DATE:
March 6, 2025

AGENDA ITEM (ACTION ITEM):
Consider/Approve Contract with Code Combat and Dixie Heights High School to provide additional curriculum for students in AP Computer Science.

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
Code Combat offers course pathways aligned with national and state standards across grades K-12 including AP level programming courses. The curriculum will assist students in exploring and learning computer science through standards aligned lessons. The lessons will also help AP Computer Science prepare for upcoming AP testing.

FISCAL/BUDGETARY IMPACT:
Three year subscription costs of $4200.00 will be paid from Dixie Heights CTE Supplemental funds.

RECOMMENDATION:
Approval Contract with Code Combat and Dixie Heights High School to provide additional curriculum for students in AP Computer Science.

CONTACT PERSON:
Roddy Stainforth/Teresa Catchen

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.

3-year Option: Dixie Heights High School

Dixie Heights High School

Quote 1007948

Quote Expiration Date: 2025-04-30

CodeCombat Inc.

2261 Market Street #4388

San Francisco, CA, 94114

Bill to Dixie Heights High School

3010 Dixie Hwy

Edgewood ,KY 41017

Invoice Information

Contact Name: Liz Derman

Email: lizd@codecombat.com

Contact name: Adam Sorrell

Email: adam.sorrell@kenton.kyschools.us

| Invoicing Contact Name: | Name | Invoice Contact Email: | Email |

Should we wait on a PO before sending an invoice?

Would you like to be invoiced at a later date? | Select date |

Subscription Term

Subscription Start Date: 04 / 15 / 2025

Subscription End Date: To be determined below

How to use:

On the lines above, please fill in pertinent information, such as start date and invoicing contact.
For the quote below, you may select the options you would like on the left.

3. As you edit the quantities, the price per item, subtotals, and total price will auto-update for you including volume discounts.

*More multi-year options with subsequent discounts, and site or district-wide options available upon request.

NAME	PRICE	QTY	# OF YEARS	DISCOUNT	SUBTOTAL
LICENSE OPTIONS:					
○ Annual Licenses (2025) Annual licenses for the full CodeCombat Suite. Grants full	$70.00	1	1	$0.00	$70.00

access to all computer science and project-based units, teacher dashboards, and curriculum resources. Includes: CodeCombat, Ozaria, CoCo Jr., Esports, CodeCombat Worlds (Roblox), AI HackStack, AP CSP, and AI Junior (coming soon!).
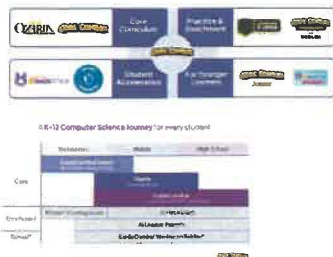
⭕ 2-Year Option (15% off) Licenses for 2 years.	$50.00	35	2	-$525.00	$2,975.00
🔘 3-Year Option (20% off) Licenses for 3 years	$50.00	35	3	-$1,050.00	$4,200.00
⭕ SITE LICENSE Unlimited Licenses for a single school site for CodeCombat & Ozaria. Grants access to all computer science and project-based units, teacher dashboards, and curriculum resources.	$6,000.00	1	1	$0.00	$6,000.00

EDUCATIONAL ESPORTS (THE CODECOMBAT AI LEAGUE)

☑ Basic ESports Package The participating level provides a school/district access to 2 templated CodeCombat eSports tournaments & includes student-facing leaderboards, basic analytics, and access to all students' code	$2,000.00	1	1	-$2,000.00	$0.00
☐ Premium ESports Package This level provides a school/district with 3 customized CodeCombat eSports tournaments, everything at basic & dedicated team homepages and leaderboards, advanced analytics, and access to all students' code	$4,000.00	1	1	-$2,000.00	$2,000.00

PROFESSIONAL DEVELOPMENT OPTION

☐ PD Certification 40 hours of online self-paced PD	$2,000.00	1	1	$0.00	$2,000.00

modules. Certification meets all
development standard credit
hours and is aligned to CSTA PD
standards/CTE CS for CSTA

LIVE TEACHER IMPLEMENTATION TRAINING

☐ Live Implementation Training session Educators will be provided with a 60 min Onboarding Training for CodeCombat or Ozaria and guidance on how to use CodeCombat to support specific institutional and instructional goals.	$500.00	1	1	$0.00	$500.00

Total Discount   -$3,050.00

Total   **$4,200.00**

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

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

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.

