



Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding (MOU) between Sandy Hook Promise Foundation and the Escondido Regional School Safety Consortium

This Memorandum of Understanding (“MOU”) is entered into by Sandy Hook Promise Foundation (“SHPF”), a non-profit IRC 501(c) (3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Affiliates delineated on the attached signature page. SHPF and Affiliates may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

1. PURPOSE.

SHPF and Affiliates agree to educate middle and high school students about SHPF’s no-cost Say Something Anonymous Reporting System (SS-ARS) on or about February 2019. SS-ARS teaches students how to look for warning signs, signals and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or by using the Anonymous Reporting System (App, Website or 24/7 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto and made a part hereof.

A. SHPF will perform the following duties:

- i. **Program coordination and delivery:** From setup, delivery, materials/collateral, etc ... SHPF will provide full student, educator and administrator training on SS-ARS.
- ii. **Program sustainability:** Provide support, activities and framework (if needed) to embed SS-ARS into a new or existing student club and provide ongoing awareness materials (posters, stickers, etc) at no cost to Affiliates.
- iii. **Compliance:** SHPF shall adhere and comply with Affiliates’ guidelines, policies, and applicable federal and State laws.
- iv. **SS-ARS Program Specifics:** SHPF agrees with SS-ARS Agreement (Exhibit A) and corresponding Terms of Use (Exhibit B), Privacy Agreement (Exhibit C), Life Safety and Non-Life Safety Tip Definitions (Exhibit D) and Reporting Process and Protocols (Exhibit E).
- v. **Background Checks:** All SHPF employees, agents and volunteers who may have contact with students will undergo and must pass a background checks before interacting with students. Copies of the background checks shall be provided to each Affiliate.

B. Affiliates will perform the following duties:

- i. **Communication:** Affiliates will communicate the benefits of SS-ARS, provide support with scheduling and outreach and, where needed, communication on presentations/training.
- ii. **Recruitment:** Affiliates will help identify “adult champions” within each school receiving training (for example - educator, administrator) who will coordinate and be the main contact with SHPF staff.
- iii. **Liaison:** Affiliates’ representatives will participate in agreed upon communication calls and/or meetings with SHPF for updates.



- iv. Policies and Procedures: Affiliates will inform SHPF on the relevant Affiliates' policies and procedures applicable to the services SHPF is providing. Affiliates to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. Special Event Support: Affiliates to support identified and agreed to special events and SHPF "Call to Action" Weeks including VIP management, media management and venue management.
- vi. SS-ARS Program Specific: Affiliates agree with SS-ARS Agreement (Exhibit A) and corresponding Terms of Use (Exhibit B), Privacy Agreement (Exhibit C), Life Safety and Non-Life Safety Tip Definitions (Exhibit D) and Reporting Process and Protocols (Exhibit E)

3. FUNDING. SHPF shall fund program development, implementation and sustainability. This MOU does not include or anticipate the exchange of any funds between the Parties excluding materials and collateral requested above and beyond allocated amounts provided to each school. Note: SHPF does not cover the cost of educators and/or administrators time away from the classroom or school as well as meals or snacks during training sessions.

4. TERM AND TERMINATION. This MOU shall be effective from the date the last Party signs through June 30, 2022. This MOU may be terminated, in whole or in part, by any Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. However, the MOU shall remain in effect for all other entities. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

