

McGraw-Hill Education —Raytown C-2 School District
Master Agreement

This Master Agreement (the "Agreement") is entered into by and between McGraw-Hill School Education, LLC ("MHE") and Raytown C-2 School District, 5401 Lane Avenue, Raytown MO 64133, ("Subscriber," "Customer" or "School"). It is understood and anticipated that this Agreement may govern the procurement and use of multiple products and services, including for such Products and/or Services that were provided by MHE to the District prior to the execution of this Agreement, with each such product or service to be subject to one or more Purchase Orders, issued by Subscriber and accepted by MHE. The procurement and use of each product or service will be further subject to the terms and conditions of such purchase orders, provided that in the event of any conflict between a purchase order and this Agreement, the terms of this Agreement shall prevail. Any prior, contrary, or inconsistent terms or agreement conflicting with these Terms appearing on purchase orders, acknowledgments, or other documents of the District or oral stipulations shall not be binding on the parties. The Agreement shall be effective as of the date on which both parties have signed below and communicated such signature to the other party in writing (the "Effective Date").

1. **RELATIONSHIP OF THE PARTIES.** Subscriber's End Users (as defined below) will use certain online educational products, print educational products and services (the "Services") and related content provided by MHE in connection with courses offered by Subscriber. All Services provided under this Agreement will be subject to the Service Level Agreement (attached hereto as Exhibit A), which is hereby incorporated into and made a part of this Agreement. Subscriber and/or its End Users may provide personally identifiable information of the End Users to MHE in connection with accessing and using the Services. End Users that are instructors or administrators will be required to agree to MHE's Terms of Use (attached hereto as Exhibit B) and the Privacy Notice (attached hereto as Exhibit C) before accessing the Services.
2. **DATA PRIVACY AND SECURITY.** MHE maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by MHE in connection with provision of the Services to the End Users. The MHE Data Privacy and Security Guidelines document is attached hereto as Exhibit D, and is hereby incorporated into and made a part of this Agreement.
3. **SUBSCRIBED MATERIALS.** By placing an order for digital products (the "Subscribed Materials"), Subscriber agrees to be bound by the Agreement. Subject to Subscriber's payment of the fees, MHE hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth in the Purchase Order to access and use the Subscribed Materials under the terms described in the Agreement. The subscription term for the Subscribed Materials shall be as set forth in the Purchase Order.
4. **THE SOLUTION.** MHE has developed a web-based solution that enables users to access certain online products and services offered by MHE (the "Solution") through our website (the "Website"). MHE hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Solution, and allow its End Users to access and use the Solution, through the Website, solely for educational purposes (the "License").
5. **USER NAMES AND ACCESS CODES.** MHE shall provide an individualized user name and access code to initiate access to the Solution by Subscriber's designated administrator(s) identified on the Registration Page or designated by Subscriber in writing (the "Subscriber Administrator(s)"). The Subscriber Administrator(s) shall create an individualized user name for each administrator, faculty member, and student enrolled by the Subscriber (each a designated "End User"). MHE or its third party service provider shall provide Subscriber

with an access code for the End Users to access the Solution (the "Access Code"). Subscriber shall be solely responsible for keeping an accurate record of the Access Code and user name assigned to each End User.

