsible for any chargebacks that may be issued. Organization will be able to view any such disputes and Snap! Raise will resolve the chargebacks as they are received.

3. Intellectual Property Rights. All content included as part of the Snap! Raise service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Snap! Raise website, mobile application, is the property of Snap! Raise or its suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. Organization agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. Organization agrees that use of protected content is solely for use in this fundraiser program and will make no other use of the content without written consent of Snap! Raise.

4. Authorization. The organization agrees to the terms and conditions set forth above.

5. “Provider” as Defined in IL-NDPA Standard Version 1.0 Exhibit “C”. Snap! Raise is not a Provider as described in Exhibit C of the IL-NDPA and will not store Educational Records as defined in Exhibit C of the IL-NDPA Standard Version 1.0.

Category of Data	Elements	Check if Used by Your System	Notes
Application Technology of Meta Data	IP Addresses of users, use of cookies, etc.	<input checked="" type="checkbox"/>	Cookies
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>	
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>	Name of fundraising campaign will be reflective of the school that the participant attends
Parent/Guardian Contact Information	Email	<input checked="" type="checkbox"/>	Participant will have the option to enter parent/guardian email address in a specific “parent/guardian field.” This information is NOT required in order to move forward with use of the application

			accessible by parties involved or overseeing the fundraiser, even from an administrative stand-point. Phone (text only) and email communication may be initiated from the Snap! Raise platform leading up to the start of the fundraiser, and during the 28 days the campaign is active.
Student Identifiers	Student app username/password	<input checked="" type="checkbox"/>	Signing up with an email address and password are required to set up a Snap! Raise account and participate in a fundraiser
Student Name	First and last	<input checked="" type="checkbox"/>	Student is asked to enter first/last name at sign up so donation invites and individual campaign pages are personalized
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>	Name and details of fundraising campaign will be reflective of the specific academic/extracurricular activity that the student is fundraising on behalf of
Other	Photo/Supporter names as displayed on the Cheer Wall	<input checked="" type="checkbox"/>	<p>Student is asked to upload a photo of their choice that will be displayed on their personal campaign page. A photo is encouraged, but not required, and individual campaign pages are not searchable within the overarching fundraiser page</p> <p>Supporters are displayed at the bottom of each campaign page, and the amount of donation and which participant they're supporting (as identified by first name, last initial) are available for public view. Supporters can choose to donate anonymously</p>

 *Christopher J. Hecassis*
signature079efab9-84d0-4fab-9830-da30edc599b2
Organization Signature

Assistant
~~Superintendent~~
Title

08/05/2021
Signature Date

 *Megan Peterson*
signature8ed4e9a-4e00-43d7-b1de-706598e3db0c
Snap Raise Signature

VP of Operations
Title

08/04/2021
Signature Date

Student Online Personal Protection Act (SOPPA).

Warren Township High School Vendor Contract Compliance Checklist

Vendors: The following provisions are required for contracts entered into, renewed, or amended on or after 7-1-21, if the operator is seeking in any manner any covered information from the District (105 ILCS 85/15(4), added by P.A. 101-516, eff. 7-1-21):

- a. A listing of the categories or types of covered information to be provided to the operator.

Please identify the section of the proposed contract that describes the covered information that you will need for the District:

Please See Sections 2 and 7 of the Snap! Agreement.

- b. A statement of the product or service being provided to the District by the operator.

Please identify the section of the proposed contract that describes the product/service you will provide the District: Please See Section I.A. of the Snap! Agreement.

- c. A statement that, pursuant to the federal Family Educational Rights and Privacy Act of 1974 (FERPA), the operator (1) is acting as a school official with a legitimate educational interest, (2) is performing an institutional service or function for which the District would otherwise use employees, (3) is under the direct control of the District, with respect to the use and maintenance of covered information, (4) is using the covered information only for an authorized purpose and (5) may not re-disclose covered information to third parties without the District's permission or pursuant to a court order.

Please identify the section of the proposed contract that provides the aforementioned statement:

Snap is not subject to FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) because it is not a school that receives funds under an applicable program of the U.S. Department of Education.

- d. A description of how, if a breach is attributed to the operator, any costs and expenses incurred by the District in investigating and remediating the breach will be allocated between the operator and District. The costs and expenses may include, but are not limited to: (1) providing notification to parent of those students whose covered information was compromised and to regulatory agencies or other entities as required by law or contract, (2) providing credit monitoring to those students whose covered information was exposed in a manner during the breach that a reasonable person would believe that it could impact his or her credit or financial security, (3) legal fees, audit costs, fines, and any other fees or damages imposed against the school as a result of the security

breach; and (4) providing any other notifications or fulfilling any other requirements adopted by the Ill. State Board of Education or of any other State or federal laws.

Please identify the section of the proposed contract that provides the aforementioned required description:

Snap! does not hold any such information and, as such, cannot expose the District to liability for (1), (2), (3), and (4) above.

e. A statement that the operator must delete or transfer to the school all covered information if the information is no longer needed for the purposes of the written agreement and to specify the time period in which the information must be deleted or transferred once the operator is made aware that the information is no longer needed for the purposes of the written agreement.

Please identify the section of the proposed contract that provides the aforementioned statement:

Please see Sections 3 and 5 of the Agreement.