

ONLINE HOSTED SOFTWARE SERVICES AGREEMENT

This Online Hosted Software Services Agreement (“Agreement”) dated 02/09/2021 is entered into by and between n2y LLC, an Ohio Limited Liability Company at 909 University Drive South, Huron Ohio, 44839 (“n2y”, “Company” or “Software Provider”) and Raytown Quality Schools at 6608 Raytown Road, Raytown, Missouri 64133 (the “District”), collectively referred to as the “parties.” 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 Company 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 the District and accepted by Company. 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. This 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”).

RECITALS

WHEREAS, Software Provider develops and markets online hosted software services (the “Software Services”) which are made digitally accessible via the internet, and

WHEREAS, the District wishes to make the Software Services available to a portion of its student population;

WHEREAS, Software Provider represents itself able and, for valid consideration, willing to provide such services to the District;

Now, THEREFORE, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby enter into this Agreement for Software Provider to provide to the District the Software Services as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein n2y’s standard Terms of Use, Privacy and Confidentiality attached hereto as Appendix C, the Scope of Services attached hereto as Appendix A and the Data Governance Addendum for District Data of the Raytown C-2 School District, incorporated herein as Appendix B.

A. SERVICES SOFTWARE PROVIDER AGREES TO PROVIDE

Software Provider agrees to provide the District with the Software Services as set forth in Appendix A (“Scope of Services”).

B. COMPENSATION

As compensation for the Software Services, District agrees to pay Software Provider the amount agreed upon in a sales contract or Purchase Order within 30 days of invoice.

C. SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Unless otherwise agreed upon in writing between you and n2y, your subscription will not automatically renew unless you notify n2y in writing at least 30 days prior to the expiration of same. Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted (or denied) in n2y’s sole discretion). In the event you fail to pay your renewal fee in full

within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt. **PLEASE NOTE: ANY GRACE PERIOD, IF GRANTEED, IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.**

D. PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that any current and future subcontractors and business partners operate in a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at www.studentprivacypledge.org.

E. NOTICE TO PARTIES

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	
HEAD OF SITE/DEPARTMENT	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL ADDRESS	

NOTICE TO THE SOFTWARE PROVIDER:

SOFTWARE PROVIDER	n2y LLC
CONTACT NAME	David Swank, Chief Financial Officer
STREET ADDRESS	909 University Drive South
CITY, STATE, ZIP	Huron, Ohio 44839
TELEPHONE	419 433-9800
EMAIL ADDRESS	bids@n2y.com

F. NO WAIVER

The failure of the parties to enforce any terms and conditions of this Agreement or to respond to any breach shall not in any way be deemed a waiver of the parties' right to enforce any terms or conditions of this Agreement.

G. GOVERNING LAWS AND VENUE

The parties agree that the laws of the State of Missouri without regards to principles of conflict of laws, will govern this Agreement and any dispute that may arise between District and Software Provided.

Further, the parties expressly agree that exclusive jurisdiction for any dispute resides in the courts of Jackson County, Missouri.

To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Agreement or any breach thereof, shall be settled by informal mediation with the parties subject to this Agreement. If any controversy cannot be resolved through informal mediation, any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue Company expressly agrees. The prevailing party in any such action shall be entitled to recover attorney's fees and court costs from the non-prevailing party.

H. SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

I. INDEMNITY

Company agrees to indemnify and hold harmless the District from, against and in respect to any and all claims, losses, or liabilities involving a claim or action brought against the District by a third party for damages incurred or suffered, directly or indirectly, arising from or relating to [GOODS OR SERVICES], as is contemplated under this Agreement.

J. Force Majeure

If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

K. Compliance with Laws and District Board Policy

Company, at Company's sole cost, shall comply with all present and future laws, ordinances, rules, regulations and District Board Policy.

L. Federal Work Authorization Program

Prior to commencement of any work contemplated under this Agreement, Company shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Company shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

M. Immunity

No provision of this agreement shall be construed in such a way as to waive or terminate the statutory or common law immunities enjoyed by District. District shall retain all immunities, including those immunities contained within Missouri Revised Statute § 537.600 et.seq.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on _____, 2021.