5. CONFIDENTIALITY

- A. SHPF shall not use any communications or information obtained from Affiliates for any purpose other than the performance of this MOU, without the individual Affiliates' written prior consent. SHPF understands and agrees that it is subject to all Affiliates' policies relating to the confidentiality of student information. SHPF acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.
- B. At the conclusion of the performance of this MOU, SHPF shall return to Affiliates all written materials constituting or incorporating any communications or information obtained from Affiliates. Upon individual Affiliate's specific written approval, SHPF may retain copies of such materials, subject to the requirements of Subsection 5(A), above.
- C. SHPF may disclose to any sub-contractor, or individual Affiliate's approved third parties, any information otherwise subject to Subsection 5(A), above, that is reasonably required for the performance of the sub-contractor's work under this MOU. Prior to any such disclosure, SHPF shall obtain the sub-contractor's written MOU to the requirements of Subsection 5(A), above and shall provide a copy of such MOU to Affiliates.
- D. SHPF represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this MOU, nor shall SHPF make representations about the Affiliates in oral or written form without the prior written approval of individual Affiliates.
- E. SHPF's obligation of confidentiality with respect to information submitted or disclosed to SHPF by Affiliates hereunder shall survive termination of this MOU.



6. **LIABILITY.** The Affiliates, including its employees, agents, volunteers, and Board of Trustees both individually and collectively, shall have no liability whatsoever for the actions of, or failure to act by, or with respect to any claim or cause of action that arises from the actions of omissions or for any SHPF officers, employees, agents, volunteers, subcontractors, or assigns or with respect to personal injury or property damage sustained by SHPF, its officers, employees, agents, volunteers, or subcontractors in the performance of this MOU, whether caused by the Affiliates, their officers, employees, or by third persons. SHPF covenants and agrees that SHPF shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the SHPF or its employees, agents, officers, volunteers, or subcontractors.

7. **INDEPENDENT CONTRACTOR.** While engaged in performance of this MOU, the SHPF is an independent contractor and is not an officer, agent, or employee of the Affiliates. SHPF is not entitled to benefits of any kind to which Affiliates' employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits. SHPF assumes full responsibility for the acts and/or omissions of SHPF's employees or agents as they relate to performance of this MOU. SHPF assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to SHPF and SHPF's employees and agents. SHPF warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. SHPF agrees to indemnify Affiliates for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by SHPF's employees and agents under this MOU.

8. **CONFLICT OF INTEREST.** SHPF represents that SHPF has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU or employed by SHPF. SHPF shall not conduct or solicit any Affiliate business while on Affiliate property or time.

- A. SHPF will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the Affiliates prior to entering into this MOU any and all circumstances existing at such time which pose a potential conflict of interest.
- B. SHPF warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of Affiliates any cash or noncash gratuity or payment with view toward securing any business from Affiliates or influencing such person with respect to the conditions, or performance of any contracts with or orders from Affiliates, including without limitation this MOU. Any breach of this warranty shall be a material breach of each and every contract between Affiliates and SHPF.
- C. Should a conflict of interest issue arise, SHPF agrees to fully cooperate in any inquiry and to provide the Affiliates with all documents or other information reasonably necessary to enable the Affiliates to determine whether or not a conflict of interest existed or exists.
- D. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this MOU, notwithstanding Section 4, "Term and Termination," above, in addition to whatever other remedies the Affiliates may have.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of the Affiliates that, in connection with all work performed under Affiliates MOUs, there shall be no discrimination against any employee or applicant for employment because



of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

10. **NON-DISCRIMINATION**. The Affiliates prohibit discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.

11. **GOVERNING LAW**. The validity, interpretation and performance of this MOU shall be determined according to the laws of San Diego County, California.

12. **FINGERPRINTING and BACKGROUND CHECKS**. The SHPF shall perform the following acts:

A. As required by Affiliates, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Affiliates;

B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until Affiliates and/or SHPF have ascertained that the employee, agent or volunteer has not been convicted of a felony;

C. Certify in writing to the Affiliates that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and

D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to the Affiliates administrator for this MOU.

13. **INSURANCE** SHPF shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.



- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
Part A – Statutory Limits
Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000
- D. **Errors & Omissions (Professional Liability)** coverage, as follows:
\$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows:
\$1,000,000 per occurrence/\$1,000,000 aggregate
- G. SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish the Affiliates with certificates of insurance evidencing such coverage. SHPF shall name each Affiliate as additionally insured and SHPF agrees to provide policy endorsements stating, "such policies are primary and any insurance carried by District is secondary and noncontributing with such policies."

