

**DATE:**  
July 14, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Fort Wright is seeking approval to purchase a subscription to Renaissance for the 2022-23 school year.

**APPLICABLE BOARD POLICY:**

01.1 – Legal Status of the Board

**HISTORY/BACKGROUND:**

Fort Wright is seeking approval to purchase a subscription Renaissance for the 2022-23 school year. Renaissance's Accelerated Reader is used to assess and monitor students on reading practice and progress. The software guides both students and teachers to determine individual comprehension and reading levels. Every Ft. Wright Falcon will use the software weekly. Instructional and curriculum alignment is achieved via AR by demanding knowledge of key ideas and details, range of reading and level of text complexity, as well as support of individual fluency and comprehension of various types of texts. Classroom teachers monitor student usage weekly to ensure they are reading independently and comprehending self-selected texts. Classroom teachers, then, use this data to continue to support this student selection or help students choose more appropriate texts in the classroom. The library media specialist monitors each student and classroom monthly to support student selection of appropriate texts as well as celebrate students who have reached certain point levels toward the "AR Wall of Fame." The library media specialist further uses the AR diagnostic codes available via the program to see patterns with students/classes. Ft. Wright has had an annual contract with Renaissance Accelerated Reader for 10 years or more. It is reviewed yearly by the library media specialist and principal. Neither Renaissance nor Ft. Wright is opposed to the current vendor assurance being continued for multiple years.

**FISCAL/BUDGETARY IMPACT:**

SBDM 7000 for the amount of \$4,425

**RECOMMENDATION:**


Approval to Fort Wright is seeking approval to purchase a subscription to Renaissance for the 2022-23 school year.

**CONTACT PERSON:**

Tina Wartman, Principal

  
\_\_\_\_\_  
Principal/Administrator

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Subscription Renewal

Quote #: RPRNQ2734153

**Fort Wright Elementary School - 96775**  
501 Farrell Dr  
Covington, KY 41011-3775  
Contact: Tina Wartman - (859) 331-7742  
Email: [tina.wartman@kenton.kyschools.us](mailto:tina.wartman@kenton.kyschools.us)

Reference ID: 545347  
Subscription Ends: 7/31/2022

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$4,425.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$4,425.00</b>

#### This quote includes: Renaissance Accelerated Reader.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: [ ]  
(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Fort Wright Elementary School - 96775
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

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## Subscription Renewal

Quote #: RPRNQ2734153

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Subscription Renewal

Quote #: RPRNQ2734153

## Quote Details

Fort Wright Elementary School - 96775

Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Applications</b>				
Accelerated Reader Subscription	08/01/2022 - 07/31/2023	500	\$7.35	\$3,675.00
<b>Platform Services</b>				
Annual All Product Renaissance Platform	08/01/2022 - 07/31/2023	1	\$750.00	\$750.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Fort Wright Elementary School Total</b>				<b>USD \$4,425.00</b>

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Kenton County School District | It's about ALL kids

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"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:

- a) An account number, 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;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) 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 the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor 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.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and 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.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Renaissance Learning, Inc.  
Vendor Name

2911 Peach Street, Wisconsin Rapids, WI 54494  
Vendor Address

(800) 338-4204  
Vendor Telephone

contracts@renaissance.com  
Vendor Email Address

  
Signature by Vendor's Authorized Representative

Scott Johnson  
Print Name

6/28/2022  
Date

# RENAISSANCE

## US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries (“**Renaissance**,” “**We**,” “**Us**,” “**Our**”) are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

### Definitions

Capitalized words have special meaning and are defined below.

“**Educators**,” “**You**,” “**Your**” means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

“**Authorized User(s)**” means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

“**Products**” means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, Lalilo, myIGDIS, and Schoolzilla.

“**Data Protection Legislation**” means the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and any other applicable state education privacy laws and regulations specific to Your Data. If Your School is subject to the California Consumer Privacy Act (“CCPA”), Renaissance acts as a “service provider” as defined under CCPA.

“**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes) including, solely with respect to the Star CBM and Lalilo Products, fluency proficiency voice recordings which can be optionally collected by Educators; (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both “personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

“**De-identified Data**” is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

### Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.

