

DATE:

09/28/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve The purchase of Second Steps Learning for Twenhofel Middle school to purchase site licenses for the 2022-2023, 2023-2024, and 2024- 2025 school years.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Second Steps allows for teachers and administrators to support students through Tier 1 and Tier 2 SEB instruction. Second Steps through the program will allow for a more systemic process to promote Social and Emotional behavior.

FISCAL/BUDGETARY IMPACT:

\$8157.00 Esser

RECOMMENDATION:

Approval to The purchase of the Second Steps Learning Program for Twenhofel Middle School.

CONTACT PERSON:

D. Shannon K. Gross


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.



2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5032201
Date 11/3/2022
Customer ID 10109210

Bill To

Accounts Payable
Kenton County Bd of Education
1055 Eaton Drive
Fort Wright KY 41017
United States

Ship To

Tyler Teke
Twenhofel Middle School
11800 Taylor Mill Rd
Independence KY 41051
United States

Requested By

Tyler Teke

Ship To

Tyler Teke

Setup Admin

Name: Tyler Teke
Email:
tyler.teke@kenton.kyschools.us

Entered By

Harvey Fox

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
903003	Second Step Grades K-8, Single-Site Pricing, 3-Year License		12/13/2022	12/13/2025	1	\$8,157.00	\$8,157.00

Subtotal \$8,157.00
Discount
Shipping & Handling \$0.00
Sales Tax* (%) \$0.00

TOTAL \$8,157.00

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

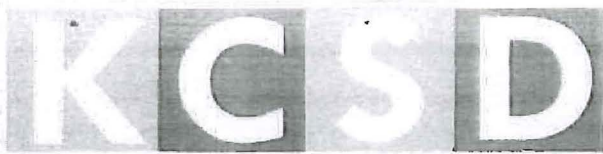
Client Memo: Future date to align with school board meeting. PO to be submitted on 12/13/22 per Shannon Gross.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at:
<https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5032201 on your order to guarantee pricing.



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) 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. Second Step programs do not collect or process Personal Information, student data or other student data protected by FERPA, NSLA and CNA ("KCBOE Data"); this agreement applies only to KCBOE Data. The Second Step® service and curricula are provided in accordance with the Second Step® K-8 Digital Curriculum License Agreement as referred to in CFC Quote # 5026757.

Committee for Children

Vendor Name

2815 Second Ave, Suite 400, Seattle, WA 98121

Vendor Address

800-634-4449 ext 1

Vendor Telephone

rfps@cfchildren.org

Vendor Email Address



Loretta Corwin (Sep 20, 2022 12:05 PDT)

Signature by Vendor's Authorized Representative

Loretta Corwin, Interim VP of Finance & Operations

Print Name

September 20 2022

Date

Second Step® K-8 Digital Curriculum License Agreement
[modified.11] [as updated from time to time]

This Digital Curriculum License Agreement ("**Agreement**") governs your access and use of the online service and support (the "**Service**") that allows Kenton County Board of Education ("**You**" or the "**District**") and any authorized educators or other personnel accessing the Service on behalf of your organization in an authorized classroom (each an "**Authorized User**") to access Second Step Elementary and Second Step Middle School (together, also referred to as "**Second Step K-8**") digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources (collectively, the "**Curriculum**") and your use and the use by Authorized Users of the Curriculum provided by Committee for Children ("**Committee for Children**," "**CFC**," "**we**," or "**us**").

A. PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE, IN ADDITION TO OUR PRIVACY POLICY AS NOTED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use or Privacy Policy, the terms in this Agreement shall prevail. The CFC Data Processing Addendum is Exhibit A to this Agreement; the CFC Terms of Use are Exhibit B to this Agreement

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our Privacy Policy. You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (i) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Curriculum to Authorized Users, (ii) display and perform the Service and the Curriculum, and (iii) download, use, copy and distribute the downloadable portions of the Curriculum and permit Authorized Users to download, copy and use the same; all of the foregoing solely for your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person classroom instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Your Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by you, including data that relates to you and your Authorized Users ("**Your Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify you, your school, or district. Aggregated Data will not be considered Your Data.

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-

party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "Subscription"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org. ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must

resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Your Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Your Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (c) CFC's use of Your Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION,

ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. Indemnification. In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must

promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. This Agreement shall be governed by the law of the State of Kentucky without reference to its choice of law principles. CFC CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KENTON COUNTY, KENTUCKY.

15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121
800-634-4449

COMMITTEE FOR CHILDREN

Signature: _____

DocuSigned by:
Loretta Corwin
89EFA61BBF1948C...

