

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts ACH Payments, checks, or credit cards for all orders.
5. If paying by credit card for a quote without an invoice,
 - Orders greater than \$5,000 will include a 4% processing fee
 - Credit card payments CANNOT be processed via phone or email. They can only be processed through our online store via a link.
 - Reach out to your Sales Representative to request a link to pay.
6. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-158762	OPP-374992	5/16/2024

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to sales@n2y.com or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-158762** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

ULS printed books will be in stock and available for shipping on July 15, 2024. Purchase orders can be submitted at any time but will not be invoiced and fulfilled until product is on hand in the warehouse.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Melanie Quicker
Account Executive
mquicker@n2y.com
(419) 433-9800 ext. 1212

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and _____ n2y LLC _____ (“Vendor”), and is intended to amend, modify, and supplement the _____ TBD _____ (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply,

as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify BCS and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents or breaches affecting data at rest, the Vendor agrees to promptly notify the Client and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. 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 purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time

of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) 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 advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a

request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such Client Data alternatively be destroyed. Vendor shall complete such return or destruction within thirty (30) calendar days of the termination of this Agreement and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such return or destruction.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and

agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: 07/11/2024

Printed Name: _____

Title/Position: Board Chair

n2y LLC

By: Sam Edla

Date: 02/07/2024

Printed Name: Sam Edla

Title/Position: CTO



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While our terms haven't changed, we remain committed to meeting educator needs with increased access to our solutions during COVID-19 school closures.

Welcome to the n2y LLC and related companies and subsidiaries (which together with each company's shareholders, members, directors, officers, employees, and agents are herein collectively called "n2y") website. Access to, and use of, this website and its accompanying materials and content is subject to the terms and conditions listed below (the "Agreement"). Please read and review carefully these terms and conditions which govern your use of this website and its accompanying materials and content. Your use of this website and its accompanying materials and content signifies your binding consent to this Agreement. This Agreement supersedes all previous representations, understandings, or agreements regarding the information contained herein.

MODIFICATIONS

n2y may revise this Agreement at any time. Revisions to this Agreement when possible will be posted on this website approximately 30 days in advance. You will be prompted to review and acknowledge your consent to this Agreement if any revisions have been made before using this website and its accompanying materials and content. If you have questions regarding this Agreement, please contact n2y customer support at (800) 697-6575 (te:8006976575). By using this website and its accompanying materials and content, you, whether an Authorized User or other visitor to this website, are agreeing to be bound by the then-current version of this Agreement.

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LIMITATION OF LIABILITY

n2y does not warrant, guarantee, or make any representations regarding the use, or the results of use, of this website and its accompanying materials and content in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of this website and its accompanying materials and content is assumed by you. If this website and its accompanying materials and content are defective, n2y's sole responsibility shall be the replacement of the defective subscription, materials or content and you shall have no further remedy relating to the defect.

n2y shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if n2y has been advised of the possibility of such damages), resulting from: (a) the use of or the inability to use this website and its accompanying materials and content; (b) the cost of procurement of substitute goods and services resulting from any inability to use this website and its accompanying materials and content; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on this website or its accompanying materials and content; or (e) any other matter relating to this website and its accompanying materials and content.

n2y's products and services are controlled and operated from US-based facilities and it makes no representations that they're appropriate or available for use in other locations. If you access or use the services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable international, United States and local laws and regulations, including but not limited to export and import regulations. n2y does not target marketing campaigns or other marketing activities to individuals or organizations outside of the US. n2y is committed to protecting its subscribers' PII as detailed in this Agreement.

CONFIDENTIALITY

This website and its accompanying materials and content contain information and images confidential and proprietary to n2y, including, but not limited to, marketing information, product information, advertising and teacher and student data ("Confidential Information"). Accessing, using, copying, distributing, disseminating and changing Confidential Information is subject to n2y policies, restrictions and procedures regarding confidentiality, including, but not limited to, the policies set forth herein.

Only Authorized Users may access and/or use the Confidential Information contained on this website. If you have accessed this website and its accompanying materials and content without authorization, you are unlawfully and wrongfully doing so. By proceeding to use this website and its accompanying materials and content, you represent that you are an Authorized User and that you have no personal or proprietary interest in the Confidential Information. If you do not agree to such terms, you are prohibited from using and accessing this website and its accompanying materials and content.

