Liberty Common School

1725 Sharp Point Dr. Fort Collins, CO 80525

Liberty Common High School

2745 Minnesota Dr. Fort Collins, CO 80525

<p align="center">**Addendum to Usage Agreement**</p>

<p align="center">**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**</p>

This Confidentiality Addendum ("Addendum") is hereby incorporated into any Agreement between Liberty Common School (LCS) and The Lampo Group, LLC d/b/a Ramsey Education, a Tennessee limited liability company (Contractor), located at 1011 Reams Fleming Blvd, Franklin, TN 37064. This Addendum is part of the Contract between LCS and the Contractor.

<p align="center">**RECITALS**</p>

A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).

B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless

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of format, in accordance with governing law and current industry standards, so that the Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.

3. "Incident" means an accidental or deliberate activity that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.

4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.

5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.

6. "Student PII" or "PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes 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 the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use

of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

9. "Data" means all Student PII and other non-public information. Data may not be used for any purposes other than the specific purposes outlined in this Agreement.

B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to student data and PII.

2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.

3. Contractor shall immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.

4. Upon sixty (60) days' prior written notice, during which sixty (60) days period the parties shall establish a mutually agreeable date upon which to conduct such audit, LCS or its approved third-party agent may audit and inspect, subject to Contractor's reasonable restrictions, including limiting the audit and inspection to only those facilities related to Contractor's rights and obligations under this Addendum, but excluding the facilities of Amazon World Services, over which Contractor has no control or authority.

5. Contractor shall provide clear notice to LCS before making material changes to its privacy policy.

C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.

2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor pursuant to the provisions of C.R.S. 22-16-105(5)(a).

3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS as soon as possible, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.

4. Upon receipt of LCS's written request, Contractor will provide LCS information detailing the purpose and the scope of the contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the

Contract between the Contractor and Subcontractor(s).

5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).

2. Upon request by LCS made before or within thirty (30) calendar days after termination or expiration of the Contract, Contractor shall allow LCS to download a copy of the gradebook(s) it created during the term of the Contract.

3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination or expiration of the Contract, and upon the later of Contractor's receipt of LCS' written request or when data is no longer needed for the purpose of the Contract, Contractor shall de-identify all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is de-identified, if requested.

4. During the term of the Contract, LCS retains the right to use the School Service to access and retrieve PII stored on Contractor's infrastructure.

E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond:

   a. Intentionally omitted.
   b. Providing Foundations in Personal Finance®.

2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.

3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated, or inferred as a result of this Contract, the Contractor shall Destroy the information as soon as practicable after the date of the request unless:

   The Contractor obtains the consent of the student (provided that the student is over

the age of 18) or the student's parent or legal guardian to retain the student's PII.

4. If Contractor seeks to share or publicly release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publicly. For data that is de-identified or aggregated, the following requirements apply:

   a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.

   b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.

   c. Contractor shall de-identify data to remove cumulative re-identification risks.

   d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.

   e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the written request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.

   f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publicly released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within seventy-two (72) hours and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.

2. If Contractor or any of its Subcontractors was the direct and sole cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose PII may have been compromised by the Incident.

3. If Contractor believes there has been an Incident, it will without undue delay and in any event within seventy-two (72) hours notify LCS of the Incident and provide sufficient information to allow LCS to report the Incident or notify individuals and regulators as required under applicable data protection laws, including regarding: (a) the nature of the Incident; (b) the categories and approximate numbers of individuals and Student PII records concerned; (c) any investigations into such Incident; (d) the likely consequences of the Incident; (e) any measures taken to address the Incident, and (f) any other information required by applicable data protection laws, provided that, (without limit to the above obligations) if Contractor cannot provide all these details within such timeframes, it shall before the end of this timeframe, provide LCS with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give LCS regular updates on these matters.

4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall indemnify, save, and hold harmless LCS, its employees, and agents against any third-party claims, as a result of any act directly and solely caused by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum.

5. Intentionally omitted.

G. Disallowed Activities

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.

3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:

   a. To ensure legal or regulatory compliance or to take precautions against liability.

   b. To respond or to participate in the judicial process.

   c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.

d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify LCS within seventy-two (72) hours of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.

5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.

6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.

2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession and shall hold LCS harmless for any third-party damages or liabilities directly and solely caused by Contractor's unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, including non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.

3. Intentionally omitted.

4. Contractor shall perform background checks on its employees.

5. Contractor shall have strong access controls in place.

6. Workstations and other data processing devices must automatically lock when not in use and must be manually locked when left unattended.

7. Contractor shall protect all PII with a complex password. Contractor's password protocols shall meet or exceed industry standards. Contractor shall have password locks for laptops and mobile devices.

8. Upon termination or expiration of the Contract, all user accounts opened pursuant to the Contract are disabled.

9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.

10. Contractor shall implement periodic intrusion penetration/vulnerability testing.

11. Contractor will encrypt PII in transit and PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.

12. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.

13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.

14. Contractor shall never send PII via email or transport PII on removable media.

15. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.

16. Intentionally omitted.

17. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud-based services is prohibited. Contractor shall use secondary encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor. Access to Contractor's cloud-based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII by LCS in response to a request for correction that LCS receives and responds to in accord with C.R.S. 22-16-112(1)(c).

2. Contractor acknowledges that LCS will post this Contract to LCS's website.

3. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its Ramsey Classroom website available only to users of the School Service:

   a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.

   b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.

    c.   The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.

    d.   An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy.

4.   Contractor shall, upon written request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

J.   Exclusions:

This Addendum does not:

1.   Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.

2.   Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.

3.   Limit internet service providers from providing internet connectivity to public schools or to students and their families.

4.   Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.

5.   Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

K.   This Addendum does not prohibit Contractor's use of PII to:

1.   Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.

2.   Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.

3.   Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.

4.   Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.

5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.

6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.

7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that LCS is relying on their representations to that effect.

CONTRACTOR

By: __Jim King_____
Name of Authorized Individual

Title: _Executive VP of Ramsey Education_
Official title of Authorized Individual

_____
*Signature
Date: 8.10.2023_____

LCS

By: Sean Lewis
Name of Authorized Individual

Title: Director of IT
Official title of Authorized Individual

_Sean Lewis_____
*Signature
Date: 9/21/2022