

Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

Frontline Technologies Group LLC

dba

Frontline Education

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("JCPS"), and Frontline Technologies Group LLC dba Frontline Education, a limited liability company organized under the laws of Delaware ("Services Provider") describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of February 12, 2020 and will terminate when the services contract between the parties terminates, unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective October, 2016: (the "MSA"): Services Provider licenses software to JCPS as detailed on various Order Forms executed by the parties and governed by the MSA.
2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. JCPS shall disclose to Services Provider, upon written request, confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above. The confidential data including student and non-student information to be disclosed is described in a document attached to this agreement as **Attachment A**. Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and included in an amendment to the services contract described in Paragraph B.1 above.
4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Services Provider to JCPS.

C. CONSTRAINTS ON USE OF DATA

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.
2. Services Provider will not contact the individuals included in the data sets without obtaining advance written authorization from JCPS unless the contact is necessary to perform a portion of the service the Service Provider has been contracted for.
3. Services Provider shall not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
4. Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by JCPS to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:
 - a. In all material respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS.
 - c. Require all employees, contractors and agents of Services Provider to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the services contract described in Paragraph B.1 above.
 - e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Services Provider for the purposes of the services contract described in Paragraph B.1 above with the exception of data remaining in backups as necessary to comply with business or regulatory requirements for a period of up to ten (10) years.

3. Services Provider shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Services Provider becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Services Provider shall use all reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.
4. Services Provider shall not distribute, reprint, alter, sell, assign, or edit the data; provided, however, that Services Provider may use aggregate and de-identified data for market research purposes.
5. Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above or as otherwise expressly permitted by this Agreement. Nothing in this Agreement shall be construed to authorize Services Provider to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
6. Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;

- e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - f. Ensures that all staff accessing data sign the nondisclosure statement provided by the Services Provider, attached as Attachment B.
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
 - i. Installing anti-virus, or endpoint detection and response software to protect the network.
7. If Services Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Services Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

- b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - c. Services Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
8. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
- a. Services Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Services Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
 - b. With a written agreement for educational research, Services Provider may assist an educational institution to conduct educational research as permitted by FERPA.
 - c. Pursuant to KRS 365.734, Services Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
 - d. Pursuant to KRS 365.734, Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - e. Pursuant to KRS 365.734, Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

9. Services Provider shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Data Management, Planning and Program Evaluation Division. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
10. Services Provider shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement except in backups necessary to comply with business or regulatory requirements. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
11. For purposes of this agreement and ensuring Services Provider's compliance with the terms of this Agreement and all applicable state and Federal laws, Services Provider designates Office of the CTO (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. JCPS will release all data and information under this Agreement to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. JCPS or its agents may, upon request, review the records Services Provider is required to keep under this Agreement.
12. Services Provider acknowledges that any material violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement unless such material violation may be reasonably cured as set forth in Section H below.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to JCPS are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to Services Provider.

No payments will be made under this Agreement by either party. Any payments to Services Provider will be made under services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver student demographic and academic data as defined in **Attachment A – Data File Description**. All items will be keyed to a “proxy” student identifier that is different from the official student ID. The link between the official and proxy IDs will not be disclosed by JCPS.
2. After the initial data is provided for the requested student population, JCPS will not provide supplementary data for additional students.
3. Provide data security training for data custodian.

G. LIABILITY

Subject to the terms of the MSA, Services Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys’ fees) that may arise from or relate to Services Provider’s intentional or negligent release of personally identifiable student, parent or staff data (“Claims”). Services Provider agrees to hold harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
 - a. By either party in the event of a material breach of this Agreement by another party provided however, the breaching party shall have thirty (30) days to cure such breach and this Agreement shall remain in force.
 - b. By either party after sixty (60) days advance written notice to the other party, for any reason or no reason.

2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for any reason or expires, the confidential information shall be returned or destroyed within seven (7) days JCPS's written request.
3. Destruction of the confidential information shall be accomplished by utilizing an approved methods of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. If new materials are developed during the term of the services contract described in Paragraph B.1 above , ownership and copyright of such will be governed by the terms of the services contract.

J. MODIFICATION

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

JCPS reserves the right to review Services Provider's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Services Provider to perform in a manner that reasonably meets the quality standards for JCPS shall serve as grounds for termination of this Agreement subject to Service Provider's right to cure under Section H of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider access to personally identifiable information from education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, or to such other address as may be designated in writing by one party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

Q. RELATIONSHIP OF PARTIES

JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement and the MSA, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Except in cases of merger or sale of all or substantially all its assets, Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement.

AGREED:

Frontline Technologies Group LLC

1400 Atwater Drive

Malvern, PA 19355

BY: 

Name: Scott Crouch

Title: VP Financial Operations

Date: January 23, 2020

AGREED:

Jefferson County Board of Education

3332 Newburg Road

Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

Microservice (MSVC) Data Import Templates

Employees (PDI Import Type In QA/Stage)

Datatype: Employee

Column Header	Header alternate	Required	Type	Allowed Values
ExternalId		Yes	string	
UpdatedExternalId		no	string	
Title			string	1 (Mr), 2 (Ms), 3 (Mrs), 4 (Miss), 5 (Dr), 6 (Prof), 7 (Rev)
FirstName		Yes	string	
MiddleName			string	
LastName		Yes	string	
Suffix			string	1 (Jr), 2 (Sr), 3 (I), 4 (II), 5 (III), 6 (Esq), 7 (PhD), 8 (IV), 9 (V), 10 (VI), 11 (VII), 12 (VIII), 13 (IX), 14 (X)
AliasFirstName			string	
AliasMiddleName			string	
AliasLastName			string	
BirthDate			date	
SSN			string	