You have been given access to the Confidential Information based upon your representation that you have a need for such access and that you will only use such Confidential Information for authorized use. You shall not allow any unauthorized person or entity access to this website and its accompanying materials and content (including, but not limited to, the Confidential Information) under your personal username and/or security password. You understand that any violation of these terms could result in disciplinary, legal and/or other action against you. You assume any and all liability for the acts of any unauthorized user to whom you provided access to this website and its accompanying materials and content.

If disclosure of any of the Confidential Information is requested pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, you will assert the privilege applicable to confidential business and proprietary information and will refuse to respond (to the fullest extent allowed by law). You will promptly advise your employer (or the party providing you with access to this website and its accompanying materials and content) and n2y in writing of any such request for disclosure.



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USAGE POLICY

Authorized Users may use the materials and content and the Confidential Information on this website solely for their personal use. Accessing, using, copying, distributing, disseminating and/or changing Confidential Information is subject to your underlying agreement with n2y and your compliance with this Agreement. Failure to comply with your underlying agreement with n2y or this Agreement may subject you and/or your company to immediate termination of access rights to this website and its accompanying materials and content and/or any other actions n2y may deem appropriate. Upon expiration of your subscription, all Authorized User accounts associated with your subscription will be automatically inactivated.

Authorized Users include (but are not limited to) students with a student login credential. Deactivation of a customer's account will also deactivate any associated student login credentials.

Please note that with respect to usage of the Unique Learning System®, News-2-You®, SymbolStix PRIME®, L³ Skills® and Positivity® the maximum number of students that may utilize the materials and content under a single license is 15.

DATE OF COMMENCEMENT OF SUBSCRIPTION

You have the option to delay commencement of your subscription to a date no later than 90 days from the date of said agreement. If a delayed commencement of subscription date is not elected and actually selected and identified on the date of your underlying agreement with n2y, your subscription shall be effective immediately.

SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Unless otherwise agreed upon in writing between you and n2y, your subscription will not automatically renew unless you notify n2y in writing at least 30 days prior to the expiration of same. Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted (or denied) in n2y's sole discretion). In the event you fail to pay your renewal fee in full within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt.

PLEASE NOTE: THE GRACE PERIOD IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.

PRIVACY AND SECURITY

Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration and use. n2y will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Except as expressly provided in this Agreement, neither n2y nor its successors or assigns shall have any liability for the breach of its privacy and security measures or the integrity of its hosting services, unless caused by the willful misconduct of n2y. n2y expressly disclaims any warranty that data exchanges are or will be secure.



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Data residing on the n2y server is password protected, and account access is provided only to Authorized Users. However, the safety and security of your data also depends on you. You should not upload or send to n2y sensitive information via email, as this is not secure. You are also responsible for keeping account usernames and passwords confidential. Please notify n2y if you become aware that data has been lost, stolen, or used without permission; n2y may disable access to an account in order to prevent an unauthorized third party from obtaining access to same.

THIRD PARTIES

n2y will not distribute or otherwise disclose any personally identifiable information ("PII") (as defined below) to any third party without the prior written consent of an applicable customer. n2y does not sell PII to third parties. n2y shall ensure that any third party that handles PII agrees to comply with this Agreement.

FERPA AND PII

FERPA protects the privacy interests of students in their education records. It controls the disclosure of a student's PII from education records without the consent of the parent or eligible student. Per Federal regulation, PII includes (but is not limited to) a 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, indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, 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, or information requested by a person who an educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. Examples of the types of PII, student data and other data that n2y may acquire include: name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, , login, and more.

It is n2y's policy to limit access to this website and its materials and content through secured interfaces that require user authentication and to have in place reasonable support measures to protect PII.

COPPA

The Children's Online Privacy Protection Act of 1998 ("COPPA") regulates the online collection, use and/or disclosure of personal information from and about children under the age of 13 on the internet. This notice is meant to inform you, the parents, of n2y's practices regarding its collection, use and/or disclosure of personal information from such children.

Please note: If there is ever a material change in our collection, use and/or disclosure practices to which you have previously consented to, this notice will be updated accordingly and provided again to you.

n2y may have collected your online contact information from your child, and, if such is the case, your name and/or the name of your child, in order to obtain your consent as required under COPPA. Your consent is required for n2y's collection, use and/or disclosure of your child's personally identifiable information ("PII") and n2y will not collect, use and/or disclose any personal information from your child if you do not provide such consent.

To obtain verifiable parental consent to n2y's collection, use and/or disclosure of your child's personal information, n2y requires you use a credit card, debit card or other online payment systems that provides notification of each discrete transaction to you to purchase obtain access to this website and its accompanying materials and content. If you do not provide consent within a reasonable time from the time you are presented with this notice, n2y will delete your online contact information (if any) from its records.