14. **INDEMNIFICATION.** SHPF shall indemnify and hold harmless Affiliates and its Board Members, administrators, employees, agents, and attorneys (collectively, "Indemnitees") against all liability, loss, damage, claims, suits, actions and expense (including reasonable attorneys' fees) resulting from, arising out of or in connection to this MOU or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHPF, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

By entering into this MOU, Affiliates and their respective Board Members, administrators, employees, agents, attorneys or representatives have not agreed to indemnify SHPF, third party beneficiaries or any individuals and/or entities against any liability, loss, damage, claims, suits, actions and expense (including attorneys' fees) resulting from, arising out of or in connection to this MOU or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHPF, including without limitations, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

15. **NOTICES.** All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, telephone facsimile, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail or telephone facsimile; or when delivered, if delivered by hand.

To SHPF:

Name: Timothy Makris
Title: Managing Director
Company: Sandy Hook Promise
Address: 13 Church Hill Road, Newtown, CT 06470
Telephone: 202.516.1018
Facsimile: N/A
Email: tim.makris@sandyhookpromise.org

To Affiliates: see attached signature page



16. DISPUTE RESOLUTION. Should any problem or conflict arise in the course of the delivery of services under this MOU, it is understood that the parties will work with each other to accomplish an effective resolution through discussion.

17. ENTIRE MOU/AMENDMENT. This MOU, all exhibits to this MOU constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, as described in Section 4, above.

[SIGNATURE PAGE FOLLOWS]



Sandy Hook
PROMISE

SANDY HOOK PROMISE FOUNDATION

Timothy J. Makris, Managing Director, Sandy Hook Promise Foundation

4/5/19

Date

AFFILIATES OF ESCONDIDO REGIONAL SAFETY CONSORTIUM

Jeff Pratt, Superintendent, Calvin Christian School 2000 North Broadway, Escondido, CA 92026	jeffpratt@calvinchristianescondido.org	Date
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Cameron Curry, Executive Director, Classical Academies 235 W. Washington Avenue, Escondido, CA 92025	ccurry@classicalacademy.com	Date
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David Rivera, President, Epiphany Prep Charter School 725 North Escondido Blvd, Escondido, CA 92025	drivera@epiphanyed.org	Date
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Shawn Roner, Executive Director, Escondido Charter High School 1868 East Valley Parkway, Escondido, CA 92027	sroner@echhs.org	Date
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Matt Conway, Principal, Escondido Christian School 923 Idaho Avenue, Escondido, CA 92025	mconway@esclions.org	Date
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Steve Boyle, Superintendent, Escondido Union High School District 302 North Midway Drive, Escondido, CA 92027	sboyle@euhsd.org	Date
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Luis Ibarra, Superintendent, Escondido Union School District 2310 Aldergrove Avenue, Escondido, CA 92029	libarra@eusd.org	Date
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Ben Elliott, Principal, Grace Christian School 643 West 13 th Avenue, Escondido, CA 92025	belliott@gracelcms.net	Date
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Sandy Hook
PROMISE

Mark Burroughs, Superintendent, San Pasqual Union School District
15305 Rockwood Road, Escondido, CA 92027

Date
mark.burroughs@sanpasqualunion.net

Date

Date

Date



EXHIBIT A – SS-ARS PROGRAM SPECIFICS

SHPF and Affiliates agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of SS-ARS to Affiliates' students and assigned personnel on the Affiliates' contact list. SHPF will manage and maintain the 24/7 call center, App and Website for students, educators, administrators and parents of Affiliates' students to use to submit anonymous tips. Students will not require an account or be required to provide any identifying information in order to submit anonymous tips.
2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and interactive training video to provide training and technical assistance to Affiliates.
3. SHPF shall manage the 24/7 call center and provide them with Affiliates' developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
4. SHPF 24/7 Call Center will, per Affiliates direction, triage all tip submissions prior to trafficking to Affiliates.
5. SHPF 24/7 Call Center will provide crisis management to any tip submission per Affiliates' developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to Affiliate all information gathered using SS-ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt, support of SS-ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any SS-ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Affiliate district, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to Affiliates a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for Affiliates' purposes – including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
10. SHPF will provide each user identified on Affiliate's contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned Affiliate Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Affiliate's additional users. SHPF may change or update these username and passwords, with notice to Affiliate. Each username and password may only be used to access SS-ARS during one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.