6. **END USER ACCESS TO MHE CONTENT.** The Solution enables Subscriber and its End Users access to certain online educational products and services (the "Services") and related content and information (together with the Services, the "MHE Content"). All use of the MHE Content is subject to the additional terms agreed to by the parties in connection with such MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. In the event MHE has any concerns about an End User's use of the Solution or the MHE Content, MHE will alert Subscriber and assist Subscriber as needed to investigate the issue to fulfill Subscriber's responsibility for its End Users' use of the Solution and the MHE Content. Subscriber will be required to register End Users that are students of Subscriber ("Students") with MHE in order to obtain access codes for the additional Services (the "Service Access Code"), and Students may then access the Solution and the MHE Content by entering their user name and the applicable Service Access Code. End Users other than Students will be required to enter their user name and Access Code to access the Solution and the MHE Content as well as agree to the Terms of Use.
7. **ADDITIONAL SERVICES.** MHE may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Subscriber may request MHE to integrate the Solution with Subscriber's learning management system ("LMS") to enable End Users to access the Solution through a single sign on process ("SSO"). Any Professional Services to be provided by MHE to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between MHE and Subscriber.
8. **APPLICABLE LAW.** The Parties agree to comply with all applicable laws and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws rules or regulations concerning the collection, use, and disclosure of Personal Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Law"). "Personal Information" means any and all information that could, individually or when combined with other information, identify an individual.
9. **SUBSCRIBER INFORMATION.** All information concerning Subscriber, and Personal Information concerning End Users (collectively, "Subscriber Information") shall belong to the Subscriber. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any needed consent to the extent required under COPPA or other Applicable Law in connection with the collection, use and/or disclosure of Personal Information from End Users; (b) providing a reasonable means for parents to review Personal Information provided by End Users to the extent required by COPPA or other Applicable Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personal Information housed by Subscriber.
10. **MHE USE OF SUBSCRIBER INFORMATION.** As a service provider to Subscriber, MHE will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Law to protect the

confidentiality, security, and integrity of Personal Information and Subscriber Information received by MHE in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that MHE has the right to use the Personal Information and Subscriber Information collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personal Information and Subscriber Information will be used by MHE for Research Purposes only in the aggregate and so that the privacy of the individual's Personal Information will be maintained. MHE shall enable Subscriber to maintain compliance with FERPA in connection with its use of the Solution. MHE acknowledges that in the course of Subscriber's use of the Services, personally identifiable information about students ("Sensitive Student Data") may be disclosed to MHE. MHE acknowledges that it will be considered a "School Official" (as that term is used in Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, and its implementing regulations) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Sensitive Student Data. Per these requirements, MHE agrees that under applicable law, regulation and policy, access to Sensitive Student Data will be limited to those officers, employees, and agents of MHE who require access to such Sensitive Student Data in order to provide the Services, and such officers, employees, and agents of MHE may use such data only for the purposes for which such data has been made available to the MHE. MHE and its contractors, suppliers and licensors shall only use Sensitive Student Data for the purpose of facilitating the performance, delivery or use of the Services.

11. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber's license with respect to the Solution and any other materials provided hereunder is only as expressly set forth in these Terms of Service. Subscriber shall have no right to use the Solution for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, MHE's right, title, and interest in the Solution.
12. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution; (b) decompiling, reverse engineering or disassembling the Solution, (c) distributing or disclosing the Solution to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution.
13. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in this Agreement. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations), MHE may terminate this Agreement on five (5) business days prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing MHE with no less than thirty (30) days prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No

sooner than one (1) year after the Effective Date of this Agreement, MHE may terminate this Agreement on at least sixty (60) days prior written notice.

14. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's right to use the Solution shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 12 ("Restrictions on Use"), this Section 14 ("Effect of Termination or Expiration"), Section 11 ("Ownership"), Section 15 ("Confidentiality"), Section 16 ("Representations and Warranties; Disclaimer"), Section 18 ("Indemnification"), Section 19 ("Miscellaneous") and Exhibit D ("**Security Guidelines**").
15. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personal Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know basis;" provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Provided, however, that nothing in this section or in this Agreement will restrict or impede Subscriber's ability to fully comply with the Missouri Sunshine Law, § 610.010, RSMo, et seq., anything in this Agreement to the contrary notwithstanding.
16. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MHE DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION ANY OTHER MATERIALS OR SOLUTION PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MHE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, , INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MHE MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE SOLUTION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MHE, ITS EMPLOYEES, OR AGENTS WILL CREATE ANY NEW OR ADDITIONAL WARRANTIES, UNLESS PURSUANT TO A SIGNED WRITING AMENDING THIS AGREEMENT. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

17. **LIABILITY.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE EXHIBITS HERETO, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF GOODWILL OR REPUTATION) OR LOSS OF DATA WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PROTECTED ENTITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE EXHIBITS HERETO, MHE'S MAXIMUM LIABILITY ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO MHE HEREUNDER. To the extent the foregoing exclusion of liability is not permitted under applicable law, the Protected Entities' liability in such case will be limited to the greatest extent permitted by law.