Column Header	Header alternate	Required	Type	Allowed Values
Gender			string	0 (Male), 1 (Female), 2 (NonBinary), 3 (DeclinedToAnswer)
Ethnicity			string	0 (Hispanic or Latino), 1 (Not Hispanic or Latino), 2 (Unknown)
Race			string	0 (American Indian or Alaska Native), 1 (Asian), 2 (Black or African American), 3 (Native Hawaiian or Other Pacific Islander), 4 (White), 5 (Unknown), 6 (Two or more races), 7 (Hispanic or Latino or Spanish Origin of any race), 8 (Non-Resident Alien (of any race or ethnicity))
MaritalStatus			string	0 (Single), 1 (Married), 2 (Separated), 3 (Divorced), 4 (Widowed), 5 (Civil Union)
HireDate			date	
SeniorityDate			date	
TenureDate			date	
Supervisor.ExternalId	SupervisorExternalId		string	

Column Header	Header alternate	Required	Type	Allowed Values
Supervisor.StartDate	SupervisorStartDate		string	
Supervisor.EndDate	SupervisorEndDate		string	eg, 1/1/2017
Supervisor.IsCurrent	SupervisorIsCurrent		bool	true,false
RetirementSystem.Name	RetirementSystemName		string	
WorkPhone.Number	WorkPhoneNumber		string	
WorkPhone.Extension	WorkPhoneExtension		string	
WorkPhone.IsPrimary	WorkPhoneIsPrimary		bool	true,false (You must use this column and specify what value when importing both work and personal phone numbers)
PersonalPhone.Number	PersonalPhoneNumber, MobilePhoneNumber, MobilePhone.Number		string	
PersonalPhone.Extension	PersonalPhoneExtension, MobilePhoneExtension, MobilePhone.Extension		string	
PersonalPhone.IsPrimary	PersonalPhoneIsPrimary, MobilePhoneIsPrimary, MobilePhone.IsPrimary		bool	true,false (You must use this column and specify what value when importing both work and personal phone numbers)

Column Header	Header alternate	Required	Type	Allowed Values
HomePhone.Number	HomePhoneNumber, OtherPhoneNu mber, OtherPhone.Number		string	
HomePhone.Extensi on	HomePhone.Extension, OtherPhoneExtension, OtherPhone.Extension		string	
HomePhone.IsPrim ary	HomePhonesPrimary, , OtherPhonesPrimary, OtherPhone.IsPrimary		bool	true,false
Address.Street1	AddressStreet1		string	
Address.Street2	AddressStreet2		string	
Address.City	AddressCity		string	
Address.State	AddressState		string	
Address.Zip	AddressZip		string	
Address.StartDate	AddressStartDate		string	
Address.EndDate	AddressEndDate		string	
WorkEmail.EmailAd dress	WorkEmailEmailAddress		string	
WorkEmail.IsPrimar y	WorkEmailIsPrimary		bool	true,false
PersonalEmail.Email Address	PersonalEmailEmailAddress		string	

Column Header	Header alternate	Required	Type	Allowed Values
PersonalEmail.IsPrimary	PersonalEmailIsPrimary		bool	true,false
Status			string	Inactive, Active, Terminated, Archived, Nostatus
Status.From	StatusFrom		date	Place the date you want the status to take into effect
Status.To	StatusTo		date	
Status.ChangeReason	StatusChangeReason		string	
PrimaryEmergencyContact.relationshipType	PrimaryEmergencyContactRelationshipType		enum	0 (Spouse), 1 (Parent) 2 (Friend), 3 (Other) — Relationship type is mandatory for adding new contact
PrimaryEmergencyContact.contactName	PrimaryEmergencyContactContactName		string	Contact Name Mandatory for adding new contact
PrimaryEmergencyContact.primaryPhone	PrimaryEmergencyContactPrimaryPhone, PrimaryEmergencyContactPersonalPhone, PrimaryEmergencyContact.PersonalPhone		string	

Column Header	Header alternate	Required	Type	Allowed Values
PrimaryEmergencyContact.alternatePhone	PrimaryEmergencyContactAlternatePhone, PrimaryEmergencyContactWorkPhone, PrimaryEmergencyContact.WorkPhone		string	
SecondaryEmergencyContact.relationshipType	SecondaryEmergencyContactRelationshipType		string	0 (Spouse), 1 (Parent) 2 (Friend), 3 (Other) — (if column is omitted, the default is spouse)
SecondaryEmergencyContact.contactName	SecondaryEmergencyContactContactName		string	
SecondaryEmergencyContact.primaryPhone	SecondaryEmergencyContactPrimaryPhone, SecondaryEmergencyContactPersonalPhone, SecondaryEmergencyContact.PersonalPhone		string	
SecondaryEmergencyContact.alternatePhone	SecondaryEmergencyContactAlternatePhone, SecondaryEmergencyContactWorkPhone, SecondaryEmergencyContact.WorkPhone		string	

Data-Integration Employees (PDI Import Type In Stage)

Datatype: DipEmployee

Column Header	Header alternate	Required	Type	Allowed Values
ExternalId		Yes	string	
HireDate			date	
SeniorityDate			date	
TenureDate			date	
Supervisor.ExternalId	SupervisorExternalId		string	
Supervisor.StartDate	SupervisorStartDate		string	
Supervisor.EndDate	SupervisorEndDate		string	eg, 1/1/2017
Supervisor.IsCurrent	SupervisorIsCurrent		bool	true,false
RetirementSystem.Name	RetirementSystemName		string	
Status			string	Inactive, Active, Terminated, Archived, Nostatus
Status.From	StatusFrom		date	Place the date you want the status to take into effect