For :
n2y LLC

For:
Raytown Quality Schools

APPROVED:

APPROVED:

BY: 
Authorized Signature
David Swank
Chief Financial Officer


BY: _____
NAME: Brian Huff
TITLE: Associate Sup CDE

**APPENDIX A
SCOPE OF SERVICES**

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Appendix B

Data Governance Addendum for District Data of the Raytown C-2 School District

This Agreement is between N2Y LLC (COMPANY) and Raytown Quality Schools (District) and is effective as of the Effective Date.

Definitions.

- **FERPA**: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
- **Security Breach (Security Incident)**: means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s), Personally Identifiable Information, User Data or other district confidential information.
- **Personally Identifiable Information (PII)**: includes but is not limited to (a) student's name; (b) name of the student's parent or other family members; (c) address of the student or student's family; (d) a personal identifier, such as the student's social security number, student number, or biometric record; and (e) other indirect personal identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) "medical information" as may be defined in state law; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (h) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (i) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (j) other financial account numbers, access codes, driver's license numbers; (k) and state- or federal-identification numbers such as passport, visa or state identity card numbers; (l) personal identifiable information as defined by COPPA, including but not limited to online contact information like an email address or other identifier that permits someone to contact a person directly (for example, an IM identifier, VoIP identifier, or video chat identifier), screen name or user name where it functions as online contact information, telephone number, persistent identifier that can be used to recognize a user over time and across different sites (including a cookie number, an IP address, a processor or device serial number, or a unique device identifier), a photo, video, or audio file containing a child's image or voice, geolocation information sufficient to identify a street name and city or town; or other information about the child or parent that is collected from the child and is combined with one of these identifiers.
- **Student Education Record**: means identifiable information, including but not limited to PII, of Subscriber's students that may be considered part of an educational record as defined by FERPA, district policy, and any applicable state law.
- **Anonymized Data**: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g.

goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

- **De-identified Data (Pseudonymized Data):** means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures. Attributions may include, but are not limited to: name, ID numbers, date of birth, demographic information, location information, and/or any other unique metadata.
- **User Data (District Data):** any data provided by the District or collected from the District or authorized users, PII, metadata, user content and/or any data part of a student education record that is not anonymized or de-identified. Since the District maintains ownership of all data, this will also be referred to as District Data.

Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Agreement, Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

Designation: Raytown Quality Schools hereby designates n2y LLC as a “school official” with “legitimate educational interests” in the District’s records, as those terms have been defined under FERPA and its implementing regulations, and Company agrees to abide by the FERPA limitations and requirements imposed upon school officials. Company and District acknowledge that Company will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in Agreement. Company shall not resell Student Education Records or use Student Education Records for targeted student advertising or disclose to third parties any Student Education Records without the written consent of District. District grants permission to Company and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.

Compliance with Federal and State Confidentiality and Privacy Laws: Company and the District agree and understand that this Agreement must be in compliance with all federal and state confidentiality and privacy laws which includes, but is not limited to: the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); Protection of Pupil Rights Amendment (“PPRA”) (20 U.S.C. § 1232h; 34 CFR Part 98), all of them which may be in effect or amended from time to time, including any successor statute and its implementing regulations and rules. In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law.

- Company shall be responsible for the timing, content, and costs of such legally-required notifications that arise as a result of Company’s failure to comply with its obligations as a Service Provider under COPPA, FERPA or other applicable laws. Furthermore,

Company shall be responsible for the cost of investigating the above non-compliance, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of the non-compliance.

Data Governance:

Limited Collection, Disclosure, Access and Use:

- **Confidentiality:** Company and its officers, employees, and agents agrees to hold district data in strict confidence and use the data only for the limited purpose outlined in the Agreement.
- **Non-Disclosure:** Company affirms that its services will be conducted in a manner that does not disclose Customer data to anyone who is not an authorized representative of the Company.
- **Data Collection:** Company will only collect data necessary to fulfill its duties as outline in this Agreement.
- **Data Use:** Company will use data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. The approval to use District data for one purpose does not confer approval to use the data for another or different purpose.
- **Access Records:** Company will keep true and complete records of any and all data received, exchanged and shared between and amongst its employees, agents, subcontractors and volunteers.
- **Sub-processors (Contractors and Agents):** Company shall enter into written agreements with all Sub-processors performing functions pursuant to this Agreement, whereby the Sub-processors agree to protect District User Data in a manner consistent with the terms of this Agreement.
- **De-Identified Data:** De-identified information may be used by the Company for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public would be able to use de-identified data. The Company and District agree that the Company cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Company agrees not to attempt to re-identify de-identified User Data and not to transfer de-identified User Data to any party unless (a) that party agrees in writing not to attempt re-identification, (b) Company can guarantee that the party has not been provided any other de-identified information, that in combination with other provided information can be used to re-identify User Data and (c) prior written notice has been given to the District who has provided prior written consent for such transfer.
- **Company Access to District Data.** The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of District data to those individuals who have a legitimate need to access District data in order to provide required support of the system or services to the District under the Agreement. Company warrants that all of its

employees, contractors, or agents who have such access to confidential District data will be properly vetted, including background checks, to ensure that such individuals have no significant criminal history.