In the case of a school or other organization's purchase of a subscription to access the materials and content, the law permits it to obtain parental consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent to be given directly to the website operator.

Please note that you always have the right to consent to collection and use of your child's personal information without consent to disclosure of his or her personal information to third parties. Where applicable, n2y solutions are accessed via a separate teacher or student view. Student personal information such as name, student



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number, picture, level, gender, birthday, parent/guardian name, address, phone, username is entered and established via the teacher view by an adult such as a teacher, subscription administrator, parent or guardian. They are not entered by a child. Further, n2y may collect usage analytics to be presented back to you or your child or to your child's teacher (if applicable) to demonstrate progress and performance or for internal purposes to improve certain n2y products. n2y collects this information through the child's interaction with activities and assessments in the solutions. n2y will not require your child to disclose more information than is reasonably necessary to participate in an activity and will not retain personal information any longer than is necessary to fulfill the purpose for which it was collected and will deidentify or delete the information using reasonable measures to protect against its unauthorized access or use per n2y's retention policies.

You can review your child's personal information, direct us to delete said information and/or refuse to allow any further collection, use and/or disclosure of your child's information at any time. You may revoke your consent at any time by contacting n2y Customer Service at P.O. Box 550 Huron, OH 44839, or at [\(800\) 697-6575 \(tel:8006976575\)](tel:8006976575). n2y takes seriously its obligation to safeguard the confidentiality, security and integrity of personal information collected from children and takes steps to release children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information and who provide assurances that they will maintain the information in such a manner. n2y does not sell your child's personal information to third parties or use it for marketing purposes. It is important to n2y that children and their parents understand its policy and practices concerning the collection, disclosure and use of personal information. Please carefully read our Terms of Use, and if you have any questions about n2y's practices, please contact n2y Customer Service at P.O. Box 550, Huron, OH 44839, or at [\(800\) 697-6575 \(tel:8006976575\)](tel:8006976575).

CALIFORNIA CONSUMER PRIVACY ACT OF 2018 NOTICE ("CCPA")

WHAT IS THE CCPA?

The California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA") is a law enacted in the State of California with an effective date of January 1, 2020. The CCPA generally expands upon the privacy rights available to California citizens and requires certain companies to comply with various data protection requirements. The detailed text of the law are available at: [TITLE 1.81.5. California Consumer Privacy Act of 2018 \[1798.100 - 1798.199\]](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=3.&part=4.&lawCode=CIV&title=1.81.5) (https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=3.&part=4.&lawCode=CIV&title=1.81.5).

The CCPA grants Californian consumers new rights with respect to the collection of their Personal Information (as defined herein) and requires companies to comply with certain obligations, including:

- The consumer's right to receive a copy, in a readily usable format, of the specific Personal Information collected about them during the twelve (12) months prior to their request;
- The consumer's right to know a business's data collection practices, including the categories of personal information it has collected, the source of the information, the business's use of the information, and to whom the business disclosed the information it has collected about the consumer
- The consumer's right to have such personal information deleted (with exceptions);
- The consumer's right to know the business' data sale practices and to request that their personal information not be sold to third parties;
- A prohibition on businesses on discrimination for exercising a consumer right; and
- An obligation on businesses to notify a consumer of their rights.

WHAT IS PERSONAL INFORMATION?

The CCPA defines "Personal Information" as information that "identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular" California consumer or household. Personal information does not include publicly available information or consumer information that is de-identified or aggregate consumer information.

HOW DOES THE CCPA APPLY TO N2Y CUSTOMERS?

n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for

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no commercial purpose other than the performance of such obligations and improvement of the services we provide.

n2y does not “sell” our customer’s Personal Information as currently defined under the CCPA, meaning that we also do not rent, disclose, release, transfer, make available or otherwise communicate that Personal Information to a third party for monetary or other valuable consideration.

n2y may share aggregated and/or anonymized information regarding use of the service(s) with third parties to help us develop and improve the services and provide our customers with more relevant content and service offerings.

WHAT PERSONAL INFORMATION DOES N2Y COLLECT, FOR WHAT PURPOSE, FROM WHOM, AND DO WE DISCLOSE IT TO SERVICE PROVIDERS?