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Column Header	Header alternate	Required	Type	Allowed Values
Status.ChangeReason	StatusChangeReason		string	
PrimaryEmergencyContact.relationshipType	PrimaryEmergencyContactRelationshipType		enum	0 (Spouse), 1 (Parent) 2 (Friend), 3 (Other) — Relationship type is mandatory for adding new contact
PrimaryEmergencyContact.contactName	PrimaryEmergencyContactContactName		string	Contact Name Mandatory for adding new contact
PrimaryEmergencyContact.primaryPhone	PrimaryEmergencyContactPrimaryPhone, PrimaryEmergencyContactPersonalPhone, PrimaryEmergencyContact.PersonalPhone		string	
PrimaryEmergencyContact.alternatePhone	PrimaryEmergencyContactAlternatePhone, PrimaryEmergencyContactWorkPhone, PrimaryEmergencyContact.WorkPhone		string	

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Column Header	Header alternate	Required	Type	Allowed Values
SecondaryEmergencyContact.relationshipType	SecondaryEmergencyContactRelationshipType		string	0 (Spouse), 1 (Parent) 2 (Friend), 3 (Other) — (if column is omitted, the default is spouse)
SecondaryEmergencyContact.contactName	SecondaryEmergencyContactContactName		string	
SecondaryEmergencyContact.primaryPhone	SecondaryEmergencyContactPrimaryPhone, SecondaryEmergencyContactPersonalPhone, SecondaryEmergencyContact.PersonalPhone		string	
SecondaryEmergencyContact.alternatePhone	SecondaryEmergencyContactAlternatePhone, SecondaryEmergencyContactWorkPhone, SecondaryEmergencyContact.WorkPhone		string	

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Locations

DataType: Location

Column Header	Required	Type	Allowed Values	Exposed on Template
ExternalId	Not Required but if provided must be unique Required for Updating/Deleting	string		
Name	yes	string		
Phone		string		
Email		string		
DataCategory		integer	0 (Preschool), 1 (Elementary School), 2 (Middle School), 3 (Secondary School), 4 (Adult Education) , 5 (Administrative), 6 (Other)	
Address.Street1		string		
Address.Street2		string		
Address.City		string		
Address.State		string		
Address.Zip		string		

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DeleteLocation	No	bool	true/false	
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Departments (PDI Import Type In QA/Stage/Prod)

DataType: Department

Column Header	Required	Type	Allowed Values
ExternalId	Not Required but if provided must be unique Required for Updating/Deleting	string	
Name	yes	string	
DeleteDepartment	No	bool	true/false

Jobtypes

DataType: JobType

Column Header	Required	Type	Allowed Values
externalId	yes	string	
name		string	
Employment Group ExternalId		string	
Employment Group Name		string	

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Column Header	Required	Type	Allowed Values
dataCategory	yes	string	1 (Assistant Principals, Non-Teachi...) 2 (Admin Support Workers) 3 (Assistant Principals, Non-Teaching) 4 (Assistant Principals, Teaching) 5 (Consultants & Supervisors of Instr...) 6 (Elementary Classroom Teachers) 7 (Guidance) 8 (librarians/Audiovisual Staff) 9 (Officials, Administrators, Managers) 10 (Other Classroom Teachers) 11 (Other Professional Staff) 12 (Principals) 13 (Psychological) 14 (Secondary Classroom Teachers) 15 (Service Workers) 16 (Skilled Crafts) 17 (Teachers Aides) 18 (Technicians) *** if you leave this field blank, 9 is the default for adding manually and 1 or 3 is the default for imports. 1 and 3 are the same values***
jobTypeDetails.fromDateUtc		date	
jobTypeDetails.toDateUtc		date	
jobTypeDetails.workDaysPerYear		number	
jobTypeDetails.payPeriodsPerYear		number	
jobTypeDetails.hoursPerDay		number	
jobTypeDetails.fte		number	
jobTypeDetails.vacationDaysPerSchoolYear		number	
jobTypeDetails.sickDaysPerSchoolYear		number	
jobTypeDetails.personalDaysPerSchoolYear		number	
jobTypeDetails.paidHolidaysPerSchoolYear		number	

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List Data (Position Types)

DataType: List

Column Header	Required	Type	Allowed Values
ItemName	yes	string	Position or Employment Group names
ListExternalId	yes	string	position.types / jobtype.employmentgroups/ form.categories/employee.driverslicense/employee.statuschange reasons/employee.retirementsystems
ExternalId	no	string	ExternalId of the list item for updating by externalId

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Assignments (PDI)

DataType: Position/Assignment/AssignmentDetail

Column Header	Header alternate	Required	Type	Allowed Values
External Id	Employee.ExternalId, ExternalId, Employee External Id, EmployeeExternalId	yes	string	employee external id
JobType.ExternalId	Job Type Externalid, Job Type External Id, JobTypeExternalId	yes either external id or name	string	
JobType.Name	Job Type Name, JobTypeName	yes either external id or name	string	
Location.ExternalId	Location externalid, Location External Id, LocationExternalId	yes either external id or name	string	
Location.Name	Location Name, LocationName	yes either external id or name	string	
Department.ExternalId	Department externalid, Department External Id, DepartmentExternalId	yes either external id or name	string	

