

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

This Master Agreement (the “Agreement”) is entered into by and between McGraw Hill LLC or its applicable subsidiaries or affiliates (“McGraw Hill,” “we” or “us” or “Company”) and Raytown C-2 School District, (“Subscriber,” “Customer,” “District” or “School”). It is understood and anticipated that this Agreement may govern the procurement and use of multiple products and services, including physical products, digital products, services and pilots, AND for such Products and/or Services that were provided by McGraw Hill to the District starting from May 14, 2021 prior to the execution of this Agreement, with each such product or service having been or to be subject to one or more Purchase Orders, issued by Subscriber and accepted by McGraw Hill. 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. **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, except for payment obligations. 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.
2. **DISPUTES.** 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 any court-awarded reasonable attorney's fees and court costs from the non-prevailing party.
3. **Termination for Cause.** District may terminate the Agreement for cause if Company:
 - (1) repeatedly refuses or fails perform the act(s) described in the Sales Contract or the Data Governance Addendum;
 - (2) engages in conduct that triggers grounds for termination, as contemplated by the Data Governance Addendum;
 - (3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - (4) engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the District's ethics or conflict of interest policies or District's Board of Education's policies; or
 - (5) Otherwise is guilty of a material breach of a provision of this Agreement which remains uncured after 30 days' written notice thereof by District.
4. **Termination for Convenience.** District may terminate the Agreement at any time by giving at least thirty (30) days' notice in writing to Company. If the contract is terminated by the District as provided herein, the District will pay Company for any services rendered through the date of termination, along with any proven

unrecoverable loss with respect to materials, equipment, or purchases made or utilized pursuant to this Agreement, to the extent of actual loss thereon, by the date of termination.

5. **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 that is provided to Company in writing.
6. **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.
7. **Governing Law.** This Agreement will be construed and enforced in accordance with Missouri law.
8. **Forbearance.** The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

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 C-2 School District

By:  _____

Print Name: Brian Huff

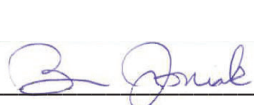
Title: Assoc Sup C&I

Address: 6608 Raytown Rd
Raytown MO, 64133

Email: Brian.Huff@Raytownschools.org

Date: 5/14/2021

McGraw Hill LLC

By:  _____

Print Name: Brian Joniak

Title: Sr. Director Finance/Controller

Address: 8787 Orion Place
Columbus, OH 43240

Email: bidsandcontracts@mheducation.com

Date: 5/14/2021

Exhibit A
Terms of Service

THESE TERMS OF SERVICE, together with the Terms of Use (Exhibit B) and the Privacy Notice (Exhibit C), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill," "we" or "us"). This Agreement also governs Your use of the Solution (as defined below).

Subscriber affirms that Subscriber agrees to these Terms of Service, the Terms of Use, and Privacy Notice on behalf of its Adult End Users (as hereinafter defined) and Adult End Users will comply with such terms in connection with use of the Solution.

1. **THE SOLUTION.** McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students ("Adult End Users") will be required by District to agree to the Terms of Use which District accepts on such Adult End User's behalf (Exhibit B) before accessing the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.
2. **ADDITIONAL TERMS.** All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content and Adult End User's acts or omissions under this Agreement.
3. **ADDITIONAL SERVICES.** McGraw Hill 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. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.
4. **APPLICABLE PRIVACY 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 applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined in Exhibit C or under

applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as designated in Exhibit D) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution.

