



ONE2ONE MANAGER TRIAL AGREEMENT

It is hereby agreed by and between Lyle High School ("Customer") and Learn21 ("Company") that Customer shall trial One2One Manager ("Software") from Company under the terms and conditions set forth below as part of the Trial Agreement ("Agreement").

Services Customer agrees to trial ("Software") from the Company that includes the setup, hosting, and SIS integration at no cost. This Agreement shall be in effect until **June 30, 2020** starting upon the execution of this Agreement. The Agreement can be extended upon mutual consent of both parties. Customer can convert this Agreement to an annual Agreement at any time.

Hold Harmless Both Company and Customer shall defend, and hold each other harmless from any claims, costs, or judgments imposed upon the agencies, not the fault of the other party, arising from or connected with performance of the duties and obligations agreed to herein.

Ownership As between Company and Customer, Company owns all right, title and interest in and to use and license such use of the Services. Customer shall neither receive nor retain any ongoing interest in the Services, including but not limited to any intellectual property rights relating to the Services. Elements of Company's Software are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image, code from the Software may be copied or retransmitted without Company's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed in the Software are the property of the Company and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the Software, Company owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any code, images, text, screens, web pages, materials, data, content and other information used and displayed in the Software. Users may copy such images, text, screens, web pages, materials, data, content and other information used and displayed in the Software for educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear in the Software. Except as provided in the preceding sentence, none of such code, images, text, screens, web pages, materials, data, content and other information used and displayed in the Software may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Company.

Data Privacy and Sharing The Parties acknowledge that the Customer is subject to the Family Educational Rights and Privacy Act (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Company is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Company: (1) provides a service or function for which the Customer would otherwise use employees; (2) is under the direct control of the Customer with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Learn21 may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification.

Data Storage and Access Company uses significant security measures to protect the privacy of our users' data. These security protections include, but are not limited to, de-identification of certain personally identifiable information, encryption of all data at rest, and encryption of all data in transit. Customers data will be in a fully-hosted, managed virtual data center service that provides a comprehensive and private secure cloud computing site. Customers will receive a comprehensive file backup solution daily that protects users against data loss. Company considers and



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acknowledges all data that Company may gather from Customer or devices it owns and manages is the property of the Customer. Company's Customers have complete and unequivocal rights to their data and how they wish their data to be utilized. Customer can request access, removal, purging of Customer data at anytime by sending an email to info@learn21.org

Security Company uses industry best practice security technology, including next generation firewalls, network access controls, and DDoS mitigation, to protect against access, loss, misuse, or alteration of user information. All data resides in SOC 2-compliant data centers in the United States. Accessing Company services from another jurisdiction, you hereby consent to the transfer and processing of your information in the United States. Company's Privacy Policy does not extend to any limitations inherent in the Internet or World Wide Web that are beyond Company's control. Company implements password security requirements based on current available best practices; however, it is the Customer's responsibility to not disclose their passwords. Each user is obligated to maintain the secrecy of the user's password. Company also takes steps to protect Customer's personal information offline by limiting the number of people who have access to Customer's servers and to personal information. In the event of a breach of security affecting personal information, we will take such notification and other steps as may be required under applicable law. We ask that you do not ever send us or provide us highly sensitive information, such as social security numbers, personal health information, Driver's License numbers, etc.. We will not be liable for use or disclosure of any such information if provided to us without our consent.

Limitation of Liability In no event shall Company be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this Agreement or breach thereof, even if advised in advance of the possibility of same. Company's liability to Customer for services, if any, shall not exceed the total amounts paid to Company under the operation of this Agreement by Customer.

Use of Company's Name and Trademarks All trademarks, service marks and trade names identifying Company or Company products or services (the "Marks") are the exclusive property of Company. Customer shall take no action which may lessen the goodwill in the Marks. Customer shall not use a Mark or the name of Company in any advertising, promotional material, or public announcement without the prior written approval of Company.

Use of Customer's Name Customer acknowledges that use of the Services may require that Company include Customer name in registrations, administrative filings which are available to the public. Customer agrees that Company may include Customer name in Company marketing brochures, literature and indicate that Customer is a customer.

Customer

Name:

Bridget M'Quade

Title

LMS & STC

Date:

5/6/2020

Learn21

Name:

Wm. R. Figg

Title Executive Director

Date: March 23, 2020