- Employee Obligation: Company shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Agreement. Company agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to District Data.
- Employee Training: Company shall provide periodic security training to those of its employees who operate or have access to the system.

Data Storage/Maintenance. The parties agree that all data collected or held by Company (including but not limited to District students' names and other information) shall be stored within the United States of America. No data may be stored or backed up outside of the continental United States.

Data Security: Company shall maintain and process all data in a secure manner using industry best practices regarding technical, physical, and administrative safeguards. Company utilize appropriate administrative, physical and technical safeguards to secure data from unauthorized access, disclosure, and use. Company will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

Data Encryption. In conducting data transactions and transfers with the District, Company will ensure that all such transaction and transfers are encrypted.

Data Portals. Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.

Data Breach. Company agrees that it will implement industry best practices in administrative, physical and technical safeguards designed to secure User Data and District 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. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed, or had disclosed to it, User Data that the District provided Company or that Company collected from District or its authorized users, ("Security Incident"), then Company will promptly (within five (5) business days), subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the District and will use reasonable efforts to cooperate with the District's investigation of the Security Incident.

- If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the District's investigation and third-party notifications, if any, at the District's direction and expense.
- Company shall be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of a Security Incident.
- Company shall also be required to outline for the District the steps and processes that

Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

- Company further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of User Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.

Cyber Security Insurance. Company will provide to the District a certificate of insurance including Cyber Security Insurance coverage for Data Breach.

Data Dictionary. Company will provide the District with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected District data.

Data Ownership. The parties agree that, notwithstanding Company's possession of or physical control over District data, the District maintains ownership and control of all data that the District provides to Company or that Company collects from the District and/or authorized users. Company further agrees that District data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the District in writing.

- Parent Access: District has established procedures by which a parent, legal guardian, or eligible student may review education records and correct erroneous information. Company shall cooperate and respond within ten (10) days to the District's request for User Data and/or Education Records held by Company to view or correct as necessary. In the event that a parent or other individual contacts the Company to review any User Data, Company shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
- Third Party Access: Should a Third Party, including, but not limited to law enforcement, former employees of the District, current employees of the District, and government entities, contact Company with a request for data held by the Company pursuant to the Services, the Company shall redirect the Third Party to request the data directly from the District and shall cooperate with the District to collect the required information. Company shall notify the District in advance of a compelled disclosure to a Third Party, unless legally prohibited.

Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Company's services, upon written request any District data within Company's possession or control must be provided to the District 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, Company 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 District data is disclosed without de-identifying the same as required herein, written notice shall be provided to the District. If District data is restored from a back-up after the parties' termination of their agreement for Company's services, then that data must also be de-identified/deleted.

Company Visits to District Property. The parties recognize that certain Company employees, contractors, or agents may visit the District's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on District's property, the parties agree that, before any such visits to the District occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company further warrants and agrees that its employees, contractors, or agents who visit the District will not have contact or interact with the District's students. Company will indemnify, defend, and hold the District, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the District's property as described herein.

Appendix C

TERMS OF USE, PRIVACY, AND CONFIDENTIALITY

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DISCLAIMER OF WARRANTIES

This website and its accompanying materials and content (including instructions for use) are provided “as is” and without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. No oral or written information or advice given by n2y shall create a warranty and you may not rely on any such information or advice.

LIMITATION OF LIABILITY

n2y does not warrant, guarantee, or make any representations regarding the use, or the results of use, of this website and its accompanying materials and content in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of this website and its accompanying materials and content is assumed by you. Except as expressed in Appendix B, if this website and its accompanying materials and content are defective, n2y's sole responsibility shall be the replacement of the defective subscription, materials or content and you shall have no

further remedy relating to the defect.