18. **INDEMNIFICATION.** MHE shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. *Solely to the extent permissible under applicable law, and without waiving Subscriber's sovereign immunity or any other immunity or defense otherwise available to Subscriber,* Subscriber shall indemnify and hold harmless MHE from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by MHE hereunder.

In addition to any other remedies available to Subscriber under law or equity, MHE will reimburse Subscriber in full for actual, documented costs reasonably incurred by Subscriber that are reimbursable by MHE's insurer in investigation and remediation of any Security Breach that is caused in whole or in part by MHE, its employees, or its subcontractors and that is not the fault of Subscriber, including but not limited to providing notification to individuals whose Confidential Information was compromised and to regulatory agencies or other entities as required by law; providing one year's credit monitoring to the affected individuals if any information exposed during the breach could be used to commit financial identity theft; and the payment of actual, documented reasonable legal fees, audit costs, fines, and other fees imposed against Subscriber as a result of the Security Breach. "Security Breach" means an event in which Personal Data of any student or employee of Subscriber is exposed to unauthorized disclosure, access, alteration, or use.

19. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. Except as

expressly provided herein, there are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of MHE, which consent MHE may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Subscriber: Raytown School District

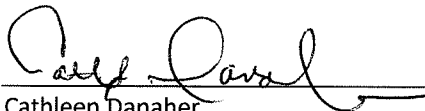
By: _____
Print Name: _____
Title: _____

Address: _____

Email: _____@_____._____

Date: _____

McGraw-Hill School Education, LLC

By: 
Cathleen Danaher
CFO

8787 Orion Place
Columbus, OH 43240

BidsandContracts@mheducation.com

Date: 3/29 /2017

Exhibit A
Service Level Agreement

This Service Level Agreement (the “SLA”) sets forth MHE’s service level obligations with respect to the Services provided pursuant to the Master Agreement by and between **McGraw-Hill School Education, LLC (“MHE”)** and Raytown C-2 School District (“**Subscriber**”) (the “**Agreement**”).

1. **Definitions.** Unless otherwise defined in this SLA, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1.01 “**Availability**”/“**Available**” shall mean the time in which there are no Outages.

1.02 “**Average Aggregate Response Time**” means the total amount of time (measured in milliseconds) to complete a user inquiry transaction, measured from the receipt of the user inquiry.

1.03 “**Incident**” shall mean a problem with the Services as more fully described in Section 4 below, to the extent such problem is not caused by an event or effect that cannot be reasonably foreseen or controlled by MHE or a breach of the Agreement by Subscriber.

1.04 “**Outage**” means the occurrence and period of time of any Priority 1 or 2 Incident (each as defined in the Section entitled Incident Management Procedure below) immediately following the Initial Response SLA until such Incident is resolved. For the avoidance of doubt, an Outage shall exclude Scheduled Downtime.

1.05 “**Scheduled Downtime**” shall mean the scheduled and approved time described in Section 2.2 below during which the Services are non-operational during a Standard Maintenance Period.

1.06 “**Standard Maintenance Period**” shall mean the regularly scheduled maintenance period during which MHE performs maintenance on the Services.

1.07 “**Total Minutes**” shall mean the total number of actual minutes in a calendar month.

2. Availability SLA

2.01 **Service Availability.** The Services will be Available for access by end users 99.9% of each calendar month during the term of the Agreement. Compliance with the Availability SLA will be measured on a calendar month basis. Availability will be calculated by dividing (i) the total number of minutes of Availability, by (ii) the Total Minutes in such month, and then multiplying that amount (the quotient) by 100.