5. **Children's Online Privacy Protection Act.** The parties recognize and agree that with respect to the Children's Online Privacy Protection Act ("COPPA"), the District gives its consent to McGraw Hill 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 McGraw Hill obtain consent from parents directly.
6. **SUBSCRIBER DATA.** All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.
7. **MCGRAW HILL USE OF SUBSCRIBER DATA.** As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data 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 Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research

Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

8. **LOCATION OF SERVICES.** We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.
9. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.
 1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
 2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.
10. **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 or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.
11. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in this Agreement. We reserve the right in our sole discretion, to restrict, suspend, or terminate an Adult End User's use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If an Adult End User violates this Agreement McGraw Hill may, but is not obligated to, report any such Adult End User's violation to Subscriber. When reasonably feasible, we will make

reasonable efforts to provide notice of significant changes to the Services to Adult End Users with active licenses to use the Services. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill 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 McGraw Hill 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 Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

12. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 9 ("Ownership"), Section 10 ("Restrictions on Use"), this Section 12 ("Effect of Termination or Expiration"), Section 13 ("Confidentiality"), Section 14 ("Representations and Warranties; Disclaimer"), Section 15 ("Liability"), 16 ("Indemnification"), Section 17 ("Miscellaneous") and Exhibit E ("Data Governance Addendum for District Data").
13. **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"). Personally Identifiable 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) only 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.
14. **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. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, 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, MCGRAW HILL MAKES NO WARRANTY THAT (I) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (II) THE MATERIALS 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 MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill 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.

15. **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, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE EXHIBITS HERETO, MCGRAW HILL'S OR ITS LICENSORS' 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, WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO MCGRAW HILL.. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.
16. **INDEMNIFICATION.** McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, 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.

In addition to any other remedies available to Subscriber under law or equity, McGraw Hill shall have reimbursement and/or indemnification obligations to Subscriber as set forth in Exhibit E.

17. **Immunity.** McGraw Hill stipulates that Subscriber is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, Subscriber does not waive any of its immunities from suit and/or liability.
18. **No Boycott of Israel.** All parties to this Agreement certify that they are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
19. **Company Visits to District Property.** The parties recognize that certain McGraw Hill employees, contractors, or agents may visit the Subscriber's property in order to obtain the necessary information for the provision of McGraw Hill's services. In the event that a McGraw Hill employee must be unsupervised on Subscriber's property, the parties agree that, before any such visits to the Subscriber occur, all visiting Subscriber employees, contractors, or agents must clear both criminal and child abuse & neglect

background checks requested by the Subscriber. McGraw Hill 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 unless the Subscriber has previously agreed in writing. McGraw Hill 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 third-party claims arising from the acts and/or omissions of McGraw Hill and/or its employees, contractors, or agents, subcontractors in connection with visits to the Subscriber's property as described herein.

20. **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. 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 McGraw Hill, which consent McGraw Hill 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.

Exhibit B

McGraw Hill Terms of Use (last updated: January 2020)

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we") and used by you, the individual end user of legal age who is authorized by Subscriber to use the Services (defined herein). Subscriber affirms that Subscriber agrees to these Terms of Use on behalf of its Adult End Users and Adult End Users will comply with such terms in connection with use of the Solution. Subscriber shall be responsible for any violation of these Terms of Use by Adult End Users.

1. PROPRIETARY SERVICES FOR REGISTERED USERS. McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, 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. USER INFORMATION During the course of using the Services, we may ask users to share certain personal information in order for us to provide the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of personal information. Subscriber acknowledges and agrees that between you and McGraw Hill, Subscriber is responsible for the accuracy and content of its users' personal information, and Subscriber agrees to keep it up to date.

3. INTELLECTUAL PROPERTY. During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill 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. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

4. ACCESS TO MCGRAW HILL CONTENT. We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

5. RESTRICTIONS ON USE. Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary

notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

6. COMMUNICATIONS TO MCGRAW HILL. Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our [User Content Submission Agreement](#) and we may use any non-personally identifiable 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. You own the rights to anything you post to the Sites or 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.

The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

7. COMMUNITY GUIDELINES.

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

8. NO WARRANTIES. WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. 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 SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL WEBSITES. Our Sites may contain links to third-party applications or websites (“External Websites”). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. INDEMNIFICATION. GOVERNED BY TERMS OF SERVICE.

11. LIABILITY. GOVERNED BY TERMS OF SERVICE.

12. 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, 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.

13. 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. All parties to these terms and conditions waive their respective rights to a trial by jury.