CodeCombat Inc.
_____
Vendor Name

2261 Market St., #4388, San Francisco, CA 94114
_____
Vendor Address

833-488-8383
_____
Vendor Telephone

support@codecombat.com
_____
Vendor Email Address

_____
Signature by Vendor's Authorized Representative

Chelsea Johnson, COO
_____
Print Name

1/31/25
_____
Date

Legal

CodeCombat is part of the open source community.

Check out our GitHub,and help out if you like! CodeCombat is built on dozens of open source projects, and we love them. See our Archmage wikifor a list of the software that makes this game possible.

Copyrights and Licenses

Contributor License Agreement

All contributions, both on the site and on our GitHub repository, are subject to ourCLA,to which you should agree before contributing.

Client-Side Code - MIT

All client-side code for codecombat.com in the public GitHub repository and in the codecombat.com database, is licensed under theMIT license.This includes all code in Systems and Components that are made available by CodeCombat for the purpose of creating levels.

Art/Music - Creative Commons

All common content is available under theCreative Commons Attribution 4.0 International License.Common content is anything made generally available by CodeCombat for the purpose of creating Levels. This includes:

- Music
- Sound
- Artwork
- Sprites
- Any and all other non-code creative works that are made available when creating Levels.

Currently there is no universal, easy system for fetching these assets. In general, fetch them from the URLs as used by the site, contact us for assistance, or help us in extending the site to make these assets more easily accessible.

For attribution, please name and link to codecombat.com near where the source is used or where appropriate for the medium. For example:

Respectful Best Practices

These are our promises to you, the player, in slightly less legalese.

Privacy

We will not sell any of your personal information.

Security

We strive to keep your personal information safe. As an open source project, our site is freely open to anyone to review and improve our security systems.

Email

We will not inundate you with spam. Throughyour email settingsor through links in the emails we send, you can change your preferences and easily unsubscribe at any time.

- If used in a movie or another game, include codecombat.com in the credits.
- If used on a website, include a link near the usage, for example underneath an image, or in a general attributions page where you might also mention other Creative Commons works and open source software being used on the site. Something that's already clearly referencing CodeCombat, such as a blog post mentioning CodeCombat, does not need some separate attribution.

If the content being used is created not by CodeCombat but instead by a user of codecombat.com, attribute them instead, and follow attribution directions provided in that resource's description if there are any.

Rights Reserved

All rights are reserved for Levels themselves. This includes

- Scripts
- Unit configuration
- Description
- Writings
- Media (sounds, music) and any other creative content made specifically for that Level and not made generally available when creating Levels.

To clarify, anything that is made available in the Level Editor for the purpose of making levels is under CC, whereas the content created with the Level Editor or uploaded in the course of creation of Levels is not.

In a Nutshell

Any resources we provide in the Level Editor are free to use as you like for creating Levels. But we reserve the right to restrict distribution of the Levels themselves (that are created on codecombat.com) so that they may be charged for.

See also: LICENSE-LEVELS.md

The English version of this document is the definitive, canonical version. If there are any discrepancies between translations, the English document takes precedence.

Privacy Notice

(see also our legal page)

This privacy notice has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

Note that this privacy policy covers all of CodeCombat's products, including Ozaria Classroom, CodeCombat Classroom, CodeCombat Home, CodeCombat AI League, CodeCombat Live Online Classes, CodeCombat Worlds, CodeCombat AI HackStack, and our professional development courses.

At CodeCombat, we understand the importance of safeguarding student data and we take this responsibility seriously. We have signed hundreds of data privacy agreements with school districts across the United States, including some of the largest, as well as with international government entities. These agreements outline specific terms of service that detail exactly how we protect student data. We strive to provide a secure and reliable service, do not seek to absolve ourselves from any legal responsibilities related to the operation of our service, and are committed to addressing any issues that may arise in a fair and lawful manner. We are always open to signing additional agreements with our customers to further reflect our commitments around the safety and privacy of student data.

What personal information do we collect from the people that visit our website?

Classroom Version - Teachers	Classroom Version - Students	Home Version - Players
When registering a free teacher account, we ask for your name or pseudonym, email address, school name, and contact information so we can help you bring CodeCombat to your school.	When registering a free student account by invitation from a teacher, we ask for your first name or pseudonym, last initial, and optional email address for your teacher to manage their students.	When registering a free home account, we ask for your email address, for authentication, and your birthdate (to ensure you are old enough to consent). When purchasing a subscription, we securely ask for (but do not store on our servers) your credit card information.

