



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

10/11/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve the purchase of a 12-month renewable TeachTown subscription for use by special education students and staff within the Kenton County School District.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District has consistently purchased a 12-month renewable subscription for students and staff from TeachTown. Once the subscription is renewed, all specialty classroom teachers and specialty classroom students will have full access to the program across all domains of Windows, Google Chrome, and Mac. TeachTown is a standards-based curriculum that provides students with moderate to severe disabilities, including students with autism and other intellectual and developmental disabilities. In addition to the standards-based curriculum, TeachTown includes a social skills curriculum that provides instruction on emotional intelligence and self-management skills which will allow students to be more independent in accessing both core instruction and specially designed instruction within their IEPs.

FISCAL/BUDGETARY IMPACT:

\$74,807 with annual renewal paid out of Special Education: IDEA B funds

RECOMMENDATION:

Approval to the purchase of a 12-month renewable TeachTown subscription for use by special education students and staff within the Kenton County School District.

CONTACT PERSON:

Danielle Rice, Director of Special Education

A handwritten signature in black ink, appearing to read 'Danielle Rice', written over a horizontal line.

Principal/Administrator

A handwritten signature in black ink, appearing to read 'Dawn Hargis', written over a horizontal line.

District Administrator

A handwritten signature in black ink, appearing to read 'John Smith', written over a horizontal line.

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.



Company Address 2 Constitution Way
Woburn, MA 01801
US

Created Date 9/30/2022

Bill To Name Kenton County School District
Bill To 20 KENTON LANDS RD
ERLANGER, KY 41018
USA

Quote Number 00008222

Product	Product Code	Sales Price	Quantity	Total Price
enCORE 6-8 Student Subscription - 1 Yr Standalone	ENC0242	USD 199.00	50.00	USD 9,950.00
enCORE 6-8 Teacher Subscription - 1 Yr Standalone	ENC0199	USD 549.00	5.00	USD 2,745.00
enCORE 9-12 Student Subscription - 1 Yr Standalone	ENC0252	USD 199.00	80.00	USD 15,920.00
enCORE 9-12 Teacher Subscription - 1 Yr Standalone	ENC0251	USD 549.00	8.00	USD 4,392.00
enCORE K-5 Student Subscription - 1 Yr Standalone	ENC0201	USD 199.00	110.00	USD 21,890.00
enCORE K-5 Teacher Subscription - 1 Yr Standalone	ENC0200	USD 549.00	11.00	USD 6,039.00
enCORE K-5 Teacher Subscription - 1 Yr Standalone	ENC0200	USD 499.00	5.00	USD 2,495.00
enCORE Professional Services - Training Webinar	ENC0350	USD 600.00	1.00	USD 600.00
Social Skills Teacher Subscription - 1 Year - 15 Students	SSA1172	USD 449.00	24.00	USD 10,776.00
Total Price				USD 74,807.00

The above quote reflects the purchase of

- 11 K-5 enCORE Teacher Licenses
- 110 K-5 enCORE Student Licenses
- 5 6-8 enCORE Teacher Licenses
- 50 6-8 enCORE Student Licenses
- 8 9-12 enCORE Teacher licenses
- 80 9-12 enCORE Student Licenses
- 1 Virtual Training Webinars

This will be active from 11/1/22 to 11/10/23

For questions on this quote, contact:

Taryn Arrighi
tarrighi@teachtown.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.



Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801



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

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)~~ ^{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 ~~forty-eight (48)~~ **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.

Jigsaw Learning LLC, dba TeachTown

Vendor Name

2 Constitution Way Woburn, MA 01801

Vendor Address

800-283-0165

Vendor Telephone

Orders@TeachTown.com

Vendor Email Address

DocuSigned by:
Ashley Wall
FC5EBC36AD5D48E...