Except for liability n2y is responsible for in Appendix B, n2y shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if n2y has been advised of the possibility of such damages), resulting from:

(a) the use of or the inability to use this website and its accompanying materials and content; (b) the cost of procurement of substitute goods and services resulting from any inability to use this website and its accompanying materials and content; (c) statements or conduct of any third party on this website or its accompanying materials and content; or (d) any other matter relating to this website and its accompanying materials and content.

n2y is committed to protecting its subscribers' PII as detailed in this Agreement.

CONFIDENTIALITY

This website and its accompanying materials and content contain information and images confidential and proprietary to n2y, including, but not limited to, marketing information, product information, advertising and teacher and student data ("Confidential Information"). Accessing, using, copying, distributing, disseminating and changing Confidential Information is subject to n2y policies, restrictions and procedures regarding confidentiality, including, but not limited to, the policies set forth herein.

Only Authorized Users may access and/or use the Confidential Information contained on this website. If you have accessed this website and its accompanying materials and content without authorization, you are unlawfully and wrongfully doing so. By proceeding to use this website and its accompanying materials and content, you represent that you are an Authorized User and that you have no personal or proprietary interest in the Confidential Information. If you do not agree to such terms, you are prohibited from using and accessing this website and its accompanying materials and content.

You have been given access to the Confidential Information based upon your representation that you have a need for such access and that you will only use such Confidential Information for authorized use. You shall not allow any unauthorized person or entity access to this website and its accompanying materials and content (including, but not limited to, the Confidential Information) under your personal username and/or security password. You understand that any violation of these terms could result in disciplinary, legal and/or other action against you. You assume any and all liability for the acts of any unauthorized user to whom you provided access to this website and its accompanying materials and content.

If disclosure of any of the Confidential Information is requested pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, you will assert the privilege applicable to confidential business and proprietary information and will refuse to respond (to the fullest extent allowed by law). You will promptly advise your employer (or the party providing you with access to this website and its accompanying materials and content) and n2y in writing of any such request for disclosure.

Unless otherwise prohibited by law, you agree to indemnify and hold harmless n2y from and against all liabilities, injuries, damages, losses, costs (including, but not limited to, court costs and attorneys'

fees), fines, penalties and expenses directly or indirectly resulting from the input of unsolicited Confidential Information saved in free-form text entry fields by yourself or any other person authorized to enter information on your behalf.

USAGE POLICY

Authorized Users may use the materials and content and the Confidential Information on this website solely for their personal use. Accessing, using, copying, distributing, disseminating and/or changing Confidential Information is subject to your underlying agreement with n2y and your compliance with this Agreement. Failure to comply with your underlying agreement with n2y or this Agreement may subject you and/or your company to immediate termination of access rights to this website and its accompanying materials and content and/or any other actions n2y may deem appropriate. Upon expiration of your subscription, all Authorized User accounts associated with your subscription will be automatically inactivated.

Authorized Users include (but are not limited to) students with a student login credential. Deactivation of a customer's account will also deactivate any associated student login credentials.

Please note that with respect to usage of the Unique Learning System®, News-2-You®, SymbolStix PRIME®, L3 Skills® and Positivity® the maximum number of students that may utilize the materials and content under a single license is 15.

DATE OF COMMENCEMENT OF SUBSCRIPTION

You have the option to delay commencement of your subscription to a date no later than 90 days from the date of said agreement. If a delayed commencement of subscription date is not elected and actually selected and identified on the date of your underlying agreement with n2y, your subscription shall be effective immediately.

SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Unless otherwise agreed upon in writing between you and n2y, your subscription will not automatically renew unless you notify n2y in writing at least 30 days prior to the expiration of same. Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted (or denied) in n2y's sole discretion). In the event you fail to pay your renewal fee in full within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt.

PLEASE NOTE: THE GRACE PERIOD IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.

PRIVACY AND SECURITY

Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration and use. n2y will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Data residing on the n2y server is password protected, and account access is provided only to Authorized Users. However, the safety and security of your data also depends on you. You should not upload or send to n2y sensitive information via email, as this is not secure. You are also responsible for keeping account usernames and passwords confidential. Please notify n2y if you become aware that data has been lost, stolen, or used without permission; n2y may disable access to an account in order to prevent an unauthorized third party from obtaining access to same.