EXHIBIT A – SS-ARS PROGRAM SPECIFICS (CONTINUED)

Affiliates will perform the following duties:

1. Affiliates to provide SHPF with their definition of Life Safety and Non-Life Safety Tip Definitions (Exhibit D) for use by SHPF call center to triage all tip submissions.
2. Affiliates to provide and update SHPF with the Reporting Process and Protocols (Exhibit E) and contact list for the SHPF call center to follow for all tip submissions.
3. Affiliates acknowledge and agree with SS-ARS Terms of Use (Exhibit B) and Privacy Agreement (Exhibit C) provided to the Affiliates' users upon use of SS-ARS App and Website. Users of the 24/7 Call Center will be provided on-line links to both if requested.
4. Affiliates acknowledge and agree that only users are entitled to receive a username and password and to access the Services. Affiliates will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Affiliates will verify all user requests for account passwords. Affiliates will ensure that each username and password issued to a user will be used only by that user. Affiliates are responsible for maintaining the confidentiality of all users' usernames and passwords, and are solely responsible for all activities that occur under these usernames. Affiliates agree (a) not to allow a third party to use its account, usernames or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Affiliates, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
5. Affiliates acknowledge and agree to act upon all known SS-ARS submissions in accordance with Affiliates policies and procedures.



EXHIBIT B – SS-ARS TERMS OF USE

The Say Something mobile application (“App”), SaySomething.net website (“Site”), and 844-5-SAYNOW Telephone (“Phone”) anonymous reporting system products and services are offered by Sandy Hook Promise Foundation (“SHPF”) through its service providers AnderSoft Software, LLC (“AnderSoft”) and JCS Switchboard (collectively “Technology and Service Providers”).

By downloading the Say Something App, accessing the Site at www.saysomething.net, and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

- 1. Eligibility.** Anyone under 11 years old is strictly prohibited from accessing and/or creating an account.
- 2. Changes to Terms of Use.** SHPF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.
- 3. Online Privacy Policy.** The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure and transfer of information in compliance with our privacy policy.
- 4. Say Something App and Site Licensee.** Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or AnderSoft may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.
- 5. Mobile Services.** To the extent you access the App or Site through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.
- 6. Say Something App Password and School Affiliation**

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set “difficult” passwords (use a combination of numbers, symbols, and upper and lower case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree to notify SHPF immediately by email at saysomething@sandyhookpromise.org of any unauthorized use of your account. SHPF and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.



EXHIBIT B – SS-ARS TERMS OF USE (CONTINUED)

7. Tip Submission and Related Policies

Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. **SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP.** You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

- a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
- b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
- c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
- d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.



EXHIBIT B – SS-ARS TERMS OF USE (CONTINUED)

The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPPF. The AnderSoft names, logos, and other trademarks are the sole and exclusive property of AnderSoft. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPPF's and/or AnderSoft's prior written permission in each instance. As between you and SHPPF and/or AnderSoft, all goodwill generated from the use of such trademarks will inure to SHPPF's and/or AnderSoft's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPPF or our Technology and Service Providers is non-confidential, and SHPPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. App Store Providers Terms

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

- a. You will only use the App in connection with a device that you own or control;
- b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- c. You acknowledge and agree that SHPPF, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;
- d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and
- e. Both you and SHPPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

10. Indemnity

You agree to defend, indemnify and hold harmless SHPPF, its Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive



EXHIBIT B – SS-ARS TERMS OF USE (CONTINUED)

California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

11. No Warranty

YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP, SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL



CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR



EXHIBIT B – SS-ARS TERMS OF USE (CONTINUED)

ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

13. Governing Law. You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in San Diego County, California.

14. Third Party Beneficiary. The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and Affiliates and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement.