Signature by Vendor's Authorized Representative

Ashley Wall Chief Financial Officer

Print Name

10/4/2022

Date



Terms of Service

Last Updated: [March 30th, 2022]

Welcome to TeachTown! This page explains the terms by which you may use the online services, and mobile services, web site and software (collectively, the “**Service**”) made available by Jigsaw Learning, LLC dba TeachTown (“**TeachTown**,” “**we**,” “**our**,” or “**us**”). By signing an order form that incorporates these Terms of Service by reference, by clicking a button or checking a box marked “I Agree” (or something similar) or by otherwise accessing or using the Service, you signify that you have read, understood and agree to be bound by these Terms of Service (this “**Agreement**”). In addition, you acknowledge that you have read and understood our Privacy Policy. TeachTown reserves the right to modify this Agreement and will provide notice of material changes as described below. This Agreement applies to all visitors, users and others who access the Service (“**Users**”), including without limitation: (a) educational institutions such as a school districts, school boards and individual schools within a district (“**Educational Institutions**”); (b) individual teachers, interventionists, specialists, data analysts, district- and school-level administrators, qualified clinicians and other educators (“**Educators**”); (c) students (“**Students**”); and (d) Students’ parents or guardians (“**Parents**”).

1. TeachTown Service

1.1 Description of Service

TeachTown’s Service is focused on Students with moderate to severe disabilities such as autism spectrum disorder (ASD), developmental disabilities, intellectual disabilities and emotional and behavior disorders. The Service uses evidence-based practices derived from the methodologies of applied behavior analysis.

1.2 Eligibility

This is a contract between you and TeachTown. You must read and agree to this Agreement before using the TeachTown Service. If you do not agree, do not use the Service. You may use the Service only if you can form a binding contract with TeachTown, and only in compliance with this Agreement and all applicable laws. The Service is not available to any Users previously removed from the Service by TeachTown.

1.3 Terms for Access by Students

Any access to or use of the Service by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement unless you are under the supervision of an Educational Institution, Parent or Educator. If you are under eighteen (18) years of age, your use of the Service may be subject to additional policies and restrictions imposed by your Educational Institution, Parent or Educator with which you must comply.

1.4 Limited License

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-exclusive, non-transferable, freely revocable license to use the Service in the United States and Canada as permitted by the features of the Service. TeachTown reserves all rights not expressly granted herein in the Service and the TeachTown Content (as defined below). TeachTown may terminate this license at any time for any reason or no reason.

1.5 User Accounts

Your account on the Service (your “**User Account**”) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You may cancel your User Account at any time. User Accounts are limited to one named person and cannot be shared.

We may maintain different types of User Accounts for different types of Users. If you open a User Account on behalf of an Educational Institution, company, organization or other entity, then: (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

By connecting to the Service with a third-party service, you give TeachTown permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's User Account. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify TeachTown (compliance@TeachTown.com) immediately of any breach of security or unauthorized use of your User Account. TeachTown will not be liable for any losses caused by any unauthorized use of your User Account.

By providing TeachTown your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by clicking on the "unsubscribe" link provided in such communications. Opting out may prevent you from receiving email messages regarding updates, improvements or offers.

1.6 Service Rules

You agree not to, or to assist, aid or otherwise encourage any third party to, engage in any of the following prohibited activities: (i) copying, distributing or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the TeachTown servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that TeachTown grants the operators of public search engines revocable permission to use spiders to copy materials from TeachTown.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole

proportionately large load on our infrastructure;
(vi) uploading invalid data, viruses, worms or other software agents through the

Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) accessing the Service for the purpose of building a competitive product or service or copying any of its elements or features; or (xiv) using the Service for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without TeachTown's prior written consent.

Your rights under this Agreement will automatically terminate without notice from TeachTown if you engage in, or otherwise assist, aid or otherwise encourage any third party to engage in, the foregoing.

1.7 Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason.

1.8 Service Location

The Service is controlled and operated from facilities in the United States. TeachTown makes no representations that the Service is appropriate or available for use in other locations than the United States and Canada. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies or other entities located in

2. Our Proprietary Rights

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Except for the materials posted or submitted to the Service by you (your “**User Content**”), the Service and all materials therein or transferred thereby, including, without limitation, any training materials, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and User Content belonging to other Users (the “**TeachTown Content**”), and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, “**Intellectual Property Rights**”) related thereto, are the exclusive property of TeachTown and its licensors (including other Users who post User Content to the Service). You acknowledge and agree that, as between you and TeachTown, TeachTown is the sole and exclusive owner of, and you shall and hereby do assign to TeachTown, all right, title and interest (including was) in and to any and all improvements or enhancements to the Service, including improvements based on the use of User Content submitted, provided or made available by you pursuant to this Agreement (for example, Intellectual Property rights in algorithms or models developed through the processing of such data), provided by you retain all rights to User Content. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any TeachTown Content. Use of the TeachTown Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place TeachTown under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, TeachTown does not waive any rights to use similar or related ideas previously known to TeachTown, or developed by its employees, or obtained from sources other than you.