Name & Title: _____

Loretta Corwin, Interim VP Finance
& Operations

Date: _____

10/24/2022

Telephone: _____

800-634-4449

Email: _____

rfps@cfchildren.org

Address: _____

2815 Second Avenue, Suite 400

Seattle WA 98121-3207

KENTON COUNTY BOARD OF EDUCATION

Signature: _____

Name & Title: _____

Date: _____

Telephone: _____

Email: _____

Address: _____

Attachments to this Agreement (in addition to those incorporated via hyperlink):

Exhibit A: CFC Data Processing Addendum

Exhibit B: CFC Terms of Use

Exhibit A to Second Step® K-8 Digital Curriculum License Agreement
DATA PROCESSING ADDENDUM

Last Updated: March 2021 [as updated from time to time]

Applies if first use is on or after March 15, 2021

This Data Processing Addendum ("**Addendum**") supplements the Second Step® K-8 Digital Curriculum License Agreement (the "**Agreement**"), between You ("**Customer**") and Committee for Children ("**CFC**"), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the "**Effective Date**"), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

- 1. Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. "**Personal Information**" means information that relates, directly or indirectly, to an identified or identifiable person (a "**Data Subject**"), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt "Personal Information" includes all information that falls under the definition of "Personally Identifiable Information" as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 ("**FERPA**"). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
- 2. CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
- 3. CFC Responsibilities.** "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
 - (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
 - (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("**CCPA**"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "**CIPA**"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "**PPRA**"), and Washington's Public Records Act (the "**PRA**"), Chapter 42.56 RCW (collectively, "**Applicable Law**");
 - (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;
 - (d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. **CFC's Processing of Education Records.** With respect to CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records.* Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

(d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.

5. **Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.

6. **Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.
7. **Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. **"Security Breach"** means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
8. **Return or Destruction of Personal Information.** Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. **DISCLAIMER.** CFC MAKES NO REPRESENTATION OR WARRANTY THAT THIS ADDENDUM IS LEGALLY SUFFICIENT TO MEET CUSTOMER'S NEEDS UNDER APPLICABLE LAW, INCLUDING THE CCPA, FERPA, CIPA, PPRA AND PRA. CFC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, THROUGH A COURSE OF DEALING, OR OTHERWISE THAT THIS ADDENDUM WILL COMPLY WITH OR SATISFY ANY OF CUSTOMER'S OBLIGATIONS UNDER APPLICABLE LAW. CUSTOMER FULLY UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL OF ITS OBLIGATIONS IMPOSED BY APPLICABLE LAW. THE PARTIES AGREE THAT THERE WILL BE NO PRESUMPTION THAT ANY AMBIGUITIES IN THIS ADDENDUM WILL BE CONSTRUED OR INTERPRETED AGAINST THE DRAFTER.

* * * *

Exhibit B to Second Step® K-8 Digital Curriculum License Agreement

TERMS OF USE [as updated from time to time]

Last Updated: November 2017

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.

These Terms of Use (these “**Terms**”) apply when you access or use the www.secondstep.org website, the www.cfchildren.org website, the www.mindyeti.com website, the www.earlyopenoften.org website, the www.abiertoyamenudo.org website, or the Mind Yeti mobile application (collectively, the “**Services**”) provided by Committee for Children (“**Committee for Children**” or “**CFC**”). These Terms do not change the terms or conditions of any other agreement you may have with CFC for products, services, or otherwise, including, without limitation, the Second Step Kit License Agreement, the Second Step Middle School License Agreement, and the Mind Yeti for Schools License Agreement. If you are using the Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity’s behalf, and that the entity agrees to be responsible to CFC if you violate these Terms.

Changes to These Terms

CFC reserves the right to change these Terms at any time and at its sole discretion. If CFC makes changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Services, or by updating the “**Last updated**” date at the top of these Terms. Your continued use of this Site following the posting of changes will confirm that you accept the changed Terms. CFC encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Services. If you do not agree to the changed Terms, you must stop using the Services.

Privacy Policy

Please refer to the CFC [Privacy Policy](#) for information about how CFC collects, uses, and discloses information about users of the Services.

Accounts

To access certain areas and features of the Services, you must register for an account using the activation key provided to you by CFC. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify CFC if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to CFC.

Copyright and Limited License

Unless otherwise indicated, the Services and all content and other materials in the Services, including, without limitation, the Committee for Children logo, Second Step logo, Mind Yeti logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the “**CFC Materials**”) are the proprietary property of CFC or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with CFC that includes broader license rights to the Services or any CFC Materials therein, you are granted a limited, non-exclusive, non-sublicensable, revocable license to (i) access and use the Services, (ii) download CFC Materials that are expressly provided through the Services for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the CFC Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and CFC. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and CFC, you do NOT have the right to do any of the following: (a) sell, resell, or commercially use the Services or the CFC Materials; (b) distribute, publicly perform, or publicly display any part of the CFC Materials; (c) publish or reproduce any part of the CFC Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Services or the CFC Materials; (e) use any data mining, robots, or similar data gathering or extraction methods; (f) download