THIRD PARTIES

n2y will not distribute or otherwise disclose any personally identifiable information ("PII") (as defined below) to any third party without the prior written consent of an applicable customer. n2y does not sell PII to third parties. n2y shall ensure that any third party that handles PII agrees to comply with this Agreement.

FERPA AND PII

FERPA protects the privacy interests of students in their education records. It controls the disclosure of a student's PII from education records without the consent of the parent or eligible student. Per Federal regulation, PII includes (but is not limited to) a student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who an educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. Examples of the types of PII, student data and other data that n2y may acquire include: name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, , login, and more.

It is n2y's policy to limit access to this website and its materials and content through secured interfaces that require user authentication and to have in place reasonable support measures to protect PII.

COPPA

The Children's Online Privacy Protection Act of 1998 ("COPPA") regulates the online collection, use

and/or disclosure of personal information from and about children under the age of 13 on the internet.

The parties recognize and agree that with respect to the Children's Online Privacy Protection Act ("COPPA"), the District gives its consent to Company on behalf of parents of children from whom any personal information shall be gathered, as contemplated under the Agreement. As the agreement only contemplates the collection of personal information from children under the age of thirteen (13) for educational purposes, for the use and benefit of the school, and for no other commercial purpose, the parties recognize that COPPA does not require that the Company obtain consent from parents directly. As such, notwithstanding any other provision in the Agreement to the contrary, the District shall not be responsible under the terms of this Agreement to collect consent from individual parents.

CALIFORNIA CONSUMER PRIVACY ACT OF 2018 NOTICE ("CCPA")

What is the CCPA?

The California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA") is a law enacted in the State of California with an effective date of January 1, 2020. The CCPA generally expands upon the privacy rights available to California citizens and requires certain companies to comply with various data protection requirements. The detailed text of the law are available at: [TITLE 1.81.5. California Consumer Privacy Act of 2018 \[1798.100 - 1798.199\]](#)

The CCPA grants Californian consumers new rights with respect to the collection of their Personal Information (as defined herein) and requires companies to comply with certain obligations, including:

- The consumer's right to receive a copy, in a readily usable format, of the specific Personal Information collected about them during the twelve (12) months prior to their request;
- The consumer's right to know a business's data collection practices, including the categories of personal information it has collected, the source of the information, the business's use of the information, and to whom the business disclosed the information it has collected about the consumer;
- The consumer's right to have such personal information deleted (with exceptions);
- The consumer's right to know the business' data sale practices and to request that their personal information not be sold to third parties;
- A prohibition on businesses on discrimination for exercising a consumer right; and
- An obligation on businesses to notify a consumer of their rights.

What is Personal Information?

The CCPA defines "Personal Information" as information that "identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular" California consumer or household. Personal information does not include publicly available information or consumer information that is de-identified or aggregate consumer information.

How does the CCPA apply to n2y customers?

n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for no commercial purpose other than the performance of such obligations and improvement of the services we provide.

n2y does not "sell" our customer's Personal Information as currently defined under the CCPA, meaning that we also do not rent, disclose, release, transfer, make available or otherwise communicate that Personal Information to a third party for monetary or other valuable consideration. n2y may share aggregated and/or anonymized information regarding use of the service(s) with third parties to help us develop and improve the services and provide our customers with more relevant content and service offerings.

What Personal Information Does n2y Collect, for What Purpose, from Whom, and Do We Disclose it to Service Providers?

Personal Information is collected in n2y's system directly by its customers who use the data in the solutions. It is also collected by n2y to provide and develop our products and services. n2y works to maintain the trust and confidence consumers demonstrate when they share their personal information in the solutions. The chart below describes the categories of Personal Information as described in CPPA, the purpose of data collection in n2y's solutions, the source of the Personal Information, and whether n2y discloses the Personal Information for business purposes:

CPPA Categories	CPPA Descriptions/Examples	Relevance to n2y Terms of Use and Data Privacy	Purpose of Collection	Source of Collection	Disclosed to Service Provider for Business Purpose
Identifiers	name or alias, address, IP address, email, account name, and other identifiers such as social security, driver's license, or passport number, id. § 1798.140(o)(1)(A);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Customers use of the products and services Product sales process Product servicing and support Marketing Product development Corporate Administration/Operations	Customers interacting with the products and product support services. Consumers interacting with marketing services. n2y employees interacting with operations systems and processes.	Yes