14. TERMINATION OF THE AGREEMENT. .[INTENTIONALLY OMITTED] GOVERNED BY TERMS OF SERVICE.

15. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the “Termination of the Agreement” 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 McGraw Hill,” “No Warranties,” “Indemnification,” “Liability,” “Compliance With Applicable Laws,” “Termination of the Agreement,” and “Miscellaneous.” Our failure to act on or enforce any provision of this 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.

Exhibit C
McGraw Hill Data Privacy Notice
End User Privacy Notice

Effective Date: January 1, 2020

Introduction

As a global leader in providing digital learning systems for educators and students, McGraw Hill LLC (“McGraw Hill”) is deeply committed to protecting the privacy of our end users. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect Personally Identifiable 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.

In limited circumstances, end users may also be customers of McGraw Hill and McGraw Hill may market to them as a customer. For example, end users may purchase products or create personal accounts in our web sites. In these circumstances, they would be treated as a customer. By contrast, this End User Data Privacy Notice applies to end users with respect to the information collected and processed as part of a course of instruction within the digital learning solution as determined by their educational institution or employer. Aggregated de-identified end user PII is leveraged by McGraw Hill to improve existing or develop new educational products and services.

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. Should our privacy practices change we will notify your educational institution in writing and obtain their consent before implementing any material impact to your privacy rights.

Any questions or complaints regarding this notice or the collection, use, disclosure, or transfer of PII collected by your educational institution through our digital learning systems should be directed to the appropriate representative at your educational institution.

What is personally identifiable information (PII)?

Personally identifiable information, or PII, is any information provided to or collected by McGraw Hill in connection with McGraw Hill’s obligations to provide the Services under the Agreement that could reasonably identify the individual to whom such information pertains or can be used to authenticate that individual,

What PII do we collect?

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 required 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 collect your name, school, instructor, class, and login information. 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. You are not required to

provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly or for us to provide you with requested information.

Depending on the product, the PII we collect includes information from the following categories:

1. Name, initials, and personal or business-related contact information
 - a. For our digital learning systems, we collect your name/initials and contact information when you create an account. However, we collect additional PII, or confirm existing PII, if you contact customer service with an issue or question.
2. Education & professional information
 - a. For some digital learning systems, we collect PII related to your position as an educator or student. This includes the state, district, name of school, courses, etc.
3. In some instances, we collect PII from third parties who provide single-sign-on functions via Learning Management Systems or related tools.

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

When you use our digital learning systems, we automatically collect certain information from you 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.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is 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 we use include Google Analytics and Webtrends.

If you choose to communicate with or receive communications through our services via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the solution or information requested by you.

How do we use PII and on what legal basis?

As mentioned above, we use your information to provide you with the digital learning solution on behalf of your school, in order to meet our contractual obligation to you or your school with respect to the service. For example, to assist with identifying users across products and providing consistent service and to enable sharing of data between our products and your school's learning management system.

We will also process your PII to meet our legitimate interests, for example to improve the quality of services and products.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to the minimum level necessary to deliver the service or information requested by you or your institution. We do not collect, use, or

disclose PII that is not reasonably related to a legitimate business purpose necessary to serve you. Your information may also be used in order to maintain and/or improve our services.

Some of our digital learning solutions will use your previous responses to customize your learning experience. This customization is designed to ensure the best possible learning environment for a student without directly driving any determinative outcome.

Provision of your PII may be necessary in order to use the chosen digital learning solution. Failure to provide us with your PII may preclude you from using the digital learning solution.

Do we sell or use your PII to market to you?

We will not sell end user PII or use information from educational records for marketing purposes.

We will not sell PII to other organizations, nor will we market to students using the information from their educational records (education records are defined as records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution).

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.

1. 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. These third-party business partners include cloud service providers, learning management systems (LMS), other educational software providers, etc. These 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.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices end users have made under this notice, and that security, integrity, and privacy of your PII is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. For example, we provide your PII to service providers that host our platform data in the cloud (e.g., AWS).
4. Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the companies within the McGraw Hill group is available [at https://s3.amazonaws.com/ecommerce-prod.mheducation.com/unitas/corporate/privacy/legal-entities-list.pdf](https://s3.amazonaws.com/ecommerce-prod.mheducation.com/unitas/corporate/privacy/legal-entities-list.pdf).
5. Educational Institutions – As we provide products and services to your school, we share your data with approved individuals at your school, such as administrators or educators.
6. Law Enforcement – In the event that McGraw Hill receives a legal demand for end user data from a law enforcement agency, that request will only be honored if:

- a. The request complies with all laws and clearly establishes the legal need for disclosure.
- b. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
- c. Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill products or services.