When do we collect information?

We collect information from you when you register on our site, place an order, fill out a form, or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to an email, play the game, or use certain other site features in the following ways:

Classroom Version - Teachers	Classroom Version - Students	Home Version - Players
To provide authentication and rostering features.	To provide authentication and rostering features.	To provide authentication features.

Classroom Version - Teachers	Classroom Version - Students	Home Version - Players
To personalize your experience.	To personalize your experience.	To personalize your experience.
To improve our website.	To improve our website.	To improve our website.
To respond to your customer service requests.		To respond to your customer service requests.
To send periodic emails about CodeCombat features and services (optional).		To send periodic emails about CodeCombat feaures and services (optional).
To contact you about your interest in CodeCombat for your school.		To quickly process your transactions.
To assist with district-wide licensing.		

How do we protect visitor information?

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. All financial transactions are processed through a secure gateway provider (Stripe), with no sensitive financial information stored or processed on our servers.

CodeCombat takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of your personal information. These measures include but are not limited to SSL, strong encryption, de-identification, pseudonymization, limited access controls, regular testing, and minimal data collection and data retention.

Do we use 'cookies'?

Yes. Cookies are small files that a site transfers to your computer's hard drive through your Web browser (if you allow) that enable the site's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to authenticate your browsing session. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save your preferences for future visits.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If users disable cookies in their browser:

If you disable cookies, it will turn off some of the features that make your site experience more efficient and some of our services will not function properly.

Delete Your Account

To delete your account and all personal data relating to your account, go to https://codecombat.com/account/settings and scroll down to the section Delete Your Account . Enter your email address and password, and click Delete this account permanently. All user data will then be deleted.

Third Party Disclosure

We do not sell or trade to outside parties your personally identifiable information, and do not otherwise transfer it except as described in this privacy notice.

How does our site handle do not track signals?

We avoid tracking as many non-required analytics and cookies as possible, but cannot guarantee 100% coverage.

Does our site allow third party behavioral tracking?

Yes, for example, via Google Analytics.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. See more here.

According to CalOPPA: users can visit our site anonymously; we link to this Privacy Policy on the home page; and our Privacy Policy link includes the word 'Privacy', and can be easily be found on the home page.

Users will be notified of any privacy policy changes on this Privacy Policy Page. Users are able to change their personal information by logging into their account or by emailing us. Should CodeCombat need to terminate a user account, we will attempt to forewarn the user via the email address on file.

FERPA

Our collection, use, and disclosure of student data is governed by this privacy policy, any other agreement with an educational agency, the provisions of the Family Educational Rights and Privacy Act (FERPA), COPPA, and applicable state laws which relate to the collection of student data. See the rest of this privacy policy for other details on the limited ways in which we handle student data.

SOPIPA

CodeCombat is compliant with SOPIPA, meeting, among others, these requirements. We:

1. do not use any data collected via the service to target ads to students;
2. do not create advertising profiles on students;
3. do not sell student information;
4. do not disclose personal information, unless required by law or as part of the maintenance and development of the service;
5. do use sound information security, including encryption of data and other industry-standard practices;
6. will delete data that we have collected from students in a school when the school or district requests it;
7. share information only with educational researchers or with educational agencies performing a function for the school;
8. innovate safely without compromising student privacy by only using de-identified and aggregated data to develop and improve the service.

AB 1584

CodeCombat is compliant with AB 1584. For our classroom version, pupil records continue to be the property of and under the control of the local educational agency. Pupils may retain possession and control of their own pupil-generated content by editing or deleting their content from our servers themselves via the website or by emailing team@codecombat.com. Pupils may also request to transfer their pupil-generated content to a personal account. Third parties will not have access to any personally identifiable information in the pupil record for any purpose. Parents, legal guardians, and eligible pupils may review their information and request corrections to erroneous information through account settings on our website or by emailing team@codecombat.com. We take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by using current, commercially reasonable methods. In the event of an unauthorized disclosure of

a pupil's records, CodeCombat shall report to an affected parent, legal guardian, or eligible pupil pursuant via email (if provided). CodeCombat shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this privacy policy. CodeCombat will not use pupil records to engage in targeted advertising. A pupil's records shall not be retained or available to CodeCombat past the terms of any contract with a local educational agency, except for a case where a pupil chooses to establish or maintain an account with CodeCombat for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We adhere to the following COPPA tenets:

- We will not require a child to disclose more information than is reasonably necessary to particapate in our service.
- Teachers and parents can agree to the collection and use of their students' information, but still not allow disclosure to third parties.
- Teachers and parents can review, delete, and manage their students' information through account settings on our website or by emailing team@codecombat.com.
- We notify teachers and parents directly before collecting PII from their children. This includes what specific information will be collected and how it might be disclosed, a link to our online privacy policy, and how teachers and parents can give their consent.
- Parents can give consent by creating accounts for their children and providing the minimum necessary personal information needed during that account creation.
- Student accounts for use in school settings can only be created with consent of a teacher.