(other than via page caching) any part of the Services or the CFC Materials that are not expressly provided by CFC for download; or (g) use any part of the Services or the CFC Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the CFC Materials and will ensure that all permitted copies of the CFC Materials contain the same copyright notice and other legends or notices that appear on the copies provided by CFC or as otherwise may be instructed by CFC. Any use of the Services or the CFC Materials other than as specifically authorized by these Terms or in writing by CFC is strictly prohibited and will terminate your license to the Services and the CFC Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, CFC has adopted a policy of terminating, in appropriate circumstances and at CFC’s sole discretion, accounts of account holders who are deemed to be repeat infringers. CFC also may, at its sole discretion, limit access to the Services and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Copyright Complaints

If you believe that anything in the Services infringes on any copyright you own or control, you may file a notification with CFC’s Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Mary Brodd

Address to Send Notification: 2815 Second Avenue, Suite 400, Seattle, WA 98121

Telephone Number of Designated Agent: 206-438-6318

Email Address of Designated Agent: mbrodd@cfchildren.org

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys’ fees, incurred by CFC or the alleged infringer as the result of CFC relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Trademarks

“Committee for Children,” “Second Step,” the CFC logos, and any other CFC product or service name or slogan contained in the Services are trademarks of CFC and its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CFC or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “Committee for Children” or any other name, trademark, or product or service name of CFC without CFC’s prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of CFC and may not be copied, imitated, or used, in whole or in part, without CFC’s prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by CFC.

Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Services for noncommercial purposes, provided that (a) such link does not portray CFC in a false, misleading, derogatory, or otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any CFC logo or other proprietary graphic of CFC to link to the Services without CFC’s express written permission. You may not, without CFC’s express written permission, use, frame, or utilize framing techniques to enclose CFC’s trademark, logo, or other proprietary information, including the images found in the Services, the content of any text, or the layout or design of any page or form contained on a page of the Services.

CFC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Services. These websites are not under the control of CFC, and CFC is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. CFC and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by CFC of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

Third Party Products and Services

CFC may provide information about or links to third-party products or services. CFC does not control, endorse, or adopt any third party information in the Services and makes no representation or warranties of any kind regarding third-party information in the Services, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. CFC is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Services. You may “opt out” of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you warrant to CFC that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Services, or any other agreement you may have with CFC. You may not use the Services in any manner that could damage, disable, overburden, or impair the functioning of the Services or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

Permitted Use of the Services

The Services may contain interactive areas or services (“**Interactive Areas**”), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, “**User Content**”). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas.

You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;
- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files; Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;

- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of CFC, is objectionable or restricts or inhibits any other person from using or enjoying the Services, or may expose CFC or CFC's users to any harm or liability.

You are solely responsible for your conduct while accessing or using the Services and will not violate any law, contract, intellectual property, or other third-party right, or commit any tort in connection with your access to or use of the Services. You will abide by these Terms and will not do any of the following in connection with the Services or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Services that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including user names, e-mail addresses, or other contact information, without their consent or for the purpose of sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by CFC to access the Services or to extract data;
- Attempt to circumvent any content filtering techniques CFC employs, or attempt to access any service or area of the Services that you are not authorized to access;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with CFC or that CFC has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with User Content and the Services without CFC's prior written permission; or
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms or any code of conduct or other guidelines that apply to the Interactive Areas.

CFC takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; or (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. As a provider of interactive services, CFC is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although CFC has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, CFC reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

Rights in User Content

By submitting or posting User Content to the Services, you hereby grant CFC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or CFC's products and services, including, without limitation, the right to use your name, likeness, voice, or identity. You grant CFC and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features in connection with the Services does not imply any endorsement

of such feature or of the Services unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all of the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about CFC, the Services, or CFC's products or services (collectively, "**Submissions**"). Submissions, whether posted to the Services or provided to CFC by email or otherwise, are nonconfidential and shall become the sole property of CFC. CFC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY CFC, THE SERVICES AND CFC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. CFC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES AND THE CFC MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CFC, CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ITS INDEPENDENT CONTRACTORS, SUPPLIERS, AND CONSULTANTS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, and AGENTS (COLLECTIVELY, THE "**CFC PARTIES**") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM CFC OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION. OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR CFC'S RECORDS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE CFC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

Indemnification

You will defend, indemnify, and hold harmless the CFC Parties from and against any third party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of the Services, (b) your conduct in connection with the Services, (c) any User Content or Submissions you provide, (d) your violation of these Terms, and (e) your violation of the rights of another.

Termination; Modification to the Services

CFC reserves the right, without notice and in its sole discretion, to terminate your license to use the Services and to block or prevent your future access to and use of the Services. CFC reserves the right to modify or discontinue, temporarily or permanently, the Services, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof.

Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will be construed in accordance with and enforced by, the laws of the State of Washington, USA, without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

No Waiver

Enforcement of these Terms is solely at CFC's discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of CFC's right to enforce the same or other part of these Terms in other instances.

Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Questions or Comments

Questions or comments about the Services may be directed to CFC by [email](#) or by mail at:
Committee for Children
2815 Second Avenue, Suite 400
Seattle WA, 98121

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