



**Arbor Park School District 145
and QuaverEd, Inc.**

Data Privacy Addendum (Student Data Only)

This Data Privacy Addendum (the "Addendum") by and between Arbor Park School District 145 (the "School District") and QuaverEd (the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

Access to digital learning resources for students and teachers.

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide the following categories or types of School District Data to the Company in Exhibit B.

2/1/21

- 2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.
- 2.4 *Publication of Agreement and Subcontractors.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published.

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*
- 3.2 In compliance with Illinois law, if the Company is providing online curriculum to the School District, it must comply with level AA of the World Wide Web Consortium's Web Consent Accessibility Guidelines 2.1 or any revised version of those guidelines.

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this

Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data will be stored on equipment or systems located within the United States.

5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not

limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company 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 Addendum.

- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information.
- 5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.
- 5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.
- 5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District

with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the


2/1/21

collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

- 6.1.3 Sell or rent a student's information, including covered information. This *Section* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.
- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

Effective Date. The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Company




Signature
Jeffrey Bond

Name
Privacy Director

Title
10/2/2024

Date

School District



Signature
Dave Termunde

Name
CTO

Title
1/7/2025

Date

Exhibit A

Agreement

QuaverEd Terms & Conditions

1. General Terms: QuaverEd is designed for PK-8th grade educators around the world. Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account –but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Children’s Online Privacy Protection Act (COPPA) and the Americans with Disabilities Act. In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, District representative, or guardian. If you believe that a child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the suspension of the license.

2. Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

3. Email Permissions, White Listing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @QuaverEd.com be whitelisted to ensure that emails, codes, and accessibility are not hindered by District email filters. QuaverEd agrees that it will never sell your data or email to any other company, organization or person.

4. Confidentiality of Information: Except as otherwise provided in this Agreement, you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd

resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer to the extent caused by any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd immediately at info@QuaverEd.com.

5. License Term: The effective license duration for each Licensee (also referred to as the "Term") shall be noted on the User's invoice as well as within the site license User Information profile. In most instances, our license terms are July 1 – June 30, to correspond with the academic year. The term of this Agreement will last for the duration of any active license in an ordering document such as an invoice.

6. Licensing Fee: The price for each Licensee's license "Licensing Fee" is referenced on the Licensee's invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and borne by the Licensee, unless the User is Tax Exempt or other conditions apply. For subsequent renewals, QuaverEd reserves the right to increase pricing from year to year if the Consumer Price Index in the previous year increased by 5% or more. (The previous year being Jan 1 to Dec 31.) Any price increase, if necessary, will be announced on January 1.

7. Tax Exemption: Licensees of curriculum resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax-exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status. If the Licensee is not tax-exempt, QuaverEd will add the applicable taxes to the license fee.

8. Evaluation: You will have thirty (30) business days to evaluate all Services for compliance with this Agreement after QuaverEd makes them available to you for productive use. If the Services do not comply, you will inform QuaverEd, and QuaverEd will have ten (10) business days to resolve the non-compliance. If you determine that the Services and deliverables still do not comply with this Agreement, then you may either terminate this Agreement and obtain a refund or allow QuaverEd an additional opportunity to resolve the non-compliance. You owe no fees for Services that do not comply with this Agreement.

9. Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should you elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of District integration. QuaverEd

cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for data integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the QuaverEd.com site). For more on available integrations visit: <https://www.quavered.com/district-it-support/integration-support/>.

10. Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/district-it-support/integration-support/>. For supported platforms, QuaverEd provides technical support for District SSO integrations. Should you require subsequent data integrations (beyond an initial SSO integration) or a license holder request exports of data sets or special data sets, there may be a fee incurred for those services. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and obtain budget approvals and your written approval before beginning any work.

11. Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions, blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.

12. Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7AM CST to 6PM CST.

13. A Cloud-Based Software Product: Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or Smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://www.quavered.com/district-it-support/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their District IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the District, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property, Ownership, Creative Works

14. Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted – so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

15. Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

16. Limited License of Certain Commercially-Available Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

17. Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows Licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for

educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

18. Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) will remain the property of the Licensee or the student beyond the life of the license and the term of this Agreement.