2.02 Scheduled Downtime shall include:

- A monthly window for software maintenance with no or minimal disruption of the Service. MHE will provide advanced notification to Subscriber for planning and customer notification purposes.
- Planned downtime for scheduled maintenance on Sundays between the hours of 5:00 a.m. and 7:00 a.m. EST

3. **Average Aggregate Response Time.** The average response time will be less than five (5) seconds during any 1 hour period for MHE server response to an inquiry to access the Service.

4. **Incident Management Procedure.** MHE shall respond to Incidents in accordance with time intervals and other requirements corresponding to the applicable Incident Priority Levels set forth in the below table (each, an “Incident Response SLA”). Incident Priority Levels will be reasonably determined by MHE in a manner consistent with the below descriptions. Subscriber shall provide commercially reasonable assistance to MHE in connection with MHE’s efforts to respond to an Incident, including, but not limited to providing log files and reports to enable MHE to replicate the Incident.

Incident Priority	Incident Description	Response Time Service Level
Priority 1:	<ul style="list-style-type: none"> • Service is down or unavailable; or • Service function is so severely impacted that there is, or if the Incident is not resolved there will likely be, a halt to Subscriber’s business; or • >95% of the end users are unable to access or use the Service. 	<p>Provided that MHE receives initial notification of the Priority 1 Incident during its Hours of Operation, MHE will respond to and MHE’s engineers will commence efforts to fix Priority 1 Incident within 2 hours after such notification of such Incident. MHE shall acknowledge receipt of Subscriber’s initial notification of a Priority 1 Incident within 1 hour, and shall provide status updates every 1 hour thereafter.</p>
Priority 2:	<ul style="list-style-type: none"> • Service functionality is substantially impacted or significant Service performance degradation is experienced with high impact to Subscriber’s business operations; or • 85% to 95% of the end users are unable to access or use the Service 	<p>Provided that MHE receives initial notification of the Priority 2 Incidents during its Hours of Operation, MHE will respond to and MHE’s engineers will commence efforts to fix Priority 2 Incidents no later than 12 hours after Subscriber’s initial notification of such Incident. MHE shall provide status updates every 24 hours.</p>
Priority 3:	<ul style="list-style-type: none"> • There is a partial, non-critical impact to Service functionality or Service performance degradation with medium to low impact to Subscriber’s business operations; or • 85% of end users are unable to access or use the Service. 	<p>Provided that MHE receives initial notification of Priority 3 Incidents during its Hours of Operation, MHE will respond to Priority 3 Incidents no later than 48 hours after Subscriber’s initial notification of such Incident, during MHE’s Hours of Operation (or on the next business day, if the Incident is reported outside of MHE’s Hours of Operation). MHE shall provide Status Updates daily.</p>
Priority 4:	<ul style="list-style-type: none"> • Request for a new Service; or • Requests involving routine technical issues; or • Inquiries regarding Service capabilities; or • Notice of minor Service performance issues for which a fix or work around is available 	<p>As may be available or as may be included in a future update or version</p>

5. **Help Desk Services.** MHE shall provide to Subscriber unlimited telephone and email support during the hours of operation set forth below (the “Hours of Operation”) with respect to technical issues arising out of the Services,

and to accept initial notifications and to respond to Incident related requests from Subscriber (the "Help Desk Services"). MHE shall also be available to accept initial notifications and Incident related requests from Subscriber with respect to Priority 1 Incidents outside of MHE's Hours of Operation by way of email.

<p>Hours of Operation</p> <ul style="list-style-type: none">• 7:00 a.m. to 8:00 p.m. Eastern time, Monday through Friday	<p>Hotline Number and Incident Reporting Portal</p> <ul style="list-style-type: none">• Online Help: mheducation.force.com/CustomerSupport• Phone: (800) 437-3715• Email: epgtech@mheducation.com
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Exhibit B

McGraw-Hill Education Terms of Use (last updated: January 2016)

These terms and conditions (the "Terms of Use") apply to all web sites (the "Sites") owned and operated by McGraw-Hill Global Education Holdings, LLC, McGraw-Hill School Education Holdings, LLC, or one of our affiliated companies ("MHE" or "us" or "we"). By accessing or using any of our Sites or Services, you agree to be bound by these Terms of Use and the terms and conditions of the Privacy Notice. If you do not agree to these Terms of Use, you may not access or otherwise use the Site or the Services.