Effective Date: 5/21/2021

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- **Device Information:** We log information about You and/or Your Authorized User's computing device when they use the Products including the device's unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User's computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users' computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).
- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

## How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
  - aggregate reporting and analytics purposes
  - general research and the development of new technologies
  - improving educational products
  - developing and improving educational sites, services and products
  - where applicable, to support any of the uses above or any other legitimate business purpose



## How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.

Effective Date: 5/21/2021

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# RENAISSANCE®

- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

## Security

Your Data is stored on servers in the United States with the exception of the Lalilo product which is stored on servers in France. To better serve our US customers, Renaissance anticipates adding a US-based Amazon Web Services region dedicated to our US Lalilo customers within 2021.

The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

## Data Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.

**Contractual Customers:** When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

**Freckle Product Free-Version:** If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

## Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems.

Effective Date: 5/21/2021

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The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

### Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

### Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at [privacy@renaissance.com](mailto:privacy@renaissance.com). We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

### Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

### Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

### Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to [privacy@renaissance.com](mailto:privacy@renaissance.com) or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 5625 W 78<sup>th</sup> St, Suite 220, Bloomington, MN 55439.

# RENAISSANCE

## Information Security Overview

Welcome educators! As a leading provider of technology products to K–12 schools worldwide, security is a critical aspect of Renaissance’s business. Renaissance is subject to global data privacy & security regulations including FERPA, COPPA, HIPAA, GDPR, PIPEDA, the Australian Privacy Act, and United States state-specific educational privacy laws. We abide by our regulatory obligations and we strive to exceed the security expectations of the educators we serve. Every day, millions of users depend upon our commitment to protect their data. We take this commitment seriously.

This Information Security Overview describes the ways in which we protect and secure your data. If you are interested in learning more about how we handle the privacy of your data (data use, collection, disclosure, deletion) please visit our [Privacy Hub](#) for more information.

## Technical Controls

### Data Storage & Hosting

**Renaissance Growth Platform, Freckle, myON, Schoolzilla & Lalilo:** Renaissance cloud products are secure, durable technology platforms designed around the core pillars of confidentiality, integrity, and availability. Renaissance products are developed, tested, and deployed in Amazon Web Services (AWS) across several geographically and logically separated locations. The AWS cloud, which complies with an array of industry recognized standards including ISO 27001 and SOC 2. AWS provides Renaissance with Infrastructure as a service (IaaS) through servers, networking, storage, and databases. For more information about AWS, please visit <https://aws.amazon.com/about-aws/global-infrastructure/>.

**Renaissance Data Center & Legacy Products:** The Renaissance Data Center is our self-hosting data center located in our headquarters in Wisconsin Rapids, WI. The Renaissance hosted data management platform is a closed system. This means that the secure web-based servers, storage, and databases that support the Renaissance hosted platform are dedicated hardware that is used only for that purpose. Each customer’s data is stored in a separate directory and database that operates independently of all other customers’ directories and databases. Each school or district that uses our products has its own unique Renaissance hosted site URL, and each user is assigned unique login credentials, which must be authenticated before the user can access the corresponding Renaissance hosted site.

### Data Location

**Renaissance Growth Platform, Freckle, Schoolzilla & Renaissance Data Center:** Your data is stored on servers in the United States.

**myON:** Your data is stored on servers based on your geographic location.

- US Customers: Your data is stored on servers in the United States.
- European Customers: Your data is stored on servers in the United Kingdom
- Australia, New Zealand, and Asia-Pacific Customers: Your data is stored on servers in Singapore

**Lalilo:** Your data is stored on servers in France. In order to better serve our US customers, Lalilo by Renaissance anticipates adding a US-based Amazon Web Services region dedicated to our US customers within 2021.

## Encryption

Customer data hosted within our Renaissance products is encrypted in transit and at rest.

All server-to-client access of Renaissance applications and data requires HTTP over Transport Layer Security (TLS), also known as HTTPS (Port 443). TLS provides privacy, integrity, and protection for data that is transmitted between different nodes on the Internet, and it prevents data from being eavesdropped or tampered with in transit. We use 256-bit AES encryption with 2048-bit keys to further ensure the Internet traffic between Renaissance and our customers cannot be intercepted.

Our optional Renaissance data integration service automatically refreshes the district's Renaissance applications daily with new data from the student information system. It transfers data over a secure FTP connection (Port 22) for automated extracts and uses a Secure Sockets Layer (SSL)/HTTPS (Port 443) connection when data is uploaded or entered through the software.