Personal Information is collected in n2y’s system directly by its customers who use the data in the solutions. It is also collected by n2y to provide and develop our products and services. n2y works to maintain the trust and confidence consumers demonstrate when they share their personal information in the solutions. The chart below describes the categories of Personal Information as described in CPPA, the purpose of data collection in n2y’s solutions, the source of the Personal Information, and whether n2y discloses the Personal Information for business purposes:

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY	PURPOSE
Identifiers	name or alias, address, IP address, email, account name, and other identifiers such as social security, driver’s license, or passport number, id. § 1798.140(o)(1)(A);	Some information in this category is collected (either required or optional) across n2y’s public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Cust and: • Proc • Proc • Mar • Proc • Corp • Adm
Personal information categories listed in the California Customer Records Statute	“any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to,” signature, physical characteristics, education, employment or employment history, and financial, medical or health insurance information, as well as the following numbers: telephone, insurance policy, bank account, credit card, and debit card, id. §§ 1798.140(o)(1)(B); 1798.80(e);	Some information in this category is collected (either required or optional) across n2y’s public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Cust and: • Proc • Proc • Mar • Proc • Corp • Adm
Protected classification or characteristics under California or federal law	“[c]haracteristics of protected classifications under California or federal law,” id. § 1798.140(o)(1)(C); prohibits your employer from subjecting you to discrimination based on your: Sexual orientation. Gender identity and gender expression. ... Sex (including pregnancy, childbirth, and related medical conditions) Jun 22, 2017	Some information in this category is collected (optional) across n2y’s products	<ul style="list-style-type: none"> • Cust and: • Proc


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CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY	PUR
Commercial Information	commercial information, such as records of personal property, products or services purchased or considered, and purchasing histories or tendencies, id. § 1798.140(o)(1)(D);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Cust and: • Proc • Proc • Mar • Proc • Corř • Adm
Biometric Information	biometric information, meaning physiological, biological, or behavioral characteristics, including DNA, sufficient to establish identity, such as images of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings capable of producing an identifier template, as well as keystroke and gait patterns or sleep, health, or exercise data that contain identifying information, id. §§ 1798.140(o)(1)(E), 1798.140(b);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not app
Internet or other similar network activity	internet or other network activity such as browsing history or interactions with websites, apps, or ads, id. § 1798.140(o)(1)(f);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Consumers
Geolocation data	geolocation data, id. § 1798.140(o)(1)(g);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Con: • or se • Proc • Proc • Mar • Proc • Corř • Ope
Sensory data	"[a]udio, electronic, visual, thermal, olfactory, or similar information," id. § 1798.140(o)(1)(h);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Cust • or se • Proc • Proc
Professional or employment related information	"professional or employment-related information," id. § 1798.140(o)(1)(i);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not app
Inferences drawn from other personal information	inferences drawn from any of the above information to create a consumer profile, Cal. Civ. Code § 1798.140(o)(1)(k).	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	<ul style="list-style-type: none"> • Cust • or se • Proc • Proc

CCPA PRIVACY POLICY RIGHT TO KNOW ABOUT PERSONAL INFORMATION COLLECTED AND/OR DISCLOSED

REQUEST TO KNOW:

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You may request and, subject to certain exemptions, the following will be provided:

- The specific pieces of Personal Information that n2y has about you.
- The categories of Personal Information collected about you in the preceding 12 months.
- The categories of the sources from which the Personal Information is collected.
- The categories of Personal Information that n2y disclosed for a business purpose about you.
- The categories of service providers to whom the Personal Information was disclosed for a business purpose.
- The business or commercial purpose for collecting Personal Information.

REQUEST TO DELETE:

You may request deletion of Personal Information collected from you. Please note that this right does not apply in instances where n2y needs to retain the Personal Information such as (but not limited to) any of the following to:

- Provide goods or services to you;
- Detect or resolve issues regarding security or functionality-related issues;
- Comply with the law;
- Conduct research in the public interest; and
- Safeguard the right to free speech.

REQUEST TO “DO NOT SELL”

n2y does not sell personal information of its users for monetary or other valuable consideration.

SUBMITTING REQUESTS TO KNOW AND REQUESTS TO DELETE

Beginning January 1, 2020, if you are a California resident and would like to submit a CCPA request, you may:

- Contact n2y by phone at (800) 697-6575 (te:8006976575) or
- Initiate a request by completing an online request form by visiting [n2y CCPA Request Form \(via partner OneTrust\)](https://privacyportal-cdn.onetrust.com/dsarwebform/659aff4b-b03a-40eb-8368-e5b530e40ab4/2b4e9efe-f577-4492-897c-1f465cafe6da.html) (<https://privacyportal-cdn.onetrust.com/dsarwebform/659aff4b-b03a-40eb-8368-e5b530e40ab4/2b4e9efe-f577-4492-897c-1f465cafe6da.html>).