1. **PROPRIETARY SERVICES FOR REGISTERED USERS.** MHE operates electronic platforms/systems that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by MHE (the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution.

2. **RESTRICTIONS.** In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of the educational institution or the child's parents. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. **INTELLECTUAL PROPERTY.** MHE is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites, and is the owner or licensee of the content and/or information on our Sites. Except as otherwise expressly provided herein, or pursuant to the Agreement, your use of our Sites does not grant to you a license to any content or materials you may access on our Sites. Nothing contained on our Sites should be construed as granting any license or right to use any Trademark displayed on our Sites without our written permission or that of the third party rights holder.

4. **COMMUNICATIONS TO MHE AND USER GENERATED CONTENT.** Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information. Please refer to the Privacy Notice with regard to how we handle your personal information. With respect to all e-mails you send to us, including but not limited to feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information.

MHE does not and cannot review all communications and materials posted to or created by users accessing the Services (hereinafter, "User Generated Content"), and is not in any manner responsible for the content of the User Generated Content. MHE reserves the right to block or remove communications or materials that it determines to be in violation of our Community Guidelines or is offensive or otherwise unacceptable to MHE in its sole discretion.

You own the rights to anything you post to the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

5. **COMMUNITY GUIDELINES.** While using our Sites and the Services, you agree not to:

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- use our Sites or the Services in violation of any applicable law;
- use our Sites or the Services or features in violation of MHE's or any third party's intellectual property or other proprietary, personal or legal rights;
- obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through our Sites through any means;
- attempt to gain unauthorized access to other computer systems through our Sites;
- impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our Sites or the Services, or any content thereof, or make unauthorized use thereof;
- use our Sites in any manner that could damage, disable, overburden, or impair our Sites or interfere with any other party's use and enjoyment of our Sites;
- obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through our Sites.

6. NO WARRANTIES. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES OR THE SERVICE. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITES, THE CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MHE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MHE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

7. EXTERNAL WEBSITES. Our Sites may contain links to third-party websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites.

8. [INTENTIONALLY OMITTED].

9. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw-Hill Education, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. **TERMINATION OF THE AGREEMENT.** Subject to the Agreement, we reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to the Services and/or all or any part of our Sites, at any time and for any reason without prior notice or liability.

12. **MISCELLANEOUS.** If any provision of this Terms of Use is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to MHE," "No Warranties," "Indemnification," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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Exhibit C
McGraw-Hill Education Student Data Privacy Notice

Introduction

As a global leader in providing digital learning systems for educators and students, McGraw-Hill Education is deeply committed to protecting the privacy of their customers and their students. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect personal information that we use to provide, maintain and improve the solution. We are providing the below information so that you can understand how we protect and use your information. If you are under 18, we suggest that you review this information with your parents. Your school is ultimately responsible for your information, so we encourage you to reach out to your school if you have any questions or concerns about your privacy. Should the below information change, we will update it here, but more importantly, we will notify your school in writing and obtain their consent before implementing any new practices that affect your privacy beyond what is described.

This information applies to all students who use our digital learning system. Educational institutions are best able to provide you with a full understanding of their privacy practices and more information on how their students' PII is collected, shared, and used. To obtain more detailed information about how PII is collected, used, and shared by or on behalf of an educational institution, please contact the appropriate individual at that institution.

What is personally identifiable information (PII)?

Personally Identifiable Information, or PII, is information that can identify you, or when combined with other information can be used to identify you.

Personally identifiable information, or PII, is information that can be used to identify you, such as your name, address, or ID numbers. PII also includes information that can be combined to identify you, such as your date of birth and birthplace. Any information that is combined with PII is also considered PII as long as it is linked to PII. For example, we couldn't identify you based on your grade level, however grade level is PII as long as it is connected to you.