## Passwords and Role-Based Access

Each school or district has a unique URL to access its Renaissance products. Each user is assigned unique login credentials, which must be authenticated before the user can access the school or district site. Users are assigned to distinct roles, such as student, teacher, or administrator, which limits what information users can access or edit.

## Network Security Features

Vigorous network security procedures protect customers' data from electronic intrusion. These include antivirus software; firewalls; regular patching, updating, and hardening processes; and application security to ensure connectivity protection. Renaissance performs full-system scans on a regular schedule and updates antivirus signatures as they are released. Renaissance tracks an array of metrics, including log files, access logs, system usage, and network bandwidth consumption. We monitor all hosted systems 24 hours a day, 7 days a week, using various methods. Any suspicious activity is promptly investigated and addressed. A protective monitoring regime tracks how our information and communications technology systems are used. We also protect these systems from malicious and mobile code. Network security boundaries, also known as segmentation, are defined and enforced to limit access to customer data.

## Application Security Testing

Dynamic Application Security Testing (DAST) are run against all our applications on a regular basis. The DAST process, which is an integral piece of our software development cycle, tests our software for exploitable weaknesses and vulnerabilities at each stage of the development process. Vulnerability scans also run on a regular basis. These scans are used to identify and remediate and vulnerabilities that may be present in our hosting and corporate platforms.

## Business Continuity & Disaster Recovery

We follow stringent data backup and recovery protocols to protect our customer data. Renaissance uses a combination of both full and incremental backups to assist with recovery scenarios. Backups are encrypted and sent off site to redundant storage. Services are deployed via Docker containers and load balanced across hosts running in multiple availability zones to provide high availability and mitigate the risk of service outage. Renaissance also manages much of its cloud infrastructure as code, which facilitates quick recovery or rollback in case of outage, and better transparency into changes in infrastructure over time.

In the event of complete outage, our recovery objectives are to have full functionality within 24 hours, with no more than 1 hour of user data lost.

## Physical Controls

**Renaissance Growth Platform, Freckle, myON, Schoolzilla & Lalilo:** Renaissance cloud products are powered by AWS, a secure, durable technology platform that aligns to an array of industry-recognized standards. Its services and data centers have multiple layers of operational and physical security. For more information about AWS, please visit <https://aws.amazon.com/about-aws/global-infrastructure/>

**Renaissance Data Center & Legacy Products:** The primary location of Renaissance's key systems—including the primary data center—is within the Wisconsin Rapids, Wisconsin, corporate headquarters. Entry into Renaissance's corporate headquarters, which houses the primary data center, is controlled via employee magnetic key entry.

Only hosting services department and information system employees who are responsible for the entire corporate infrastructure are allowed unescorted access to the Renaissance data center. Admittance to the data center itself is controlled through a proximity card access system and a motion-based detection system. All visitors to the data center, as well as their internal employee escorts, must sign an access log. We also monitor log files, review access logs, track system usage, and monitoring network bandwidth consumption.

A second environmentally controlled systems room located within Renaissance's Wisconsin Rapids headquarters houses corporate technology and redundant systems for the corporate data center. This area also is restricted to Renaissance network services employees, and entrance also is monitored by a proximity key.

The environmental conditions within the data center are maintained at a consistent temperature and humidity range, and a third-party security firm monitors conditions within the data center. Should any changes in power or temperature occur, key Renaissance personnel are notified. Electrical power is filtered and controlled by dual uninterruptible power systems. If a power outage occurs, an automatic generator provides uninterrupted power to our servers and heating, ventilation, and air conditioning units. A backup generator sustains longer-term operations. A waterless fire protection system and an early-warning water detection system help to prevent damage to the servers that store our customers' data.

## Administrative Controls

### Risk Management Approach

Our security processes and controls substantially follow the **National Institute of Standards and Technology's Federal Information Processing Standards (FIPS) 200 standard** and related **NIST Special Publication 800-53**. Renaissance also assesses its Information Security and Privacy programs against the CIS Top 20 Controls and the NIST Cybersecurity Framework (CSF).

**Cybersecurity Risk Committee:** The Renaissance Cybersecurity Risk Committee is charged with identifying, tracking, and managing risks. The committee communicates with executive leadership and the board of directors to keep them informed of key cyber and business level risks facing Renaissance. The committee assesses all observed and perceived risk to develop policy, practices, and priorities to manage risk to an acceptable level.