Only you, or a person you authorize to act on your behalf may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. To authorize another person to make a verifiable request on your behalf, you must provide that person with written permission clearly describing their authority to make a request on your behalf. That individual must also be able to verify their identity and provide documentation of their authority to act on your behalf. An individual to whom you have provided a power of attorney pursuant to Sections 4000 – 4465 of the California Probate Code may also make a request on your behalf.

In order to verify your identity, at a minimum, the following information will be collected:

- Name
- Your n2y subscription IDs (if you are the owner of the subscription(s))
- Name of the n2y subscription owner (if you are not the owner of the subscription)
- Date of Birth
- Email and email validation confirmation
- Phone Number
- Home Address

The information you provide will be used to verify your identity and to respond to your CCPA request and for no other purpose. This information is used to verify your identity using reasonable methods in order to process your rights request. These methods may include matching information you provide with information already maintained by n2y or through the use of a third-party identity verification service. If you are not the subscription owner (or designated subscription administrator contact on the customer account), the subscription owner/administrator will be contacted as obligated in existing contracts to perform or authorize the release of the requested information.

We cannot respond to your request or provide you with Personal Information if we are not able to verify your identity or authority to make the request or confirm the Personal Information relates to you.

You are not required to have an account with n2y to make a verifiable request.

n2y will not discriminate against you for exercising your rights under the CCPA. In particular, n2y will not:


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- Deny you goods or services;
- Charge you different prices for goods or services, whether through denying benefits or imposing penalties;
- Provide you with a different level or quality of goods or services; or
- Threaten you with any of the above.

Contact for More Information: Please contact n2y by phone at [\(800\) 697-6575 \(tel:8006976575\)](tel:8006976575) to:

- See how a consumer with a disability may access this Notice in an alternative format; or
- For questions or concerns about n2y's privacy policies and practices.

DATA ACCESSIBILITY

n2y supports student and parent access to PII for review and correction. PII is most often created by the classroom teacher or other school administration team members in accordance with the applicable school or district's policies. Typically, corrections can most easily be facilitated by parents and/or students notifying the applicable classroom teacher or school administrator. In almost all cases, schools and school districts have policies that permit these resources to make the desired corrections directly in the system. If your situation is different or you need further assistance, please contact n2y customer support at [\(800\) 697-6575 \(tel:8006976575\)](tel:8006976575).

CONTENT RETENTION

n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.

DATA BREACH OR SECURITY INCIDENT

n2y has internal protocols in place to deal with a breach of PII. n2y will notify an affected subscriber no later than seven (7) business days after n2y become aware of any breach of or security incident involving PII. n2y will take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of such breach or security incident and the corrective action n2y has taken or will take to prevent future similar breaches or security incidents.

PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that any current and future subcontractors and business partners operate in a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at [Student Data Privacy Pledge](https://studentprivacypledge.org/) (<https://studentprivacypledge.org/>).

CUSTOMER FEEDBACK

n2y welcomes feedback from customers regarding its products and services. Contact us at [\(800\) 697-6575 \(tel:8006976575\)](tel:8006976575) or follow the Submit a Request link at n2y.com. You agree that any feedback given is entirely voluntary and n2y shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license for its benefit to use, disclose, reproduce, license or otherwise distribute and exploit the feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

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n2y reserves the right, in its sole discretion, to terminate your access to all, or any part, of this website and its accompanying materials and content at any time and without notice for any reason. n2y, in its sole discretion, may also discontinue operating this website and terminate this Agreement at any time and without notice for any reason.

NO WAIVER

The failure of n2y to enforce any terms and conditions of this Agreement or to respond to any breach by you or other parties shall not in any way be deemed a waiver of n2y's right to enforce any terms or conditions of this Agreement.

GOVERNING LAW AND VENUE

By using this website and its accompanying materials and content, you agree that the laws of the State of Ohio without regards to principles of conflict of laws, will govern this Agreement and any dispute that may arise between you and n2y. Further, you expressly agree that exclusive jurisdiction for any dispute resides in the courts of Erie County, Ohio.

SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

QUESTIONS?

If you have any questions about this Agreement, you may contact us at (800) 697-6575 (tel:8006976575).

LAST UPDATED: JANUARY 1, 2020

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