What rights do you have?

As a user, you have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of, and erase your PII.

Students at an educational institution using an McGraw Hill product, you should direct any requests to exercise data subject rights to the appropriate representative at the institution. If you are an educator or administrator you may reach out to McGraw Hill directly on the requests below:

1. Access and rectification – We strive to ensure that the PII we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and be communicated such information in a readily understandable form.
2. Choice & Objection to processing – With limited exceptions, you may choose to change how we use your PII at any time. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. Please know that if we do receive a request to objection to the further processing of your information, you may no longer be able to access or use the digital learning solution.
3. Withdraw consent – Your educational institution is responsible for obtaining your consent, where required. McGraw Hill obtains consent from your institution to collect, process, and store your PII.
4. Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
5. Information – You have the right to be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
6. Data portability – You have the right to export your PII from our systems in a readily accessible file type.
7. Erasure – You may request erasure, anonymization or blocking of a) PII that have been processed unlawfully; b) PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed. You can obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this

requirement proves impossible or involves a manifestly disproportionate effort. Since your educational institution has hired us to manage this information for them, we ask that you or your parent make any request to delete your information 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.

How do we protect your PII?

Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.

McGraw Hill takes reasonable precautions to protect your information. When you submit PII via the digital learning system, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

How long do we retain your data?

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing privacy@mheducation.com or calling +1-646-766-3199.

Has McGraw Hill signed the Student Privacy Pledge?

McGraw Hill is a signatory to the [Student Privacy Pledge](#) and is committed to protecting student information. If a materially adverse change is made to this notice, we will notify your educational institution and seek their consent for this change.

EXHIBIT D

Data Governance Addendum for District Data

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.
- **Personally Identifiable Information (“PII”, “Personal Information”):** means information provided to or collected by McGraw Hill in connection with McGraw Hill’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. Personal Information 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.
- **Student Education Record:** means identifiable information, including but not limited to PII, of District’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. Anonymized Data is not User Data.
- **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. De-identified Data is not User Data.
- **End User Data (“User Data”):** means the data provided to or collected by McGraw Hill in connection with McGraw Hill’s obligations to provide the Services under the Agreement including, but not limited to PII, metadata, user content and/or any data part of a student education record that is not anonymized or de-identified.
- **Third Party (“Sub-processor”)** means any entity (including, without limitation, any affiliate, subsidiary and parent of McGraw Hill) that is acting on behalf of, and is authorized by, McGraw Hill to receive and use Personal Information in connection with McGraw Hill’s obligations to provide the Services.

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

Designation: Raytown C-2 School District hereby designates McGraw Hill 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 McGraw Hill agrees to abide by the FERPA limitations and requirements imposed upon school officials. McGraw Hill and District acknowledge that McGraw Hill will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in the Agreement. McGraw Hill 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 McGraw Hill 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: McGraw Hill and the District agree and understand that this Addendum must be in compliance with all applicable 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 Addendum 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.

- McGraw Hill shall be responsible for the timing, content, and costs of such legally-required notifications that arise as a result of its failure to comply with its obligations as a Service Provider under COPPA, FERPA or other applicable laws, and District shall control the delivery of any such legally required notifications. Furthermore, McGraw Hill 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:** McGraw Hill and its officers, employees, and agents agree to hold district data in strict confidence and use User Data only for the limited purpose outlined in the Agreement.
- **Non-Disclosure:** McGraw Hill affirms that its services will be conducted in a manner that does not disclose User Data to anyone who is not an authorized representative of McGraw Hill.
- **Data Collection:** McGraw Hill will only collect User Data necessary to fulfill its duties as outline in this Agreement.
- **Data Use:** McGraw Hill will use User 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 User Data for one purpose does not confer approval to use the data for another or different purpose.
- **Access Records:** McGraw Hill 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):** McGraw Hill 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 Addendum.
- **De-Identified Data:** De-identified Data may be used by McGraw Hill 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. McGraw Hill and District agree that McGraw Hill 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. McGraw Hill agrees not to attempt to re-identify User Data that is De-identified Data, and not to transfer User Data that is De-identified Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) McGraw Hill has not purposefully provided the party any other de-identified information in combination with other provided information can be used to re-identify User Data.