In other countries with similar children's privacy laws applying to children under 13 - 16 years old per country, we follow similar consent and information security policies to protect the personal data of children.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices, should a data breach occur, we will notify the affected users via email within 7 business days (or within 72 hours for certain categories of breach).

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

CAN-SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Authenticate your user account.
- Send information, respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service (optional).

To be in accordance with CAN-SPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if used
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can change your email settings in your account preferences, email us, or follow the instructions at the bottom of each email, and we will promptly remove you from all correspondence.

Student Data Processors

Personal student data is collected and processed only when necessary to provide the service. These data subprocessors are bound to safeguard student data and assist CodeCombat in providing its services:

Data Processor	User types	Data	Purpose	Safeguards
Cloudflare	All users	Cookies, website usage data, and other data as specified in its privacy policy	To optimize, host, and distribute traffic from CodeCombat servers to users	Privacy Policy Standard Contractual Clauses
Amazon Web Services	All users	All data provided to CodeCombat is hosted in secure AWS datacenters that AWS employees cannot access	To host the CodeCombat servers	Privacy Policy Standard Contractual Clauses
MongoDB Atlas	All users	All data provided to CodeCombat is hosted in secure, encrypted MongoDB databases within CodeCombat's AWS virtual private cloud	To host the CodeCombat databases	Privacy Policy Standard Contractual Clauses

Data Processor	User types	Data	Purpose	Safeguards
Google	Registered users	Cookies, emails, and website usage data	To store CodeCombat emails, calendar events, and other team data, including support emails from and events with non-student customers; and to use reCaptcha to prevent spam; and to provide Google Fonts; and to provide Google login	Privacy Policy Standard Contractual Clauses
Clever	Registered student and teacher users, for schools who use Clever	Student enrollment data	For automatic rostering and SSO	Privacy Policy Standard Contractual Clauses
Ed.link	Registered student and teacher users, for districts who use Ed.link-based SSO, LTI, or LMS integration	Student enrollment data	For automatic rostering, SSO, and LTI/LMS integration	Privacy Policy Standard Contractual Clauses

General Data Protection Regulation (GDPR) for EU users

GDPR is a Regulation by which the European Commission intends to strengthen and unify data protection for individuals within the European Union. For users within the EU, we comply with GDPR and the Privacy by Design principles that guide it, including minimal collection of personal data, deletion of personal data that are

no longer necessary, securely restricted access to personal data, privacy as the default, and visibility and transparency.

Legal basis of processing

CodeCombat may process personal data relating to EU users if one of the following applies:

- EU users have given their consent for one or more specific purposes.
- provision of personal data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which CodeCombat is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in CodeCombat;
- processing is necessary for the purposes of the legitimate interests pursued by CodeCombat or by a third party.

In any case, CodeCombat will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Place of processing

EU users' personal data are processed on US-based CodeCombat servers and at CodeCombat's San Francisco office. This necessitates a cross-border data transfer to the United States, a country whose privacy laws the EU does not consider as providing adequate data safeguards. As CodeCombat does not yet have the Privacy Shield certification necessary to ensure adequacy, EU users may either explicitly consent to such a transfer or refrain from granting CodeCombat consent while creating a CodeCombat account. At any time, this consent may be withdrawn by deleting your CodeCombat account or contacting us to request deletion. All of the data processors that might receive personal data do have adequate data protection safeguards in place, such as Privacy Shield certification or EU-approved standard contractual clauses.

Data retention time limits

Personal data shall be processed and stored for as long as required by the purpose they have been collected for. Therefore:

- Personal data collected for purposes related to the performance of a contract between CodeCombat and an EU user shall be retained until such contract has been fully performed and the user has determined that no further contract will be needed.
- Personal data collected for the purposes of CodeCombat's legitimate interests shall be retained as long as needed to fulfill such purposes. EU users may find specific information regarding the legitimate interests pursued by CodeCombat within the relevant sections of this document or by contacting CodeCombat.
- CodeCombat may be allowed to retain personal data for a longer period whenever an EU user has given consent to such processing, as long as such consent is not withdrawn. Furthermore, CodeCombat may be obliged to retain personal data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

More specifically, CodeCombat will retain server log files for no more than 30 days, and will retain inactive, unpaid EU user accounts for no more than 2 years.