3. Payment Terms

3.1 Paid Services.

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Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, then you agree to our pricing and payment terms in the order form that you submit to us or such other pricing terms, as we may make available and update from time to time. We may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in our sole discretion.

3.2 Payment Methods.

We accept various payment methods for product purchases through our Service, including without limitation, check, ACH, Mastercard, Visa and American Express. We will bill your payment method when you place an order for a product through the Service. TeachTown reserves the right not to fulfill any product order without authorization validation of your purchase from your payment method.

3.3 Refunds.

In the event that TeachTown suspends or terminates your User Account or this Agreement or you cancel your User Account or terminate this Agreement, you understand and agree that TeachTown, in its sole discretion, will determine whether you are eligible for any or no refund or exchange, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your User Account, or for anything else.

3.4 Payment Information; Late Payments; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete and current. You agree to pay all charges incurred by users of your credit card, debit card or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. All payments shall be made in U.S. Dollars. In the event that any payment is more than thirty (30) days late, TeachTown shall have the right to suspend your access to the Service until all payments are made current. You shall pay for all costs incurred

any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

3.5 Free Trial.

You may be granted access to the Service for a trial period ("**Free Trial**"). During the Free Trial, we will not charge you any fees related to the access or use of your membership "**Trial Use**"). At the end of the Free Trial, your access and use of the Service shall automatically terminate unless you convert to a paid membership. TeachTown reserves the right to determine the length of the Free Trial and to end the Free Trial and revoke your Trial Use at any time, at its sole discretion and without notice to you.

4. Personal Information; Student Data

4.1 Data Definitions.

When TeachTown is used by an Educational Institution or Educator or otherwise for an educational purpose, TeachTown may collect or have access to Student Data. "**Student Data**" is personal information that is directly related to an identifiable Student that is maintained by an Educational Institution or related entity or organization, or by us on behalf of such entity. Student Data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g).

4.2 Confidentiality.

TeachTown agrees to treat Student Data as confidential and not to share it with third parties other than as described in this Agreement and in our Privacy Policy.

4.3 Student Data Ownership and Control.

TeachTown shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("**FERPA**"), under the direction and control of the Educational Institution. As between TeachTown and an Educational Institution that enters into this Agreement with us, the Educational Institution owns all right, title and interest to all Student Data processed by TeachTown on its behalf, and TeachTown does not own, control or license such Student Data, except so as to provide the Service

4.4 Student Data Access.

We may access and collect Student Data manually, such as when an Educator or other individual authorized to access an Educational Institution's account enters such Student Data through the Educational Institution's login and dashboard; or

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automatically, if the Educational Institution chooses to integrate its Student Information System ("SIS") with the Service. We also collect, receive and generate Student Data in connection with your authorized use of the Service. If you are an Educational Institution or Educator, you represent and warrant that you have the authority to provide Student Data to TeachTown and authorize TeachTown to collect Student Data for the purpose of providing the Service, and that you have provided appropriate disclosures to the parents or legal guardian regarding your sharing of such personal information with TeachTown.

4.5 Compliance with Laws

TeachTown and the Educational Institutions, Educators and Parents each agree to uphold their responsibilities under laws governing personal information and Student Data, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and any and all applicable state laws. We rely on Educational Institutions and Educators to obtain and provide appropriate consent and disclosures, if necessary, for TeachTown to collect any Student Data, including the collection of Student Data directly from Students under thirteen (13) years of age, as permitted under COPPA. We recommend that you provide a copy of the Privacy Policy to Parents.