What PII do we collect and how do we use it?

We collect PII, such as contact information and education details, in order to provide you with the product and/or service requested.

We only collect the information we require to provide, maintain and improve the digital learning solution you use. When you register, or are registered within one of our digital learning solutions, we typically only collect your name, school, instructor, class, and login information. However, once you begin using one of our solutions, we collect your input to questions, technical specifications, and other information about how you use the solution. As mentioned above, we use this information to provide you with the solution, as well as maintain and improve the solution.

What other information do we collect?

We may also collect computer metadata and content to provide, improve, and maintain our products and services.

When you use our digital learning systems, we collect information without you having to enter it through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent. This information is also used to enable the functions of the digital learning system, as well as customize, maintain, and improve our digital learning systems. You may disable cookies via your browser or third party mechanisms. However, some features of our digital learning systems may not function properly without them. Third party cookies that may be used include Google Analytics and Webtrends.

If you access our web sites from the European Union, you will be presented with an additional notification regarding cookies and will be provided with an opportunity to approve the use of cookies.

You can change your Web browser's Internet preferences to disable or delete cookies, although that may affect certain functions on this site. To learn how to manage your cookies, please follow the instructions from your specific browser, or follow the links below:

[Internet Explorer](#)

[Firefox](#)

[Chrome](#)

[Safari](#)

[Opera](#)

Do we use your PII to market to you?

We will not sell your PII or market to you using PII from our digital learning systems.

We will not sell your PII to other organizations, nor will we send you advertisements using the information we collect while you use the solution. In addition, we will not share this information with any third party unless they are assisting us with providing, maintaining or improving the solution. If we do share your information, we only share it with those organizations that can commit to the same levels of privacy and security that we do.

When do we share your PII with third parties?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the Service to you. Those business partners will be given limited access to the PII that is reasonably necessary to deliver the Service, and we will require that such third parties follow the same privacy and security practices as McGraw-Hill Education.

Business Transfer – In the event of a sale, merger or acquisition, we may transfer your PII to a separate entity. This entity will be responsible for ensuring that your PII is used only for authorized purposes and by authorized persons in a manner consistent with the choices customers and prospects have made under this Policy, and that security, integrity and privacy of the information is maintained.

Agents/Service providers – Sometimes we hire other companies to perform certain business-related functions for us. In certain instances, we provide these companies with access to your PII in order for them to perform their

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functions. However, we limit that access to only information required to perform their specific function, and we contractually require that these organizations follow the same privacy and security requirements.

Affiliates – McGraw-Hill Education is a global corporation that consists of multiple organizations. In some instances, we may share your PII between organizations within McGraw-Hill Education to provide, maintain, and improve our products and services.

Customers – As we are a service provider to your school, we may share your data with approved individuals at your school, such as administrators or educators

Law Enforcement – In the event that McGraw-Hill Education receives a legal demand for customer data from a law enforcement agency that requests will only be honored if:

The request complies with all laws and clearly establishes the legal need for disclosure.

The request is related to a specific investigation and specific user accounts are implicated in that investigation.

Whenever legally permissible, users shall receive notice that their information is being requested.

What privacy controls and choices do we offer you?

You may contact customer service to review or correct your PII.

Reviewing & correcting your information – We strive to ensure that the PII we have about you is accurate and current. However, since McGraw-Hill Education is a service provider to your school, please contact the appropriate contact at your school if you want to review your account information, or believe that the PII we have about you is inaccurate.

Consent – As noted above, your educational institution is ultimately responsible for the privacy of your PII. MHE obtains consent from your institution to collect, process, and store your PII. If you have any questions regarding the collection and use of your PII, please contact the appropriate individual at your educational institution.

How do we protect your PII?

Our IT security team has established reasonable security measures to protect your PII.

We use reasonable security measures to protect your PII from unauthorized access and use.

Can you delete your PII?

You may request that we delete your PII through your school, however you should be aware this may limit your ability to use our products or services.