19. Your Content: QuaverEd acknowledges that you or your users own all content and data uploaded to or created using the Service ("Your Content"). QuaverEd has a limited, revocable license to use Your Content as necessary to perform this Agreement and has no further rights in Your Content. QuaverEd grants you a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the materials you download or use on the Service to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the materials and to sublicense any or all of the foregoing rights to third parties. Such materials may not include in any way intellectual property owned by QuaverEd.

20. Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform concerning non-QuaverEd material, it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

21. Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

22. Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/dei/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEIA Committee and emailed to Info@QuaverEd.com.

23. Modifications due to Change in Applicable Law: The Parties will negotiate in good faith any amendment required to this Agreement that is necessary to comply with changes in the law, including COPPA, FERPA, and any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

24. No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

25. Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; or (iii) attempts any type of unauthorized advertising. QuaverEd does not

accept any liability for the unauthorized actions of licensed users. QuaverEd will not monitor or access chat or messaging features.

26. Product Warranty, Disclaimer of Warranties: QuaverEd warrants to the Licensee that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. QuaverEd will not be responsible for use of the Service by any devices not meeting the minimum technical requirements for internal memory, CPU power, or bandwidth, or for use of any device, operating system, or browser version that is unsupported by the manufacturer.

Licensee acknowledges that his/her use may be interrupted or constrained by bandwidth restrictions by the school's Internet provider, firewalls, server malfunctions, and other problems related to the Licensee's network. Whenever possible, QuaverEd will forewarn all license holders of any planned outage for maintenance or acknowledged technical problems. QuaverEd will perform all service-interrupting planned maintenance after 8:00PM and before 4:00AM pacific time. The foregoing express warranties are limited to QuaverEd and are not transferable and are in lieu of any other warranty by QuaverEd with respect to Services furnished hereunder. Quaver grants no other warranty, or fitness for a particular purpose, either express or implied.

QuaverEd warrants that the Services and content on the Services do not and will not (1) infringe the rights of any third party, including any intellectual property rights or (2) contain any malware or viruses.

27. Service Level Agreement: QuaverEd will make the licensed Service available for your use at least 97.5% of the time for the period one hour before, all during, and one hour after regular school hours, measured monthly. We will endeavor to meet that requirement 24 hours per day. QuaverEd will use its best efforts to resolve any issues causing unavailability as quickly as possible.

28. Commitment to Continuous Improvement: We reserve the right to anonymously track and report any Licensee activity inside of the QuaverEd resources using non-personally identifiable information ("Anonymous Technical Data"). We utilize this data to continually improve our services, balance server loads, and for other technical needs such as browser configuration or anticipation of challenges presented to licensed users by hardware, software or other manufacturers supplying services to the Licensee. Anonymous Technical Data consists only of non-identifying technical Service usage data and does not include any of your Confidential Information, personal information, content, communications, data subject to FERPA or COPPA, or your intellectual property ("Excluded Data"). Notwithstanding anything else in this Agreement or documents

incorporated into it, QuaverEd will not process any Excluded Data to generate Anonymous Technical Data.

29. Account Deactivation: In the event that a user does not login to their QuaverEd account for a period of 12 consecutive months, QuaverEd may deactivate the user's account for security purposes. The account may be reactivated upon user's request to QuaverEd, provided that the license to which the account is registered has not expired.

30. Termination: We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

31. Breach of Agreement: In the event that QuaverEd verifies any actions by a Licensee to intentionally and with malicious intent breach the Terms and Conditions of this Agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective thirty (30) days after written notice from QuaverEd to the Licensee, if the Licensee has not cured the breach. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

32. Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this Agreement, the Licensee is required to give written notice to QuaverEd with specific details on the allegation of failure and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license term and the Agreement is terminated. Notwithstanding anything else in this Agreement, Customer may extend the termination date of this Agreement for up to thirty (30) days upon written notice to QuaverEd. During this period, QuaverEd will use good faith efforts to assist Customer in migrating its data off the Service. QuaverEd will on request provide Customer with a file of all the Customer's proprietary data in a standard file format at no charge. Customer will continue to pay monthly fees as provided under this Agreement for the duration of the transition.

33. Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's license, QuaverEd may suspend the license until such payment is made, unless you dispute the charge. Timely notice advance will be provided thirty (30) days by QuaverEd to you before any pending suspension for non-payment.

34. Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of

either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, QuaverEd will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

35. Transfer of Rights to Successors: The rights and obligations of either Party shall not be transferable without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. All obligations of the Parties herein shall be binding upon their respective successors or assignees.

36. Jurisdiction for Disputes; Applicable Law: This Agreement is subject to STATE law without application of its conflict of law's provisions. Jurisdiction and venue for any dispute between the Parties shall be vested exclusively in COUNTY LOCATION. Both parties will comply with all applicable laws related to their performance of this Agreement.

37. Indemnification: To the extent permitted by law, QuaverEd and Licensee hereby indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and reasonable outside attorneys' fees) arising out of or connected with any third party claim, demand or action which is inconsistent with any of the warranties, representations, covenants, or agreements such party has made in this Agreement including but not limited to any claim brought by a student user (or the student's family) or any third party as a result of a failure of Licensee to obtain a valid parental consent/waiver which duly authorizes the student's use of the Services and/or materials associated with the Licensee's license.

The Party seeking indemnification will promptly notify the other Party of its request, although the Party's failure to promptly notify will not change that Party's obligations to indemnify except to the extent its ability to do so is prejudiced by the delay. The indemnified Party reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event the other Party will fully cooperate with the indemnified Party in asserting any available defenses. The Parties agree that the provisions in this section will survive termination of the Terms. Each Party may also be liable to the other Party for direct damages they cause to the other Party.

38. No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to

enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

39. Enforceability: *In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.*

40. Force Majeure Event: *In the event of an event or circumstance beyond the reasonable control of a Party such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of the Party or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake) ("Force Majeure Event"), a Party shall not be liable for failure to perform this Agreement during the period of the Force Majeure Event. Failure of a Party's vendor to perform is not a Force Majeure Event. The non-delayed Party may terminate this Agreement on written notice to the delayed Party if the Force Majeure Event lasts longer than thirty (30) days. The delayed Party will notify the non-delayed Party as soon as possible about any Force Majeure Event.*

41. Notices. *All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, as follows. If to QuaverEd, to the address set forth on the Signature Page. If to Customer, to: DISTRICT PROCUREMENT OFFICE. Either Party may change its notices address upon written notice to the other Party.*

42. Subcontractors. *Quaver will be responsible for the actions and inactions of its subcontractors and for conforming their actions to the requirements of this Agreement.*

43. No Publicity. *QuaverEd shall not use Customer's name or logo in marketing or publicity materials or for marketing or publicity purposes without their written consent.*

44. Other Provisions. *Click through, click to accept, click wrap and similar additional online and other provisions of QuaverEd purporting to establish*

2/1/21

terms between the parties are void. The Agreement may only be modified by written, signed agreement of the parties. QuaverEd will process all your data in the United States. If there is a conflict between this Agreement and any invoice, order form or other ordering document, this Agreement will take precedence. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to that subject matter.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

***If you have any questions or comments about these Terms and Conditions or our Privacy Policy, you can contact us at:
PrivacyDirector@QuaverEd.com***

Exhibit B
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>

2/1/21

	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data-Please specify	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data-Please specify:	<input type="checkbox"/>

Other

Please list each additional data element used, stored, or collected by your application:



2/1/21

None	No Student Data collected at this time. Provider will immediately notify the District if this designation is no longer applicable.	<input type="checkbox"/>

2/1/21

Exhibit C
Nature of Products or Services Provided

The Company shall be providing the following products or services to the School District:

Digital access to learning resources for teachers and students.