You are required to comply with this Agreement and all regulations and laws governing the privacy of children and children's personal information in your territory. You represent and warrant that you are in compliance with all applicable data protection laws governing the protection of personal information and the sharing of student education records.

4.6 Use of Student Data.

By submitting or providing us access to Student Data, you agree that TeachTown may use the Student Data solely for the purposes of (i) providing the Service, (ii) maintaining, supporting, evaluating, diagnosing, improving and developing the

provision and use of such personal information to train, develop and improve its machine learning and other artificial intelligence algorithms and other models), (iii) enforcing our rights under this Agreement, (iv) using aggregated Student Data for research purposes and (v) as permitted with the Educational Institution's, Educator's or Parent's consent. For clarity and without limitation, we may use Student Data for adaptive learning purposes or customized student learning and to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not

determined in whole or in part by payment or other consideration from a third party.

4.7 Restrictions of Disclosure of Student Data.

TeachTown is prohibited from using Student Data to (a) direct targeted online advertising to Students; (b) develop a profile of a Student, Parent or other individual, other than for the purpose of providing educational services or as authorized by an Educational Institution, Educator or Parent; or (c) for any commercial purpose unless authorized by an Educational Institution, Educator or Parent or permitted by applicable law. Notwithstanding the foregoing, you agree that TeachTown may provide customized content, advertising and commercial messaging to Users from time to time, provided that such advertisements shall not be based upon Student Data relating to individually identifiable Students, unless we have received consent from the Educational Institution, Educator or Parent to have Student Data used for such purposes and to the extent such data use is permitted by applicable law.

4.8 Use of De-Identified Information.

You agree that we may collect and, both during and after the term of our agreement, use De-Identified Information for the purposes of development, research and improvement of our Service and other educational sites, services and applications or technologies or as any other member of the public would be able to use De-Identified Information pursuant to FERPA, and that we may share such De-Identified Information with our vendors or other third-parties for such purposes. **"De-identified Information"** refers to data from which any direct and indirect identifiers have been removed or obscured in a way that minimizes the risk of disclosure of the identity of the individual. We agree not to attempt to re-identify De-Identified Information, and to contractually prohibit any third party to whom it is disclosed from doing so.

4.9 TeachTown's Third-Party Service Providers.

You acknowledge and agree that TeachTown may provide access to Student Data to our employees, affiliates and to certain third-party service providers which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

4.10 User-Requested Third-Party Access.

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TeachTown may provide users the ability to use and access third-party services through the TeachTown Service, and to share data, including Student Data, with third parties through the Service. You consent to allow us to provide access to Student Data to third parties through the Service as directed by an authorized User. You acknowledge that we are not responsible for the data practices of third parties with whom you elect to share Student Data through the Service, and that, as between us, you are solely responsible for the third-party content and the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

4.11 Student Data Retention and Deletion Requests.

Educational Institutions, Educators or Parents may request that we delete or retrieve Student Data in our possession at any time by providing such a request in writing. We shall comply with such request within thirty (30) days; provided that we are not required to destroy any electronic copy of Student Data that is retained pursuant to TeachTown's standard electronic backup and archival procedures if (a) personnel other than information technology ("IT") personnel do not have access to such retained copies and (b) IT personnel have access to such copies only as reasonably necessary for the performance of their IT duties (e.g., for the purposes of system recovery). We also are not required to delete data that has been de-identified such that it can no longer be used to identify an individual. A User seeking to modify, correct or delete personal information about a Student without the requisite admin privileges over the Student Data will be instructed to contact the Educational Institution, Educator or Parent (as applicable) to discuss data deletion or modification. We do not delete or de-identify any Student Data associated with an active Educational Institution contract except at the direction of the Educational Institution. The Educational Institution is responsible for maintaining current student rosters and removing

Student Data within the Educational Institution no longer needs for an educational purpose through the Service itself, if applicable, or by submitting a deletion request. We will retain Student Data for a period of two years after termination of the contract to continue to provide the Educational Institution access to its records and aggregate reports, after which the Student Data will be deleted and/or de-identified, unless we receive a deletion request prior to that date.