We can delete your information at the request of your school. Since your school has hired us to manage this information for them, we ask that you or your parent make any request directly to your school. Please know that if we do receive a request to delete your information, you may no longer be able to access or use the digital learning solution.

When do we store, transfer or process PII internationally?

McGraw-Hill Education is a global organization based in the U.S. Your PII will be stored and processed solely in the U.S.

Exhibit D

5.01 Data Privacy and Security Guidelines

This Data Privacy and Security Guidelines (“**DPSG**” or “**Security Guidelines**”) document sets forth the duties and obligations of MHE (defined below) with respect to Personally Identifiable Information (defined below). In the event of any inconsistencies between the DPSG and any other part of the Agreement (defined below), the parties agree that the DPSG will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions.

- a. **"Agreement"** means the Agreement between the McGraw-Hill Education entity (“**MHE**”) and Subscriber to which these Security Guidelines are referenced and made a part thereof
- b. **"Applicable Laws"** means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personally Identifiable Information
- c. **"End User Data"** means the data provided to or collected by MHE in connection with MHE’s obligations to provide the Services under the Agreement
- d. **"Personally Identifiable Information"** or **"PII"** means information provided to MHE in connection with MHE’s obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws or (iv) information that can be combined to identify you, such as your date of birth and birthplace or (v) any information that is combined with PII is also considered PII as long as it is linked to PII. For the avoidance of doubt, PII does not include aggregate, anonymized data derived from an identified or identifiable individual
- e. **"Processing of PII"** means any operation or set of operations which is performed upon PII, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction
- f. **"Third Party"** means any entity (including, without limitation, any affiliate, subsidiary and parent of MHE) that is acting on behalf of, and is authorized by, MHE to receive and use PII in connection with MHE’s obligations to provide the Services
- g. **"Security Incident"** means the unlawful access to, acquisition of, disclosure of, loss, or use of PII
- h. **"Services"** means any services and/or products provided by MHE in accordance with the Agreement

2. Assignment and Delegation

To the extent that MHE is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, MHE is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in these Security Guidelines, provided however that MHE will remain ultimately responsible for such duties and obligations.

3. Confidentiality and Non-Use; Consents.

- a. MHE agrees that the PII is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or this DPSG, MHE shall not Process PII for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.
- b. MHE shall maintain PII confidential, in accordance with the terms set forth in this Security Guidelines and Applicable Laws. MHE shall require all of its employees authorized by MHE to access PII and all Third Parties to comply with (i) limitations consistent with the foregoing, and (ii) all Applicable Laws.

- c. Subscriber represents and warrants that in connection with any PII provided directly by Subscriber to MHE, Subscriber shall be solely responsible for (i) any required notice to End Users that MHE will Process their PII in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

4. Data Storage/Maintenance.

The Parties agree that all data collected or held by MHE (including but not limited to Subscriber students' names and other information) shall be stored within the United States of America. The Parties further agree that MHE shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.

5. Data Ownership.

The Parties agree that, notwithstanding MHE's possession of or control over Subscriber data, the Subscriber maintains ownership of all data that the Subscriber provides to MHE or that MHE collects from the Subscriber, with the exception of Aggregate Data. MHE further agrees that Subscriber data cannot be used by MHE for marketing, advertising, or data mining, or shared with any third Parties unless allowed by law and expressly authorized by the Subscriber in writing. Notwithstanding the foregoing, MHE may require certain of its affiliates, subsidiaries, parent and contractors and their respective employees acting on MHE's behalf to receive and use personally identifiable information in connection with MHE's obligations to provide the Services. Personally identifiable information does not include aggregated deidentified information ("Aggregate Data") used by MHE for the following purposes: to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of MHE's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

6. Data Security.

MHE shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of End User Data, including PII. MHE's security measures include the following:

- a. MHE agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure End User Data from Subscriber, including PII, from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files.
- b. Access to PII is restricted solely to MHE's staff who need such access to carry out the responsibilities of MHE under the Agreement. MHE will, promptly upon request, outline for Subscriber the steps and processes that MHE takes to prevent post-employment data breaches by MHE employees after their employment with MHE has ended.
- c. MHE agrees to conduct commercially reasonable background checks on all MHE employees, contractors, or agents prior to granting access to PII
- d. Access to computer applications and PII are managed through appropriate user ID/password procedures
- e. Access to PII is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber's responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such PII)
- f. Data is encrypted in transmission (including via web interface) at no less than 128-bit level encryption
- g. MHE or an MHE authorized party performs a security scan of the application, computer systems and network housing PII using a commercially available security scanning system on a periodic basis
- h. Data portals are secured through the use of verified digital certificates.