### Governance

**Information Security & Privacy Committee:** Our risk management plan allows our company to remain up to date on information including security best practices, government policy and legislation, threats and vulnerabilities, and new technologies. Our risk management plan is informed by the Information Security & Privacy Committee which is charged with evaluating our Renaissance information security and privacy policies, procedures, and operations along with Renaissance's products, product development, and product deployment systems to identify potential

areas of vulnerability and risk. These evaluations are used to develop policy, practices, and processes aimed at mitigating or removing vulnerability and risk. Evaluations also inform strategic direction for information security and privacy programs. The Information Security & Privacy Committee reports to the Executive Leadership Team.

**Application Security Guild:** The Renaissance Application Security Guild is a group of security practitioners, enthusiasts, and learners from across the organization who focus their efforts on creating a culture of secure application development, developing tactical-level guidance, evangelizing best practices, and providing training. The Renaissance Application Security Guild meets every month to share knowledge, learning materials, technologies, and development patterns to be used as inputs to other security practices and processes.

## **Incident Response Team**

Renaissance maintains an Incident Response Plan. Renaissance's employees and agents are obligated to protect all customer data and ensure its security. This includes immediately reporting any suspected or known security breaches, theft, unauthorized release, or unauthorized interception of customer data

Our proactive risk management plan allows our company to stay up to date on information including security best practices, government policy and legislation, threats and vulnerabilities, and new technologies. However, should evidence of intrusion or unauthorized access arise, our Incident Response team will execute the following countermeasures:

1. Sever the connection of the intruder to the compromised system(s), including but not limited to restricting IP addresses, disabling services, and powering off the Renaissance virtual server.
2. Activate the Incident Response Plan.
3. Assess the damage from the intrusion.
4. Assess the intrusion and correcting security vulnerabilities.
5. Report assessment, damage, and remedies to the data owner.

Upon confirmation of a data breach, Renaissance's Data Protection Officer would notify the district's designated contact within the applicable regulatory or contractually agreed upon timelines. This e-mail will include the date and time of the breach, the names of the student(s) whose data was released, disclosed, or acquired (to the extent known); the nature and extent of the breach, and Renaissance's proposed plan to investigate and remediate the breach.

Renaissance will investigate and restore the integrity of its data systems. Within 30 days after discovering a breach, Renaissance will provide the district's designated contact with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to prevent a future occurrence.

We encourage district representatives with any questions or concerns regarding privacy, security, or related issues to contact our Data Protection Officer via e-mail at [privacy@renaissance.com](mailto:privacy@renaissance.com).

## **Security Education, Training & Awareness**

All Renaissance employees are required to complete 1.5 hours of both Global Privacy and Information Security training on annual basis.

Renaissance conducts a regular anti-phishing awareness program. The Information Security team sends batches of simulated phishing email "tests" to all employees on a monthly basis. The Information Security team reports on these metrics as a Key Performance Indicator.

Renaissance regularly communicates cybersecurity information relevant to the current threat environment to all employees.

## **Compliance**

**Employees:** All Renaissance employees and contractors must sign a legally enforceable nondisclosure agreement prior to the start of their employment or contract. They are additionally required to read, sign and agree to abide by Renaissance's technology policies. Employees and contractors must clear a background check before starting their employment or contract.

**Vendors:** Renaissance maintains a vendor compliance program. Renaissance has invested in privacy compliance management software whereby vendor data is inventoried, assessed and mapped. Vendors' security and privacy practices are reviewed and evaluated. Renaissance vendors are contractually bound to comply with the security and privacy requirements of both Renaissance and our customers.

If you have specific information security questions, please contact: [infosecurity@renaissance.com](mailto:infosecurity@renaissance.com)



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## Data Elements: Collected by Product

Data Category	Data Elements	Star Assessments	Star Early Literacy	Accelerated Reader	Accelerated Math	myON	Freckle	myIGDIs	Schoolzilla	Schoolzilla Starter	Lalilo
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Required	Required	Required	Required	Required	Required		Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required	Required		Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required	Required		Required	Required	Required
Assessment	Standardized test scores	Optional					Optional		Optional		
	Observation data	Optional (Star CBM-US Only)						Required	Optional		
	Testing Environment	Required (US) Optional (UK)	Required (US) Optional (UK)								
	Voice Recordings	Optional (Star CBM-US Only)									Optional
	Other Assessment Data					Optional	Optional		Optional		
Attendance	Student school (daily) attendance data								Optional		
	Student class attendance data								Optional		
Communication	Online communications that are captured (emails, blog entries)					Optional					