4.12 Changes to Student Data Processing.

We will use commercially reasonable efforts to provide at least thirty (30) days' notice of any change that may involve collecting, using, storing or sharing Student Data in a materially different way than was disclosed to you previously,

so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by deleting your account before the changes take effect. You may request previous versions of this Agreement by contacting us at serviceterms@teachtown.com.

5. Privacy

We care about the privacy of our Users. You understand that by using the Service you acknowledge that TeachTown will collect, use and disclose your personally identifiable information as set forth in our [Privacy Policy](#).

6. Security

TeachTown cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

We have implemented administrative, physical and technical safeguards designed to secure the Student Data in our possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the Education Institution. If, due to a Security Event which is caused by the acts or omissions of TeachTown or its agents, a notification to an individual,

is required under applicable privacy laws, the Education Institution shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and TeachTown shall indemnify the Education Institution for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of TeachTown or its agents, TeachTown shall reasonably cooperate with Education Institution's investigation of the Security Event, upon request at Education Institution's reasonable expense, but TeachTown shall not indemnify an Education Institution for costs associated with the Security Event.

7. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by TeachTown. TeachTown does not endorse or assume any responsibility for any such third-party sites, information, materials, products or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and TeachTown's Privacy Policy do not apply to your use of such sites. You expressly relieve TeachTown from any and all liability arising from your use of any third-party website, service or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that TeachTown shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

8. Indemnity

You agree to defend, indemnify and hold harmless TeachTown and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law,

any content that is submitted via your User Account including without limitation misleading, false or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR

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WRITTEN, OBTAINED BY YOU FROM TEACHTOWN OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TEACHTOWN, ITS SUBSIDIARIES, ITS AFFILIATES AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE.

FURTHER, TEACHTOWN DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TEACHTOWN WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IF YOU ARE A RESIDENT OF A STATE THAT GRANTS SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TEACHTOWN, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL TEACHTOWN BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM

HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TEACHTOWN ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TEACHTOWN, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TEACHTOWN IN THE TWELVE (12) MONTHS PRECEDING THE EVENT

WHICH MAY GIVE RISE TO LIABILITY OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF TEACHTOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Governing Law

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You agree that: (i) the Service shall be deemed solely based in Massachusetts; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Kentucky. This Agreement shall be governed by the internal substantive laws of Kentucky, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

12. Additional Terms for Mobile Applications

12.1 Mobile Applications.

We may make available software to access the Service via a mobile device ("**Mobile Applications**"). To use any Mobile Applications, you must have a mobile device that is compatible with the Mobile Applications. TeachTown does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. TeachTown hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one User Account on one

Mobile Applications owned or created solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that TeachTown may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and TeachTown or its

third-party partners or suppliers retain all right, title and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. TeachTown reserves all rights not expressly granted under this Agreement. If the Mobile Applications are being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

12.2 Mobile Applications from Apple App Store.

The following applies to any Mobile Applications you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and agree that this Agreement is solely between you and TeachTown, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to TeachTown as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement

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and any law applicable to TeachTown as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, TeachTown, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and TeachTown acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

13. General

13.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TeachTown without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

13.2 Notification Procedures and Changes to the Agreement.

TeachTown may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice or through posting of such notice on our website, as determined by TeachTown in our sole discretion. TeachTown reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. TeachTown is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. TeachTown may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the "last updated" date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Agreement. If you do not agree to any of this Agreement or any future Agreement, do not use or access (or continue to access) the Service.

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13.3 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and TeachTown's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.4 Electronic Communications.

By downloading, accessing or using the Service, you consent to receiving electronic communications and notices from TeachTown. You agree that any notice, agreement, disclosure or other communications that we sent to you electronically will satisfy any applicable legal communication requirements, including, without limitation, that such communications be in writing.

13.5 Contact.

TeachTown is located at 330 West Cummings Park, Woburn, MA 01801. Please contact us at serviceterms@teachtown.com with any questions regarding this Agreement. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

13.6 Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with TeachTown in connection with the Service, shall constitute the entire agreement between you and TeachTown concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

TeachTown Terms of Service

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10/27/2022

10/6/2022

TeachTown Representative Date

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Representative Date

District