7. Data Security Breach.

- a. In the event that MHE has reason to believe a Security Incident has occurred, MHE shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) upon determination that a Security Incident did in fact occur, timely provide any notifications to Subscriber and, in coordination with Subscriber but at MHE's sole cost, individuals affected by the Security Incident that either MHE or Subscriber is required by law to provide, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement. Except to the extent prohibited by Applicable Laws or law enforcement, MHE shall, as soon as reasonably possible after any Security Incident and upon Subscriber's written request, provide Subscriber with a written description of the Security Incident and the type of data that was the subject of the Security Incident. This includes any data not identified as PII, but nonetheless associated with an identified user.
- b. MHE will use reasonable efforts to cooperate with the Subscriber' investigation of the Security Incident.

8. Security Questionnaire.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE shall respond to security questionnaires provided by Subscriber, with regard to MHE's information security program applicable to the Services, provided that such information is available in the ordinary course of business for MHE and it is not subject to any restrictions pursuant to MHE's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise MHE's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall MHE be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of MHE and shall be treated as such by the Subscriber.

Data Dictionary.

Upon Subscriber's written request MHE will provide the Subscriber with a personally identifiable data inventory that inventories all personally identifiable data fields and confirms personally identifiable data is encrypted within MHE's platform maintaining collected Subscriber data.

9. Security Audit.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE's data security measures may be reviewed by Subscriber through an informal audit of policies and procedures or through an independent auditor's inspection of security methods used within MHE's infrastructure, storage, and other physical security, any such audit to be at Subscriber's sole expense and subject to a mutually agreeable confidentiality agreement and at mutually agreeable timing, or, alternatively, MHE may provide Subscriber with a copy of any third party audit that MHE may have commissioned .

10. Records Retention and Disposal.

- a. MHE will use commercially reasonable efforts to retain End User Data in accordance with MHE's End User Data retention policies.
- b. MHE will use commercially reasonable efforts to regularly back up the Subscriber and End User Data and retain any such backup copies for a minimum of 12 months.
- c. In the event the Agreement is terminated, upon written request any Subscriber data within MHE's possession or control must be provided to the Subscriber and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, MHE agrees not to attempt to re-identify de-

identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Subscriber data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Subscriber. If Subscriber data is restored from a back-up after the Parties' termination of their agreement for MHE's services, then that data must also be de-identified/deleted.

11. Cyber Security Insurance.

MHE will provide to the Subscriber a certificate of insurance including Cyber Security Insurance coverages. MHE's Cyber Security Insurance Coverage shall include Subscriber as an additional insured and shall cover a breach relating to all student data, including PII.

12. MHE Visits to Subscriber Property.

The Parties recognize that certain MHE employees, contractors, or agents may visit the Subscriber's property in order to obtain the necessary information for the provision of MHE's services. In the event that a MHE employee must be unsupervised on Subscriber's property, the Parties agree that, before any such visits to the Subscriber occur, all visiting MHE employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. MHE employees will not conduct or attend meetings at Subscriber's property without supervision. MHE further warrants and agrees that its employees, contractors, or agents who visit the Subscriber will not have contact or interact with the Subscriber's students. MHE will indemnify, defend, and hold the Subscriber, its board members, administrators, employees and agents harmless from and against liability for any and all third-party claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly from the acts or omissions of MHE or its employees, contractors, agents, or subcontractors in connection with unsupervised visits to the Subscriber's property as described herein.