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Demographics	Conduct or behavioral data								Optional		
	Date of Birth	Optional	Required	Optional	Optional			Required	Optional	Optional	
	Place of Birth								Optional		
	Gender	Optional	Optional	Optional	Optional			Required	Optional	Optional	
	Ethnicity or race	Optional	Optional	Optional	Optional				Optional	Optional	
	Specialized education services (IEP or 504)	Optional	Optional	Optional	Optional			Optional	Optional	Optional	
	Living situations (homeless/foster care)	Optional	Optional	Optional	Optional				Optional	Optional	
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional	Optional				Optional	Optional	Optional
	Other indicator information								Optional		
	Enrollment	Student school enrollment	Required	Required	Required	Required	Required	Required	Required	Required	Required
Student grade level		Required	Required	Required	Required	Optional	Required	Required	Required	Required	Required
Homeroom								Required	Optional		Required
Guidance counselor									Optional		
Specific curriculum programs									Optional		
Year of graduation									Optional		
Other enrollment information											
Parent/Guardian Information	Address								Optional		
	Email	Optional	Optional	Optional	Optional				Optional	Optional	Optional
	Phone								Optional		
	First and/or Last			Optional					Optional		

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Schedule	Student scheduled courses	Required	Required	Required	Required				Optional	Required	Required
	Teacher names	Required	Required	Required	Required	Required	Required	Required	Optional	Required	Required
	Teacher emails	Required	Required	Required	Required	Required	Required	Required	Optional	Required	Required
Special Indicator	English language learner information	Optional	Optional	Optional	Optional			Optional	Optional	Optional	
	Low income status - SES Free and Reduced	Optional	Optional	Optional	Optional			Optional	Optional	Optional	
	Medical alerts/health data										
	Student disability information	Optional	Optional	Optional	Optional			Optional	Optional	Optional	
Student Contact Information	Address								Optional		
	Email								Optional		
	Phone								Optional		
Student Identifiers	Local (School district) ID number	Optional	Optional	Optional	Optional	Required	Optional	Required	Required	Optional	Optional
	Vendor/App assigned student ID number	Required	Required	Required	Required	Required			Required	Required	Required
	Student app username	Required	Required	Required	Required	Required			Optional		Required
	Student app passwords encrypted only for SSO	Required	Required	Required	Required	Required	Optional			Required	Required
	First and/or Last	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required
Student In App Performance	Program / application performance (typing program- student types 60 wpm, reading program-student	Required	Required	Required	Required	Required	Required				Required

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	reads below grade level)											
Student Survey Responses	Student responses to surveys or questionnaires	Required	Required	Required	Required	Optional	Required	Required				
Student Work	Student generated content; writing, pictures etc.					Optional						
	Other student work data											
Transcript	Student course grades								Optional			
	Student course data								Optional			
	Student course grades/performance scores								Optional			
	Other transcript data								Optional			
Transportation	Other transportation data											

# RENAISSANCE®

## Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License ("Terms") govern Your access to and use of the Products. The exact Products are described in Your Quote, which is also a part of these Terms.