Once the retention period expires, personal data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

Detailed information on the processing of personal data

CodeCombat is assisted by the following GDPR-compliant data processors and data controllers, some of which will be disabled by setting the Do Not Track option in your browser or, in the EU, opting out of cookies:

Data Processor	User types	Data	Purpose	Safeguards
SendGrid	Registered users, excluding students	Name, email address, and email usage data	To send users important emails about their usage of CodeCombat	Privacy Policy Privacy Shield
Cloudflare	All users	Cookies, website usage data, and other data as specified in its privacy policy	To optimize, host, and distribute traffic from CodeCombat servers to users	Privacy Policy Standard Contractual Clauses
Amazon Web Services	All users	All data provided to CodeCombat is hosted in secure AWS datacenters that AWS employees cannot access	To host the CodeCombat servers	Privacy Policy Standard Contractual Clauses
MongoDB Atlas	All users	All data provided to CodeCombat is hosted in secure, encrypted MongoDB databases within CodeCombat's AWS virtual private cloud	To host the CodeCombat databases	Privacy Policy Standard Contractual Clauses
Google	Registered users	Cookies, emails, and website usage data	To store CodeCombat emails, calendar events, and other team data,	Privacy Policy Standard Contractual Clauses

Data Processor	User types	Data	Purpose	Safeguards
			including support emails from and events with non-student customers; and to use reCaptcha to prevent spam; and to provide Google Fonts; and to provide Google login	
Clever	Registered student and teacher users, for schools who use Clever	Student enrollment data	For automatic rostering and SSO	Privacy Policy Standard Contractual Clauses
Ed.link	Registered student and teacher users, for districts who use Ed.link-based SSO, LTI, or LMS integration	Student enrollment data	For automatic rostering, SSO, and LTI/LMS integration	Privacy Policy Standard Contractual Clauses

Data Processor	User types	Data	Purpose	Safeguards

Data Processor	User types	Data	Purpose	Safeguards
Facebook	Registered users, excluding students	Cookies, website usage data for teacher users logged into Facebook, and email address for users using Facebook to authenticate to CodeCombat	To provide Facebook login; to understand how teachers coming from a Facebook ad are interested in purchasing CodeCombat	Privacy Policy Privacy Shield
Google Analytics	All users	Cookies and website usage data	To understand website usage	Privacy Policy Privacy Shield Opt Out
FullStory	All users, excluding students	Cookies and website usage data	To understand website usage	Privacy Policy Privacy Shield
Zapier	Teacher users	Name, email address, and chat messages	To synchronize teacher chat messages to other processors on this list	Privacy Policy Privacy Shield
PandaDoc	Teacher users	Invoice and quote details and other information necessary to provide school purchase quotes	Providing proposals and pricing quotes for CodeCombat classroom licenses	Privacy Policy Privacy Shield
Zoom	Teacher users	Name and email address	To provide training webinars to teachers who request them	Privacy Policy Privacy Shield

Data Processor	User types	Data	Purpose	Safeguards
Stripe	Home users	Email address	To complete purchases of CodeCombat	Privacy Policy Privacy Shield
Filestack	Registered users	Optional files uploaded in the course of creating CodeCombat levels and other content	To host user-generated content	Privacy Policy Privacy Shield
Discourse	Forum users	Email address, forum password, cookies, forum usage data, and forum posts	To provide a forum for players to discuss CodeCombat	Privacy Policy Standard Clauses
Ghost	Blog readers	No personal data	To provide blog updates on CodeCombat	Privacy Policy

Usage data is defined as information collected automatically through CodeCombat (or third-party services employed by CodeCombat), which can include: the IP addresses or domain names of the computers utilized by the users who use CodeCombat, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by a user, the various time details per visit (e.g., the time spent on each page within CodeCombat) and the details about the path followed within CodeCombat with special reference to the sequence of pages visited, and other parameters about the device operating system and/or a user's IT environment.