<p>Personal information categories listed in the California Customer Records Statute</p>	<p>"any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to," signature, physical characteristics, education, employment or employment history, and financial, medical or health insurance information, as well as the following numbers: telephone, insurance policy, bank account, credit card, and debit card, id. §§ 1798.140(o)(1)(B); 1798.80(e);</p>	<p>Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services</p>	<p>Customers use of the products and services Product sales process Product servicing and support Marketing Product development Corporate Administration/Operations</p>	<p>Customers interacting with the products and product support services. Consumers interacting with marketing services. n2y employees interacting with operations systems and processes.</p>	<p>Yes</p>
<p>Protected classification or characteristics under California or federal law</p>	<p>"[c]characteristics of protected classifications under California or federal law," id. § 1798.140(o)(1)(C); prohibits your employer from subjecting you to discrimination based on your: Sexual orientation. Gender identity and gender expression Sex (including pregnancy, childbirth, and related medical conditions) Jun 22, 2017</p>	<p>Some information in this category is collected (optional) across n2y's products</p>	<p>Customers use of the products and services Product development</p>	<p>Customers interacting with the products and product support services.</p>	<p>No</p>

Commercial Information	commercial information, such as records of personal property, products or services purchased or considered, and purchasing histories or tendencies, id. § 1798.140(o)(1)(D);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Customers use of the products and services Product sales process Product servicing and support Marketing Product development Corporate Administration/Operations	Customers interacting with the products and product support services. Consumers interacting with marketing services. n2y employees interacting with operations systems and processes.	Yes
Biometric Information	biometric information, meaning physiological, biological, or behavioral characteristics, including DNA, sufficient to establish identity, such as images of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings capable of producing an identifier template, as well as keystroke and gait patterns or sleep, health, or exercise data that contain identifying information, id. §§ 1798.140(o)(1)(E), 1798.140(b);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not applicable	Not applicable	No

Internet or other similar network activity	internet or other network activity such as browsing history or interactions with websites, apps, or ads, id. § 1798.140(o)(1)(f);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Consumer use of the products or services	Customers interacting with the products and product support services. Consumers interacting with marketing services.	Yes
Geolocation data	geolocation data, id. § 1798.140(o)(1)(g);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Consumer use of the products or services Product sales process Product servicing and support Marketing Product development Corporate Administration/ Operations	Customers interacting with the products and product support services. Consumers interacting with marketing services. n2y employees interacting with operations systems and processes.	No
Sensory data	"[a]udio, electronic, visual, thermal, olfactory, or similar information," id. § 1798.140(o)(1)(h);	Some information in this category is collected (either required or optional) across n2y products.	Customers use of the products or services Product servicing and support Product development	Customers interacting with the products and product support services.	No

Professional or employment related information	"professional or employment-related information," id. § 1798.140(o)(1)(l);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not applicable	Not applicable	No
Inferences drawn from other personal information	inferences drawn from any of the above information to create a consumer profile, Cal. Civ. Code § 1798.140(o)(1)(k).	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Customers use of the products or services Product servicing and support Product development	Customers interacting with the products and product support services.	No

CONTENT RETENTION

n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.

DATA BREACH OR SECURITY INCIDENT

n2y has internal protocols in place to deal with a breach of PII. n2y will notify an affected subscriber no later than seven (7) business days after n2y become aware of any breach of or security incident involving PII. n2y will take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of such breach or security incident and the corrective action n2y has taken or will take to prevent future similar breaches or security incidents.

PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that any current and future subcontractors and business partners operate in a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at: [Student Data Privacy Pledge](#)

CUSTOMER FEEDBACK

n2y welcomes feedback from customers regarding its products and services. Contact us at (800) 697-6575 or follow the Submit a Request link at n2y.com. You agree that any feedback given is entirely voluntary and n2y shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license for its benefit to use, disclose, reproduce, license or otherwise distribute and exploit the feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

TERMINATION

n2y reserves the right, in its sole discretion, to terminate your access to all, or any part, of this website and its accompanying materials and content at any time and without notice for any reason. n2y, in its sole discretion, may also discontinue operating this website and terminate this Agreement at any time and without notice for any reason.

NO WAIVER

The failure of n2y to enforce any terms and conditions of this Agreement or to respond to any breach by you or other parties shall not in any way be deemed a waiver of n2y's right to enforce any terms or conditions of this Agreement.

SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