1. **Definitions.** Capitalized words have special meaning and are defined below.
2. **License to Products**
  - 2.1 We grant You a license to access and use the Products, if You agree to these Terms. Some Products such as Star Reading, myIGDIs and Accelerated Reader must be used in Your buildings ("In-School Products"). Other Products such as Freckle and myON Reader) may be used outside of school ("Anywhere Products").
  - 2.2 We will also host the Products ("Hosting Services"), which You may access via the Internet.
  - 2.3 Who May Use the Products and Where.
    - a. In-School Products. Your students, including Homebound Students, faculty and staff may use the Products with assessment tools in Your buildings, unless we agree in advance that In-School Products may be used in other locations.
    - b. Anywhere Products. Your students, faculty and staff may use Content Products anywhere that they may access them.
    - c. SmartStart. You will have access to Renaissance SmartStart, a free on-demand, in-product training program that includes resources to help Your faculty and staff use Your Products.
    - d. Access. Your access starts on the date shown in Your Quote. Access will be for all the Products in Your Quote and will run through the end of the Term. Because we need to protect ourselves (and You), we may stop Your access, if we see a threat from a hacker, virus or other cyber-attack.
    - e. Student Capacity. The maximum number of Your students authorized to use the Products during the Subscription Period is identified in Your Quote. You may increase that number, during the Subscription Period, provided we agree to do so in writing.
  - 2.4 Account Set Up.
    - a. We will create Your administrator account and give You access, along with Your identification number, password, encryption key, and any other access codes. You should safeguard this information.
    - b. We will also help You load Your Data. You remain responsible for creating user names and passwords for Your students, faculty and staff. You agree not to transfer or sell this login information to anyone other than the intended user at Your institution.
  - 2.5 Your Hardware, Other Software and Services. Our Products should work well with most of Your hardware, and other software and services that You use ("Third-Party Services"). We work with You to try and configure Your Products to work with Third-Party Services, but we cannot guarantee that Third-Party Services will operate correctly or that the Third-Party Services will be available during Your Term.
- 2.6 Maintenance. We may need to update Your Products to maintain their performance. These Terms apply.
3. **Professional Services**
  - 3.1 Professional Services. If identified in Your Quote, Renaissance-provided Professional Services will be governed by these Terms, including **Exhibit B**.
  - 3.2 Deliverables and Ownership. We own all Deliverables created as part of Renaissance-provided Professional Services. However, You may use all Deliverables during Your Subscription Period; Your use is non-transferable, non-sublicensable and non-exclusive.
4. **Fees.** You agree to pay us the amount in the Quote ("Fees") within 30 days of our invoice unless we agree in advance on alternate payment terms. ~~Amounts not paid within that time (and, not subject to a good faith dispute), bear interest from the time payment was due until the time paid, at the higher rate of (a) 1% per month compounded monthly, or (b) the highest rate allowed by law in Your state.~~ You also agree that no terms or conditions in Your purchase order (or other order documentation) form override these Terms. If You do not pay Your Fees, You are materially breaching these Terms and Your access to the Products will end.
5. **Term; Termination; Effect of Termination**
  - 5.1 Term. These Terms start on the first date written in Your Quote and continue until the end of Your Subscription Period (the "Term").
  - 5.2 Termination.
    - a. For Breach. A party that receives written notice of a material breach has 30 days to cure the breach. If the breach is not cured, the notifying party may terminate these Terms by giving written notice. We will refund Your Fees on a prorated basis through the end of Your Term.
    - b. For Bankruptcy. Either party may terminate these Terms immediately upon the other party's filing of an application for bankruptcy, whether voluntary or involuntary.
  - 5.3 Effect of Expiration or Termination; Survival.
    - a. Access. Once Your Subscription Period is over, your access to Your Products will terminate, unless we have agreed in advance to continue our relationship.

- b. Survival. Some provisions in these Terms naturally survive termination in Your jurisdiction. You agree that Sections 5.3, 6-10 and 12 survive termination.

**6. Intellectual Property Rights; Ownership**

- 6.1 As part of Your Subscription, You are authorized to use our trademarks, copyrights and patents. You own Your Data, and as part of Your Subscription, You grant us a non-exclusive, royalty free, worldwide license to use, store, edit, re-format Your Data in order for the Products to function.
- 6.2 To avoid any doubt, we are not expressly or implicitly granting you any other rights, license, release, covenant or immunities, including by estoppel, to the Products.
- 7. **Confidentiality**. You and Renaissance agree to take reasonable steps to keep each other's Confidential Information secret and not to disclose it to, or allow it to be used by, anyone who does not work for one of us. You also agree to treat our Confidential Information as if it was Yours; and, we will treat Your Confidential Information as if it was ours.

**8. Data Protection and Security.**

- 8.1 Data You Need to Avoid. Your Products are not meant for data not related to academics and assessments. Accordingly, You agree that You will not provide to us any social security numbers, financial account numbers, protected health information, driver's license information, passport or visa number, or credit card information.
- 8.2 Data Protection. The security of Your Data is important to us and is governed by the provisions of our Data Protection Addendum which can be found here <https://doc.renlearn.com/KMNet/R62068.pdf>; the privacy of Your Data is governed by our Privacy Notice which can be found here <https://doc.renlearn.com/KMNet/R60990.pdf> or as Renaissance and You may agree separately, or as required by law. We may need to access Your account and any data contained within that account in the event You submit a support request. Any such access will be governed by the Privacy Notice.

