Weber School District's Technological Services and Systems
Memorandum of Agreement (MOA)

THIS MEMORANDUM OF AGREEMENT, executed and effective as of the 15th day of DECEMBER, 2017, by and between READ NATURALLY, INC, (the "Company"), and WEBER SCHOOL DISTRICT ("WSD"), a public school system organized and existing under the laws of the state of Utah, as authorized by the Board of Education of WSD ("WSD School Board"), a body corporate and legal subdivision of the state under the laws of Utah, recites and provides as follows. Collectively, the Company, WSD or WSD School Board are referred to hereinafter as "the Parties."

Recitals

The Company and the WSD School Board are parties to a certain agreement entitled "Read Naturally / Read Live" hereafter referred to as the "Agreement".

The Company and the WSD School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), Utah Code 53A-1, Part 14, and the overall privacy and security of student data, including Personally Identifiable Information (PII) as defined in 34 C.F.R. §99.3 and personally identifiable student data, as defined in Utah Code 53A-1-1402, hereafter referred to as "Student Information". A further purpose of this Agreement is to (a) identify of the Company as an entity acting for the WSD School Board in its performance of functions that a WSD School Board employee otherwise would perform; and (b) establish procedures for the protection of Student Information, including procedures regarding the collection, use, storage, or sharing of Student Information and procedures regarding security and security breaches.

Agreement

The Parties understand, acknowledge, and agree to the following provisions:

Confidentiality Obligations Applicable to Certain WSD Student Information. The Company hereby agrees that it shall maintain, in strict confidence and trust, all WSD Student Information. Student Information shall not be shared with any other resource or entity that is not specifically described in this Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to WSD Student Information during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all WSD Student Information. The Company shall take all reasonable steps to insure that no WSD Student Information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for WSD under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of WSD, or (c) are entitled to such WSD Student Information from the Company pursuant to court order or federal and/or Utah law. The Company shall use WSD Student Information, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such information, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (a) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the WSD Student Information as confidential; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Utah law; (c) maintain at all times a list of Authorized Representatives with access to WSD Student Information which shall be accessible to WSD at any time. WSD may conduct periodic privacy audits to confirm that policies and procedures as outlined in this Agreement are being followed.

Prohibitions on the Use of Student Information. The Company shall not engage in secondary use of Student Information. Student Information shall only be used for the purposes intended and shall not be shared, sold, or moved to other companies or organizations nor shall other companies or organization be allowed access to said information; however, the Company may sell Student Information if the Company is acquired through the purchase or, merger with or other acquisition provided the Company remains in compliance with this Agreement. The Company may not collect or use Student Information if the collection or use of the Student Information is inconstant with this Agreement. The Company may not use Student Information for targeted advertising.

Allowed. The Company may use Student Information for adaptive learning or customized student learning purposes. The Company may market an educational application or product to a parent or legal guardian of a student if the Company did not use the Student Information shared or collected on behalf of WSD to market the educational application or product. The Company may use a recommendation engine to recommend to a student content or services that relates to learning or employment, within the Company's internal application, if the recommendation is not motivated by payment or other consideration from another party. The Company may respond to a student request for information or feedback if the content of the response is not motivated by payment or other consideration from another party. The Company may use Student Information to allow or improve operability and functionality of the Company's internal application. The Company may identify for a student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if the Company obtains written consent of the parent or legal guardian or a student who is age of 18 or older or an emancipated minor.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of WSD Student Information, including procedures to (a) establish user IDs and passwords as necessary to protect such information; (b) protect all such user passwords from detection and unauthorized use; (c) prevent hostile or unauthorized intrusion that could result in data corruption, or deny service; (d) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (e) minimize system downtime; (f) notify WSD of planned system changes that may impact the security of WSD data; (g) return or destroy WSD data that exceed specified retention schedules or upon the request of WSD; (h) notify WSD of any data storage outside the United States; (i) in the event of system failure, enable immediate recovery of WSD Student Information to the previous business day. The Company guarantees that WSD Student Information shall not be sold to, accessed by, or moved by third parties.

In the event of a security breach, the Company shall (a) immediately take action to close the breach; (b) notify WSD within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the WSD Student Information compromised by the breach; (c) return compromised WSD Student Information for review; (d) provide communications on the breach to be shared with affected parties and cooperate with WSD efforts to communicate to affected parties by providing WSD with prior review of press releases and any communications to be sent to affected parties; (e) take all legally required, reasonable, and customary measures in working with WSD to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (f) cooperate with WSD by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (g) provide WSD with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of WSD Student Information of any kind, failure to follow security requirements and/or failure to safeguard WSD Student Information. The Company's compliance with the standards of this provision is subject to verification by WSD personnel or its agent at any time during the term of the Agreement. The Company shall indemnify and hold harmless the WSD School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers,

directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

Disposition of WSD Student Information Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company agrees that it promptly shall deliver to the WSD School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the WSD School Board, all required WSD Student Information or proof that all student has been deleted. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to WSD Student Information and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the WSD School Board, and shall maintain WSD data in accordance with all federal, state, and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in WSD Student Information shall survive termination of the Agreement.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and compliance with its respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

READ NATURALLY, INC

By: _____

[Name] DANIEL J. EVANS [Title] OPERATIONS MANAGER

WEBER SCHOOL DISTRICT

By: Tanya Miller Student Data Security Manager

[Name] [Title]