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Column Header	Header alternate	Required	Type	Allowed Values
Department.Name	Department Name, DepartmentName	yes either external id or name	string	
Position.Name	Position Name, PositionName	yes (For creates)	string	
Start Date	StartDate, AssignmentStartDate		date	
End Date	EndDate, AssignmentEndDate		date	
Details Start Date	DetailsStartDate, AssignmentDetailsStartDate		date	
Details End Date	DetailsEndDate, AssignmentDetailsEndDate		date	
PayLane	Pay Lane		string	must match how the pay lane is named on the pay schedule exactly
PayStep	Pay Step		string	must match how the pay step is named on the pay schedule exactly
WorkDaysPerYear	Work Days Per Year		number	
PayPeriodsPerYear	Pay Periods Per Year, Pay Periods		number	

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Column Header	Header alternate	Required	Type	Allowed Values
HoursPerDay	Hours Per Day		number	
FTE	FTE		number	
VacationDays	Vacation Days, VacationDaysPerSchoolYear		number	
SickDays	Sick Days, SickDaysPerSchoolYear		number	
PersonalDays	Personal Days, PersonalDaysPerSchoolYear		number	
PaidHolidays	Paid Holidays, PaidHolidaysPerSchoolYear		number	
PayRate	Pay Rate, Salary		number	
PayRateFrequency	Pay Rate Frequency, Pay Type, PayType		string	Annually or Hourly
IsPrimary	Is Primary, AssignmentIsPrimary	yes (For creates)	bool	True: Primary assignment (current/future) False: Secondary assignment (current/future)
AssignmentId	Assignment Id		string	
AssignmentDetailId	Assignment Detail Id		string	
DeleteAssignment	Delete Assignment		bool	

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Column Header	Header alternate	Required	Type	Allowed Values
DeleteAssignmentDetail	Delete Assignment Detail		bool	
AssignmentUpdateOnly	Assignment Update Only		bool	true/false

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Assignments

DataType: Position

Column Header	Required	Type	Allowed Values
externalId	yes	string	employee external id
JobType.externalId JobType.Name	yes either external id or name	string	
Location.externalId Location.Name	yes either external id or name	string	
Department.externalId Department.Name	yes either external id or name	string	
Position.Name	yes	string	
Start Date or Position.FromDate Position Start Date		date	Date the assignments starts. if you put a future date, it will not be the current primary assignment
Position End Date Position.EndDate End Date		date	
Pay Lane / PayLane		string	must match how the pay lane is named on the pay schedule exactly
Pay Step/PayStep		string	must match how the pay step is named on the pay schedule exactly

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Column Header	Required	Type	Allowed Values
Work Days Per Year /WorkDaysPerYear		number	(from here down, all optional)
Pay Periods Per Year /PayPeriodsPerYear/ Pay Periods		number	
Hours Per Day / HoursPerDay		number	
FTE		number	
Vacation Days / VacationDays		number	
Sick Days / SickDays		number	
Personal Days / PersonalDays		number	
Paid Holidays / PaidHolidays		number	
Salary / Pay Rate		number	
Pay Type / Pay Rate Frequency / PayRateFrequency		string	Annually or Hourly
Is Primary / IsPrimary		bool	True: Primary assignment (current/future) False: Secondary assignment (current/future)
Is Current / IsCurrent		bool	True: Insert or update the current primary or secondary assignment False: Insert or update the future primary or secondary assignment

If IsPrimary or IsCurrent flag isn't provided, then CSV row is treated as the current primary assignment.

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Invitations

DataType: EmployeeInvitation

IMPORTANT: It will send it to every employee in the file, regardless of their status.

Column Header	Required	Type	Allowed Values
externalId	Yes	string	
Email		string	If there is no email it will try to send it to the employee email address using the same logic as the UI

Security Groups

DataType: EmployeeSecurityGroup

Column Header	Required	Type	Allowed Values
externalId	Yes	string	employee external id
securityGroupName	Yes	string	the security group string from the permissions > groups page

Issuers (Global)

DataType: Issuer

**** We have a lot of issuers posted already, you just can't see them in the UI because they don't have any creds or subjects associated. Before posting a new issuer, hit the Get /api/Issuers endpoint to get a list of all the issuers we have loaded and their corresponding IssuerID.**

Column Header	Required	Type	Allowed Values
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externalId	no	string	issuer external id
name	Yes	string	issuer name
stateId	No	String	state acronym capitalized (eg, PA, SC)
issuerId	Yes - For Update/Delete	string	issuer guid (internal id)
deleteIssuer	No	bool	true/false

Credentials (Global)

DataType: Credential

Column Header	Required	Type	Allowed Values
issuerId	Yes	string	issuer id of the credential (internal guid)
credentialTypeId	Yes	number	0 (certificate/license), 1 (clearance), 2 (driver's license)
externalId	no	string	credential external id;
name	Yes	string	credential name
credentialId	Yes - For Update/Delete	string	credential guid (internal id)
deleteCredential	no	bool	true/false

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Subjects (endorsements) (Global)

DataType: Subject

Column Header	Required	Type	Allowed Values
issuerId	Yes	string	issuer id of the subject (internal guid)
externalId	no	string	subject external id
name	Yes	string	subject name
subjectId	Yes - For Update/Delete	string	subject guid (internal id)
deleteSubject	no	bool	true/false

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Issuers (Custom)

DataType: Issuer

Column Header	Required	Type	Allowed Values
externalId	no	string	issuer external id
name	Yes	string	issuer name
issuerId	Yes - For Update/Delete	string	issuer guid (internal id)
deleteIssuer	No	bool	true/false