In addition to the data processed by our partners, CodeCombat also directly processes the following categories of personal data for EU users:

Data	Purpose	Legal Basis
Name	To personalize your experience, communicate with you, and fulfill any purchases	Legitimate interest
Username	To authenticate you and to identify you across CodeCombat	Legitimate interest

Data	Purpose	Legal Basis
Email address	To authenticate you, communicate with you, and fulfill any purchases	Legitimate interest
Telephone number	If optionally provided when requesting licenses or a quote, to contact you regarding your purchase interest	Legitimate interest
Pre-purchase information	To provide quotes, proposals, and pricing information for CodeCombat licenses prior to a purchase	Performance of a contract
CodeCombat purchase history	To provide paid CodeCombat licenses or subscriptions after a purchase	Performance of a contract
Year and month of birth (without specific day)	To ensure we are complying with regulations, to personalize your learning experience, and to understand our users	Legal necessity, legitimate interest
Country and region location information (without specific address or fine-grained location)	To ensure we are complying with regulations, to personalize your learning experience, and to understand our users	Legitimate interest
IP addresses	To serve web requests and initially identify the country of origin, after which the IP not stored associated with the user	Legitimate interest
Essential cookies	To provide authentication and ensure functionality of the site	Legitimate interest
Optional cookies	To enable services from our data processor partners, including understanding usage patterns and providing additional functionality	Consent
Web and email usage data	To understand usage patterns and improve our products, services, and communications	Legitimate interest
Google or Facebook identifiers	To provide the option to use Google or Facebook authentication	Legitimate interest
GitHub username	To allow you to sign our Contributor License Agreement and make open-source contributions	Performance of a contract
Password hash	To authenticate you, we store securely hashed passwords--to protect you, CodeCombat does not store your original password	Legitimate interest

Data	Purpose	Legal Basis
CodeCombat data you create by using the product	To remember your progress through the game, save the code you write, allow you to create classrooms, etc.	Legitimate interest

The rights of EU users

EU users may exercise certain rights regarding their personal data processed by CodeCombat. In particular, EU users have the right to do the following:

- Withdraw their consent at any time. EU users have the right to withdraw consent where they have previously given their consent to the processing of their personal data.
- Object to processing of their personal data. EU users have the right to object to the processing of their personal data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- Access their personal data. EU users have the right to learn if personal data are being processed by CodeCombat, obtain disclosure regarding certain aspects of the processing and obtain a copy of the personal data undergoing processing.
- Verify and seek rectification. EU users have the right to verify the accuracy of their personal data and ask for data to be updated or corrected.
- Restrict the processing of their personal data. EU users have the right, under certain circumstances, to restrict the processing of their personal data. In this case, CodeCombat will not process their personal data for any purpose other than storage.
- Have their personal data deleted or otherwise removed. EU users have the right, under certain circumstances, to obtain the erasure of their personal data from CodeCombat.
- Receive their personal data and have data transferred to another controller. EU users have the right to receive their personal data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the personal data are processed by automated means and that the processing is based on an EU user's consent, on a contract which an EU user is part of or on pre-contractual obligations thereof.
- Lodge a complaint. EU users have the right to bring a claim before their competent data protection authority.

Details about the right to object to processing

Where personal data are processed for a public interest, in the exercise of an official authority vested in CodeCombat or for the purposes of the legitimate interests pursued by CodeCombat, EU users may object to such processing by providing a ground related to their particular situation to justify the objection. EU users should know that, however, should their personal data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification.

How to exercise these rights

Any requests to exercise user rights can be directed to CodeCombat through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by CodeCombat as early as possible and always within one month. For the right to deletion, users can also simply use the Delete Account functionality in their account settings. Various consents can also be withdrawn in the account settings.

Applicability of broader protection standards

While most provisions of this document concern all users, some GDPR-specific provisions expressly only apply to users located within the EU. We are happy to provide many of these rights to all users when appropriate.

Contacting Us

If you have any questions regarding this privacy policy or requests about your personal data, you may contact us using the information below.

CodeCombat Inc.
2261 Market Street #4388
San Francisco, CA 94114
USA
team@codecombat.com

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Dixie Heights High School

Order Instructions

To purchase CodeCombat please send a signed quote or purchase order to lizd@codecombat.com

If your state charges tax, please provide a valid tax exemption certificate to lizd@codecombat.com

*Customer's Subscription Start Date will commence no earlier than the signature date of this quote or PO.

PAYMENT TERMS

Payment Due Net 30 from Receipt of Invoice

Multi-year Subscriptions subject to early termination subject to 15-25% of annual license fee within the first year and subsequent years without proration.

CUSTOMER

_____   _____
Signature   Date

_____
Name