**9. Indemnification**

- 9.1 Renaissance Indemnification. We agree to indemnify You against any Action alleging that Your use of the Products infringes a United States copyright, trademark, or patent. You agree that our indemnification will be limited to paying the amount stated in a final non-appealable judgement or a mutually acceptable settlement agreement. You also agree that we are not responsible for any Action against You relating to: (i) modification of Products by, or directed by, You; (ii) Your continued alleged infringement after being notified; (iii) any third-party software or services; or, (iv) Your use of the Products outside of these Terms. If the Products are enjoined from use, in a final non-appealable decision, we may, at our sole expense and option: (i) negotiate a license for Your continued use of the Products; (ii) replace or modify the Products with non-infringing Products; or, (iii) terminate Your access to the Products, subject to Your right to terminate. We also reserve the

right to modify the Products to avoid potential infringement.

- 9.2 Your Indemnification. If You breach or violate these Terms, You agree to defend, indemnify, and hold us harmless from loss resulting from any Action.

- 9.3 Indemnification Procedure. Renaissance and You agree: (a) to promptly notify the other in writing of any Action; (b) to provide exclusive control and discretion to the indemnifying party (including choice of counsel and settlement authority); (c) to cooperate (at indemnifying party's expense) with reasonable requests in support of the defense against any Action; and, (d) to refrain from agreeing to and/or acknowledging (i) liability regarding the Products and/or (ii) validity, enforceability or infringement of any Intellectual Property Right asserted against the Products.

- 9.4 Sole Remedy. The indemnity provided in this section shall be Your sole and exclusive remedy regarding Actions based on third-party Intellectual Property Rights.

**10. Limitation of Liability and Disclaimer of Warranties**

- 10.1 PRODUCTS ARE "AS IS"; NO WARRANTY THAT THEY WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT POSSIBLE DEFECTS WILL BE CORRECTED; AND; WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

**10.2 Limitation of Liabilities.**

Provided the laws of Your State permit it, You agree:

- a. to limit our liability to direct damages, specifically excluding liability for any other damages;
- b. to cap our aggregate liability arising out of these Terms to the lesser of (i) Your Fees; or, (ii) \$100,000;
- c. that we have no responsibility for Third-Party Services;
- d. to limit our liability with respect to Professional Services or Deliverables to correction of such Professional Services or Deliverables. If correction is impractical, we will refund the pertinent Fees;
- e. that the fees and rights granted to each party, along with the allocation of risk in these Terms reflect the economic basis of the parties' relationship. Absent the economic basis, these Terms would not have been made.

- 11. **Force Majeure**. If You or we need to delay (or, fail) to perform an obligation under these Terms due to an act of God or a natural disasters ("**Force Majeure**"), we will avoid a potential breach by: (a) promptly notifying the other Party in writing of the Force Majeure; (b) using reasonable

efforts to mitigate delay or failure; and, (c) promptly resuming performance after the Force Majeure.

## 12. Miscellaneous

- 12.1 Compliance with Applicable Laws. You agree to comply with all applicable laws in connection with Your use of our Products. Specifically with regards to Your use of our Star CBM and Lalilo by Renaissance products optional fluency voice recording feature, you agree to comply with applicable state voice recording statutes.
- 12.2 Entire Agreement. These Terms constitute the entire agreement between Renaissance and You and supersede all previous agreements. Any changes to these Terms must be in writing and signed by both parties.
- 12.3 Severability. If a provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. You and we agree to substitute a valid provision, most closely approximating the intent of the severed provision.
- 12.4 Waiver. If a party fails to exercise a right (or insists on strict compliance by the other of an obligation) under these Terms, the other may still exercise such right (or insist on compliance). Also, waiver by one party of a particular default by the other is not a continuing waiver that impairs the aggrieved party's rights to subsequent default.
- 12.5 Working Through Issues and Governing Law. If we have a misunderstanding or disagreement, You agree to meet with us to try and work it out. While we hope we can work it out amongst ourselves, if we cannot, then we can use Your state's laws and system to guide us.
- 12.6 Notices. Notices under these Terms shall be in writing and shall be deemed received when delivered (a) in-person, (b) via the USPS, postage prepaid, (c) via UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.
- 12.7 Assignment. The rights and obligations of either party under these Terms may be transferred only with the prior

written consent of the other party, except that we reserve the right to assign without restriction to an entity that acquires substantially all of our stock, assets, or business. Upon valid transfer, these Terms inure to the benefit of, and bind, the successors, assigns, heirs, executors and administrators of the parties.