Credentials (Custom)

DataType: Credential

Column Header	Required	Type	Allowed Values
issuerId	Yes	string	issuer id of the credential (internal guid)
externalId	no	string	credential external id;
name	Yes	string	credential name
credentialId	Yes - For Update/Delete	string	credential guid (internal id)
deleteCredential	no	bool	true/false

Subjects (endorsements) (Custom)

DataType: Subject

Column Header	Required	Type	Allowed Values
issuerId	Yes	string	issuer id of the subject (internal guid)
externalId	no	string	subject external id
name	Yes	string	subject name
subjectId	Yes - For Update/Delete	string	subject guid (internal id)
deleteSubject	no	bool	true/false

Employee Credentials

DataType: EmployeeCredentials

Column Header	Header alternate	Required	PDI Required	Type	Allowed Values
ExternalId	External Id	Yes	Yes	string	
Employee Credential Id	EmployeeCredentialId	Yes for updates and deletes		string	
Issuer Name	IssuerName, Issuer	Yes		string	

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Column Header	Header alternate	Required	PDI Required	Type	Allowed Values
Credential Type	CredentialType	Yes		string	0 (certificate/license), 1 (clearance) , 2 (driver's license), 3 (Other)
Credential Name	CredentialName, Credential	Not required for driver license		string	
Issued Reason	IssuedReason	Yes		string	0 (initial) / 1 (inprogress) / 2 (renewal)
Subject Areas	SubjectAreas	no		string	pipe separated list of subject names (subject1 subject2 subject3)
Cert/Doc/Lic Number	Certification Number, CertificationNumber, DocumentNumber, Document Number, DriverLicenseNumber, Driver License Number	no		string	
DateIssued/ProgramStartDate	DateIssued, ProgramStartDate	Yes		string	

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Column Header	Header alternate	Required	PDI Required	Type	Allowed Values
ExpirationDate/TentativeCompletion	ExpirationDate, TentativeCompletion, ExpiredDate	no (ExpirationDate or Lifetime is required)		string	
Lifetime		no (ExpirationDate or Lifetime is required)		boolean	true/false
VerifiedByAdmin	Verified By Admin, IsVerified	no		boolean	true/false
Action		Yes		string	0 (create) / 1 (edit) / 2 (delete)

Confidential and subject to revision

Attachment B

FRONTLINE'S EMPLOYEE NONDISCLOSURE STATEMENT

FRONTLINE TECHNOLOGIES GROUP LLC

PROPRIETARY RIGHTS AND RESTRICTIVE COVENANT
AGREEMENT

(Including, but not limited to, Confidentiality, Non-Disclosure, Non-Compete, and Invention Assignment)

1. Proprietary Information. The undersigned ("Employee") recognizes and acknowledges that by reason of his or her employment with or engagement by Frontline Technologies Group LLC and/or any of its Subsidiaries or other Affiliates (collectively, including Frontline Technologies Group Holding LLC, the "Company"), he or she will have access to confidential and/or proprietary information of the Company and/or any of its Subsidiaries or Affiliates, including (a) trade secrets, inventions, ideas, processes, methods, apparatus, equipment, software, data, programs, listings, patents, copyrights, trademarks, service marks, other works of authorship, know-how, technology improvements, specifications, formulas, discoveries, developments, designs, drawings, documents, sketches, drawings, models and techniques relating to the current, future and proposed products and services of the Company (collectively, "Inventions"); (b) information and data regarding research, development, new products and services, design, details and specifications, engineering, marketing and sales, business records and plans, budgets, plans for future developments, business forecasts, financial statements and other financial information, licenses, costs, procurement requirements, policies or operational methods, suppliers, customers, potential customers and key personnel, market studies and forecasts, target markets, competitive analyses, sales and pricing policies, sales and pricing information and techniques, promotional strategies, the identity, skills and compensation of employees, personnel policies, the substance of agreements with customers, suppliers and others, marketing or dealership arrangements, servicing and training programs and arrangements, customer lists, customer preferences, customer needs, customer data, customer contact information, profit margins, overhead, and the Company's methods and techniques for running its business, including but not limited to technical information relating to the creation, installation, repair or maintenance of its products and the services the Company provides; and (c) information regarding the skills and compensation of other employees or consultants of the Company ((a), (b) and (c) collectively, and in any form or medium, "Proprietary Information"). Employee hereby assigns to the Company all rights he or she may have or acquire in such Proprietary Information and recognizes and agrees that all Proprietary Information shall be the sole property of the Company and its assigns.

2. Nondisclosure.

2.1. Employee acknowledges and agrees that the Proprietary Information is not generally known to the public, trade or industry and gives the Company a competitive advantage over its competitors in its conduct and operation of its business and that in order to protect and preserve the goodwill associated with the Proprietary Information and the Company's competitive advantage, the Proprietary Information must be kept strictly confidential by Employee and is intended to be used only by the Company and its employees, agents and independent contractors in the conduct of the Company's business.