- Company Access to District Data. The parties agree that McGraw Hill 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 User Data in order to provide required support of the system or services to the District under the Agreement. McGraw Hill 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: McGraw Hill shall require all employees and agents who have access to User Data to comply with all applicable provisions of this Addendum. McGraw Hill agrees to require and maintain appropriate confidentiality agreements from each employee or agent with access to District Data.
 - Employee Training: McGraw Hill shall provide periodic security training to those of its employees who operate or have access to User Data.

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

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

Data Encryption. In conducting transactions and transfers, concerning User Data, with the District, McGraw Hill will ensure that all such transaction and transfers are encrypted at no less than 256-bit level encryption.

Data Portals. McGraw Hill warrants and represents that all of its data portals are secured through the use of verified digital certificates. Data portals means any McGraw Hill website processing student data.

Data Breach. McGraw Hill agrees that it will implement commercially reasonable 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 McGraw Hill has confirmed that an unauthorized party has accessed, or had disclosed to it, User Data that the District provided McGraw Hill or that McGraw Hill collected from District or its authorized users, ("Security Incident"), then McGraw Hill 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 McGraw Hill or its agents, employees, or contractors, any third-party notification of such data breach is required under law, McGraw Hill 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 McGraw Hill or its agents, employees, or contractors, McGraw Hill shall nevertheless reasonably cooperate in the District's investigation and third-party notifications, if any, at the District's direction and expense.

- McGraw Hill shall be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of McGraw Hill 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.
- Upon request, McGraw Hill shall also be required to summarize for the District the processes that McGraw Hill will take to prevent post-employment data breaches by McGraw Hill employees after their employment with McGraw Hill has been terminated.
- McGraw Hill further acknowledges and agrees to have a written incident response plan that reflects industry standard 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 District, upon request, with the opportunity to interview McGraw Hill's cyber security team with respect said written incident response plan.

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

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

Data Ownership. The parties agree that, notwithstanding McGraw Hill's possession of or physical control over District User Data, the District maintains ownership and control of all User Data that the District provides to McGraw Hill or that McGraw Hill collects from the District and/or authorized users. McGraw Hill further agrees that District User Data cannot be used by McGraw Hill for marketing, advertising, or data mining, or shared with any third parties unless allowed by this Agreement or 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. McGraw Hill shall cooperate and make commercially reasonable efforts to respond to District request for assistance with the District making its own correction of erroneous student information or District's own export of User Data and/or Student Educational Records held by McGraw Hill within ten (10) business days. In the event that the District requires McGraw Hill on behalf of the District to correct erroneous student information, export such User Data and/or Student Educational Records held by McGraw Hill, upon written request for an expedited export, McGraw shall provide such records request in a commercially reasonable timeframe not to exceed twenty-eight (28) days. In the event that a parent or other individual contacts the McGraw Hill to review any User Data, McGraw Hill 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 McGraw Hill with a request for data held by the McGraw Hill pursuant to the Services, unless legally prohibited by applicable law enforcement, McGraw Hill shall redirect the Third Party to request the data directly from the District and shall cooperate with the District to collect the required information. McGraw Hill 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 terminate the Agreement for the provision of McGraw Hill's services, upon written request any District User Data within McGraw Hill's possession or control must be provided to the District and all other copies of the User 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, McGraw Hill 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 User Data is disclosed without de-identifying the same as required herein, written notice shall be provided to the District. If District User Data is restored from a back-up

after the parties' termination of their agreement for McGraw Hill's services, then that data must also be de-identified/deleted.