- 12.8 Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation nor make any representation or warranty on behalf of the other Party. There are no third-party beneficiaries to these Terms.
- 12.9 Limitation of Action. Any action by You in connection with these Terms must be brought (a) within two years after the cause of action arose or (b) such longer period of time as required by applicable law.
- 12.10 Duplicates. These Terms may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of these Terms shall be treated as an original for all purposes.
- 12.11 Export Law Assurances. You may not use or export the Products except as authorized by U.S. law. In particular, You agree not to export the Products (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Products, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.
- 12.12 Representations. Each party represents and warrants that it is duly authorized to enter into these Terms.
- 12.13 Equitable Rights. Each party acknowledges that a breach (or threatened breach) of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy, without posting bond.

## EXHIBIT A

### Definitions

**"Action"** means a third-party claim, suit, or arbitration.

**"Products"** means the commercial software products (including all related intellectual property) being provided to You under these Terms, including, in all cases, executable program modules thereof, as well as related documentation, Content and computer readable media, regardless of how Products are accessed or used. The Products are set forth in the Quote and shall include all Renaissance Product and related content.

**"Authorized User"** means Your faculty and staff (including administrators and teachers), students accounted for in Your Quote (including Homebound Students) and the parents of such students.

**"Confidential Information"** means proprietary, technical, and financial information that one of us discloses to the other. Renaissance confidential information includes trade secrets, technology, information related to our business operations, and any technical information related to the Products or Hosting Services.

**"Content"** means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

**"Deliverables"** means any work product or materials to be developed or delivered by Renaissance in connection with the Services.

**"Homebound Student"** means one of Your students that cannot attend school due to conditions adequately substantiated by a provider or authority in Your jurisdiction.

**"Intellectual Property Rights"** means worldwide intangible assets including (a) patents (design, utility or other), patent disclosures, Products and inventions (patentable or not), (b) trade and service marks, trade dress, trade names and domain names, including associated goodwill, (c) original expressions in any fixed medium (registered and unregistered) copyrights and copyrightable works (including Products) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) other intangible assets (registered or unregistered) and (f) Products for, and renewals or extensions of, (a) – (e) and/or similar or equivalent rights or assets.

**"Loss"** means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees

and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Marks"** mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

**"Privacy Notice"** means the applicable Product Privacy Notice located at [www.renaissance.com/privacy](http://www.renaissance.com/privacy) - we update these from time-to-time to stay current.

**"Products"** means the commercial educational online software products being provided to You under this Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

**"Professional Services"** means those professional services identified in the Quote and further described in **Exhibit B** and any other professional, technical or support services that Renaissance provides to You. Professional Services expire at the end of the Subscription Period.

**"Quote"** means the quote You and Renaissance signed to provide You access to Your Products during Your Subscription Period.

**"Renaissance", "We" or "Us"** means Renaissance Learning, Inc., a Wisconsin corporation, and its affiliates, as well as their respective directors, officers, employees, contractors and agents.

**"Terms of Service and License" or "Terms"** means these Terms of Service and License and the Privacy Policies, as amended by the parties.

**"Subscription Period"** means the time during which You have access to the Products. The Subscription Period starts on the first date and ends on the last date written in Your Quote, unless these Terms are terminated early by You or us. Then, Subscription Period ends on the date of termination.

**"You"** means the entity identified in the Quote.

**"Your Data"** includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both "personally identifiable information" and "personal information" as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

## EXHIBIT B

### Additional Terms and Conditions - Professional Services

You agree to the following for any Professional Services ("Training") made available to You either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including a computer, broadband Internet connection and two-way sound for each of Your participants;



- b. To participate in a pre-planning meeting with us (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing us to tailor the Training content to the specific needs of Your participants. We will focus our Training on learning outcomes agreed to during the pre-planning meeting. We will also strive to adapt our Training to meet needs raised at the Training;
- c. To absorb actual out-of-pocket travel expenses incurred due to Your last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750;
- d. To use any Professional Services within the Subscription Period. Otherwise, You risk losing those services;
- e. To our using third parties to assist with Renaissance-provided Professional Services (we will be responsible for ensuring their integrity and compliance with these Terms, as well as their compensation and expenses);
- f. To refrain, without our written consent, from recording the Training and from copying any materials or Content.