2.2. Employee covenants and agrees to hold the Company's Proprietary Information in the strictest confidence and that Employee will not, for as long as Employee is employed or engaged by, or otherwise providing services to, the Company or at any time thereafter, except with the express prior written consent of the President of the Company, directly or indirectly, whether as an employee, associate, owner, partner, member, agent, director, officer, shareholder, consultant, representative or in any other capacity, for his or her own account or for the benefit of any Person (as defined below), communicate, disclose, divulge, refer to, provide commentary regarding, or make available to any Person any of the Company's

Proprietary Information or use the Company's Proprietary Information in any manner inconsistent with the Employee's performance of services during Employee's employment with Company; *provided* that the provisions of this Section 2.2 shall not apply to information that (a) is or becomes generally available to the public other than as a result of disclosure by Employee or by another Person in breach of any confidentiality obligation of such Person; (b) was readily available to Employee on a non-confidential basis prior to its disclosure to Employee by the Company or Employee's earlier receipt of such information in the course of employee's relationship with the Company; or (c) was in Employee's prior lawful possession on a non-confidential basis as evidenced by records kept in the ordinary course of business or by proof of actual prior possession.

2.3. If Employee is requested to disclose any Proprietary Information by any federal, state, local or foreign court or legislative, executive or regulatory agency, Employee will promptly notify the Company to permit it to seek a protective order or take other action that the Company deems appropriate, and Employee will cooperate (at the Company's expense) in any such efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded such Proprietary Information. If, in the absence of a protective order, Employee is compelled as a matter of law to disclose any such information in any proceeding or pursuant to legal process, Employee may disclose to the party compelling disclosure only the part of such Proprietary Information as is required by law to be disclosed (in which case, prior to such disclosure, Employee will advise and consult with the Company and its attorneys as to such disclosure and the nature and wording of such disclosure and Employee will use its reasonable best efforts to obtain confidential treatment therefore). Notwithstanding anything in this Section 2 to the contrary, while employed or engaged by, or otherwise providing services to, the Company, Employee may use Proprietary Information solely as necessary for Employee to properly perform services for the Company during Employee's employment with the Company; *provided* that nothing in this Agreement shall prohibit Employee from disclosing Proprietary Information in confidence to a government official or attorney, either directly or indirectly, solely for the purpose of reporting or investigating a suspected violation of law, or in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. For purposes of this Agreement, "Person" means a natural person, corporation, partnership, limited liability company, trust, estate, joint venture, sole proprietorship, government (and any branch or subdivision thereof), governmental agency, association, cooperative or other entity.

2.4. Upon Employee's termination of service with the Company, or immediately upon request of the Company, Employee shall: (a) return to the Company all originals, copies and reproductions of all Proprietary Information and Third Party Information (as defined below) and all writings and recordings incorporating or referring to any of the Proprietary Information or Third Party Information and all of the Company's other property in Employee's possession or control; and (b) certify in writing to the Company that Employee has satisfied all of Employee's covenants, duties and obligations pursuant to this Section 2.4.

3. Third Party Information. Employee understands that the Company has received and in the future may receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee covenants and agrees that for as long as he or she is providing services to the Company and at all times thereafter, Employee will hold Third Party Information in the strictest confidence and will not communicate, disclose, divulge, provide commentary regarding or make available to any Person (other than personnel of the Company who need to know such information in connection with his or her work for the Company) or use, except in connection with his or her work for the Company, Third Party Information without the express prior written consent of the President of the Company and otherwise treat Third Party Information as Proprietary Information.

4. Work Product.

4.1. Ownership. Employee acknowledges and agrees that all Inventions and Proprietary Rights (as defined below) conceived, developed, fabricated, improved, made or reduced to practice by Employee (a) within the scope of Employee's employment; (b) while using the Company's time, materials, equipment, facilities, personnel or other resources; or (c) otherwise relating the Proprietary Information of the Company, whether in whole or in part, either solely or jointly with others, during the term of Employee's employment by or service to the Company (collectively, "Work Product") belong to the Company as set forth below or as a result of assignment from Employee to the Company as set forth below. "Proprietary Rights" means all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

4.2. Works for Hire. Employee acknowledges and agrees that all Work Product or other original works of authorship are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101) (as a result of which the Company shall be the author) and, to the extent that such Work Product or other original works of authorship may not be deemed "works made for hire," hereby irrevocably and perpetually assigns, transfers and conveys and agrees to so assign, transfer and convey in the future to the Company all his right, title and interest to such Work Product or other original works of authorship throughout the world, including, without limitation, all Proprietary Rights therein, all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country ("Moral Rights") and the rights to sue for past infringement. Employee represents that such assignment does not violate the terms and conditions of any agreement to which he or she is a party by which he or she is bound. Any assignment of Work Product (and all Proprietary Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to the Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, Employee hereby unconditionally and irrevocably waives the enforcement of such Moral Rights, and all claims and causes of action of any kind against the Company or related to the Company's customers, with respect to such rights. Employee further acknowledges and agrees that neither Employee's successors-in-interest nor legal heirs retain any Moral Rights in any Work Product (and any Proprietary Rights with respect thereto).

4.3. Disclosure of Inventions. Employee will inform the Company promptly and fully of any Invention and/or Work Product and upon request by the Company will set forth in writing in such details as are necessary to explain the Invention and/or Work Product, including, without limitation, measurements, theories, processes, structures, procedures, and methodology employed and the results achieved. Upon the Company's request, Employee will execute all documents necessary to confirm or perfect the Company's exclusive ownership of any Inventions and Work Product as set forth in this Section 4. Employee will execute such documents and provide such assistance as may be deemed necessary by the Company to apply for, defend, or enforce any United States and foreign patents, copyrights, and related rights based on or related to such Inventions and Work Product. In the event the Company is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified above, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his/her agent and attorney in fact, which appointment is coupled with an interest, to act for and on his/her behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4 and this Agreement with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any Company Invention assigned hereunder to the Company.

4.4. Prior Proprietary Rights. Proprietary Rights, if any, patented or unpatented, which Employee made prior to the commencement of his/her employment with the Company are excluded from the scope of this Agreement, including but not limited to the Proprietary Rights Employee has set forth on

Exhibit A attached hereto as a list of Proprietary Rights that Employee has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of his/her employment with the Company, that Employee considered to be his/her property or the property of third parties and that Employee wishes to have excluded from the scope of this Agreement (collectively, "Prior Proprietary Rights"). If disclosure of any such Prior Proprietary Right would cause Employee to violate any prior confidentiality agreement, Employee understands that he/she is not to list such Prior Proprietary Rights in Exhibit A but is only to disclose a cursory name for each such Proprietary Right, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such Proprietary Rights has not been made for that reason. If no such disclosure is attached, Employee represents that there are no Prior Proprietary Rights. If, in the course of Employee's employment with the Company, Employee incorporates a Prior Proprietary Right into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Proprietary Right. Notwithstanding the foregoing, Employee agrees that Employee will not incorporate, or permit to be incorporated, Prior Proprietary Rights in any Company Inventions (as defined in Section 1) without the Company's prior written consent.

5. Non-Competition; Non-Solicitation; Non-Disparagement.

5.1. During the Employee's employment by or service to the Company and for a period of one year thereafter (the "Non-Competition Period"), Employee shall not directly or indirectly participate in any activity, and shall cause each Person controlled by (as used in the definition of "Affiliate") the Employee not to participate in any activity, in each case that would qualify as Competition in the Territory (as defined below). For purposes hereof, "Competition" means to directly or indirectly own any interest in, manage, operate, control, invest or acquire an interest in, participate in, consult with, render services to or for, operate or in any manner engage in, any Person, business or enterprise (including any division, group or franchise of a larger organization), whether as a proprietor, owner, member, partner, stockholder, director, officer, employee, consultant, joint venturer, investor, licensor, sales representative or other participant, that conducts, participates in or constitutes a business or business line that the Company is conducting or that the Company conducted during the two (2) year period immediately preceding the date that the Employee is no longer employed by the Company or any Company Subsidiary or Affiliate. Notwithstanding anything to the contrary contained herein, the Employee shall not be prohibited from owning up to three percent (3%) of the outstanding stock of a corporation that is engaged in Competition and that is publicly traded on a national securities exchange or in the over the counter market so long as such Person has no active participation in connection with the business of such corporation.

5.2. As used in this Agreement, "Territory" means all of the United States of America, Australia and Canada, together with all of each other country in which the Company provides sales or services during Employee's employment or, upon termination of Employee's employment, provided sales or services at any time during the two year period prior to the termination of Employee's employment.

5.3. During the Non-Competition Period, Employee shall not, directly or indirectly, for the benefit of Employee or any other person, and shall cause any Person controlled by (as used in the definition of "Affiliate") Employee not to directly or indirectly: (a) induce, contact, encourage, or solicit or attempt to induce, contact, encourage, or solicit any employee, associate, agent or representative of the Company, who is or was an employee, associate, agent or representative of the Company on or during the two (2) year period immediately preceding the date of Employee's termination of employment with the Company, to leave the employ of the Company or alter in any way the services provided to the Company; (b) to induce, contact, encourage, or solicit or to attempt to induce, contact, encourage, or solicit any customer, supplier, vendor, licensee, distributor, contractor or other business relation of the Company, who is or was a customer, supplier, vendor, licensee, distributor, contractor or other business relation of the

Company, on or during the two (2) year period immediately preceding the date of Employee's termination of employment with the Company, to cease doing business with or alter in any way such Person's business with, or knowingly adversely alter its business relationship with, the Company; or (c) hire or retain any Person who is or was an employee, associate, consultant, agent or representative of the Company on or during the two (2) year period immediately preceding the date of Employee's termination of employment with the Company.

5.4. For so long as Employee is employed or engaged by the Company, and for a period of two (2) years following the termination of Employee's employment or engagement by the Company, the Employee shall not, directly or indirectly, and shall cause any Person controlled by (as used in the definition of "Affiliate") the Employee not to, make or solicit or encourage others to make or solicit directly or indirectly any derogatory or negative statement or communication about the Company or any of the Company's respective businesses, products, services or activities; provided, however, that such restriction shall not prohibit truthful testimony compelled by valid legal process. Notwithstanding anything herein to the contrary, nothing in this Section 5.4 shall prevent the Employee from exercising the Employee's authority or enforcing the Employee's rights or remedies hereunder or that Employee may otherwise be entitled to enforce or assert under any other agreement or applicable law, or limit such rights or remedies in any way.

6. Representations.

6.1. Employee acknowledges that: (a) the Company's business encompasses a broad range of products and services that the Company now provides and may in the future develop internally or obtain through acquisitions, mergers, licensing or otherwise; (b) the Company is in a highly competitive industry; (c) the Company invests substantial time, money and effort on an ongoing basis to develop its technologies, products and services, to train its employees with specialized skills and knowledge unique to the Company and its business, and to solicit and retain employees, contractors, consultants, clients and customers; and (d) the Company's Proprietary Information must be maintained in strict confidence in order for the Company to maintain its competitive position in the marketplace.

6.2. Employee understands and acknowledges that the Company currently sells and services its products across the entire United States, Australia and Canada, and, therefore, the Territory includes those countries. Employee hereby acknowledges and understands that Employee will be unable to work or provide services to or for a business that is in competition with the Company within the Territory for a period of one (1) year, as set forth more fully in Section 5, above. Employee represents that the geographic and durational restrictions contained herein are reasonable and will not cause Employee undue hardship in Employee's ability to earn a living in Employee's profession in the event of the cessation of Employee's employment with the Company.

7. Equitable Relief. Employee acknowledges that any breach of any of the covenants and agreements set forth in this Agreement (collectively, the "Covenants") may result in irreparable injury to the Company for which monetary damages could not adequately compensate the Company. Therefore, in the event that Employee breaches or threatens to commit a breach of any of the Covenants, the Company shall have the right to seek the following remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

7.1. the right and remedy to have the Covenants specifically enforced (without posting any bond) by any court having equity jurisdiction, including the right to any entry against Employee for restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants, it being acknowledged and

agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages alone will not provide adequate remedy to the Company;

7.2. the right and remedy to require Employee to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Employee as a result of any transactions constituting a breach of any of the Covenants; and

7.3. the limitations in this Agreement which apply for a period of one (1) year after termination shall be enforced by a court for a period of one (1) year from the date of the last breach or violation of the applicable restriction(s) up to two (2) years after termination of Employee's employment or engagement by the Company.

8. Consideration. Employee expressly acknowledges and agrees that (a) the Covenants (i) are reasonable in all respects and without Employee's agreement to be bound by the Covenants, the Company would not have employed Employee or granted Employee Equity Appreciation Rights of the Company, (ii) do not impose a greater restraint than necessary to protect the goodwill or other business interests of the Company, (iii) are not harmful to the general public, and (iv) are not unduly burdensome to Employee; and (b) the value of Employee's employment with the Company and the Equity Appreciation Rights granted to Employee by the Company includes good and adequate consideration for the Covenants. In consideration of the foregoing and in light of Employee's education, skills and abilities, Employee agrees that he or she will not assert, and it should not be considered, that any provisions of this Agreement otherwise are void, voidable or unenforceable or should be voided or held unenforceable, including without limitation, Employee agrees and acknowledges that Employee shall not use the at-will nature, or length, of employment with the Company as a basis to argue against the validity or enforceability of the Covenants.

9. Scope. If any portion of any Covenant or its application is construed to be invalid, illegal or unenforceable, then the other portions and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the Covenants is determined to be unenforceable because of its scope, then the court making such determination shall have the power to reduce, limit or reform such scope, duration, area or other factor, and such Covenant shall then be enforceable in its reduced, limited or reformed form.

10. Prior Agreements. Employee represents to the Company that (a) there are no restrictions, agreements or understandings whatsoever to which Employee is a party which would prevent or make unlawful Employee's service to the Company or Employee's agreement to be bound by the terms and conditions of this Agreement; (b) that such agreement shall not constitute a breach of any contract, agreement or understanding, oral or written to which Employee is a party or by which Employee is bound; and (c) that this Agreement is a valid and binding obligation of Employee, enforceable in accordance with its terms. Further, Employee represents and acknowledges that the restrictions and other covenants set forth herein are independent from the covenants and agreements set forth in any other agreement executed by Employee concerning Employee's employment with the Company or any of its Subsidiaries, and is supported by separate and sufficient consideration, the receipt of which is hereby acknowledged.

11. Attorneys' Fees. Employee agrees to indemnify the Company for its reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement should Employee violate any of its terms.

12. Choice of Law and Forum. This Agreement and all claims arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or similar provision that would cause the law of any jurisdiction other than the Commonwealth of Pennsylvania to apply. Employee agrees that this Agreement shall exclusively be enforced by any federal or state court of competent jurisdiction in the Commonwealth of Pennsylvania and

hereby consents to the personal jurisdiction and venue of these courts.

13. Amendment. The provisions of this Agreement may be amended only with the prior written consent of the Company and Employee.

14. Assignment. Employee agrees that the Company may assign part or all of this Agreement to any direct or indirect parent, affiliate, subsidiary, division, related company, or entity of the Company and to any transferee of substantially all of the business or assets of the Company and that any assignee shall have the same rights as the Company.

15. Capitalized Terms. Within the context of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (c) any officer, director, general partner, manager or trustee of such Person; and (d) any Family Member of any Person described in clause (a), (b) or (c) above. For purposes of this definition, “controlling,” “controlled by,” or “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Family Member” when used to indicate a relationship with any Person, means (a) the spouse, sibling, parent or lineal descendent of such Person and (b) all trustees and beneficiaries of any such Person that is a trust, and all successors of such trust and its trustees and beneficiaries.

“Subsidiary” means, with respect to any Person that is not an individual, any other Person whose (a) equity securities having ordinary voting power to elect a majority of the board of directors, managers or general partner or general partners (or other persons having similar functions) or (b) other ownership interests (including partnership and limited liability company interests) ordinarily constituting a majority interest in the capital, profits, distributions or cash flow of such Person, are at the time, directly or indirectly, owned or controlled by such Person, or by one or more other Subsidiaries of such Person, or by such Person and one or more of its Subsidiaries.

Employee hereby intends and agrees to be legally bound by the terms and conditions of this Propriety Rights and Restrictive Covenant Agreement, and intends for this to be a sealed instrument, effective as of the date set forth below.

Name of Employee: _____

Signature of Employee: _____

Date: _____

EXHIBIT A

PRIOR PROPRIETARY RIGHTS

1. Except as listed in Section 2 below, the following is a complete list of all Prior Proprietary Rights relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No Prior Proprietary Rights.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to Prior Proprietary Rights generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe the following party(ies):

Prior Proprietary Rights	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

☐ Additional sheets attached.