15. General. These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.

16. Contact Us. Please contact us at the following address:

Sandy Hook Promise

13 Church Hill Road

Newtown, CT 06470

Or contact us by email at programs@sandyhookpromise.org

Last modified on: July, 2017.



EXHIBIT C – SS-ARS PRIVACY AGREEMENT

This Privacy Policy describes how we at Sandy Hook Promise (“SHPF”), together with our partners AnderSoft Software, LLC and JCS Switchboard (collectively, our “Partners”), collect, use, share and maintain information from you when you use our Say Something mobile app (the “App”) or related website, www.saysomething.net (the “Site”) and telephone crisis line, 844-5-SAYNOW (the “Phone”). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

What information do we collect?

Information You Provide: SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

How do we use this information?

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- providing you with additional or added products, services, or information as it relates to your submission;
- providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- to support our business performance and operations (e.g., reports, trends, etc.).

When and to whom do we disclose the information?

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.



EXHIBIT C – SS-ARS PRIVACY AGREEMENT (CONTINUED)

We also may disclose information we collect from you:

- to public safety officials and other government entities on an emergency basis or when requested by you;
- as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;
- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect, prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and
- to another organization in the event we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

Security of Collected Information

SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

Information from Children

Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under the age of 11 to use our App, Site or Phone. If you believe we have received information from someone under age 11, please contact us at the email address provided at the end of this Policy.

Retention of Information

We are not obligated to you to retain your information. We may retain your submitted tip and information regarding your affiliated school for as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

Changes to this Privacy Policy

We may update this Privacy Policy periodically and without prior notice to you. to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

Contact us

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at saynow@sandyhookpromise.org.

Last modified on: July, 2017.



EXHIBIT D – SS-ARS LIFE SAFETY AND NON-LIFE SAFETY TIP DEFINITIONS

Life Safety and Non-Life Safety Definitions	
Life Safety – IMMINENT and IN-PROGRESS	Non-Life Safety
Have attempted suicide and are requesting help	Bullying / Cyber-Bullying / General Teasing
Intend/threaten/ideate to commit suicide	Sexting – words and/or photos
Intend/threaten/ideate to harm another person	Distribution of inappropriate photos
Intend/threaten/ideate to harm building/property	Anger issues / management
Bodily injury and/or emergency condition	Depression / anxiety
Active shooter or presence of explosive device	Discrimination
Presence of weapons (eg guns, knives, explosive)	Truancy / Skipping School
Drug use, distribution/sale and/or substance abuse	Graffiti and/or other defacing of property
Physical abuse	Planned parties
Terrorism threat and/or ideation	General school complaint
Human Trafficking	Theft – NOT active/in progress
Dating violence	Breaks District Code of Conduct – eg academic misconduct
Individual is unconscious / unresponsive	In appropriate behavior, language, gestures
Planned attack, shooting, fight/assault	General harassment students, staff
Reckless driving on school property	Inappropriate bus behavior
Drunk and/or disorderly/dangerous conduct	Inappropriate use of technology / school equipment
Emergency building condition – fire, collapse, explosion	Forgery / falsifying documents
Theft / Vandalism – active/in progress	Inappropriate / intimidating physical contact
Animal cruelty	Mean/cruel behavior toward others
Domestic violence / victimization	Possession of lighter, matches
Gang violence / formation / threats	Threat / ideation of performing false alarm
Sexual assault – Rape	Smoking tobacco, e-cigs, vapes
Missing / Lost Student, Educator and/or Administrator	Vandalism
Child Predator	Creating a hostile environment
	Cannabis / Other Drug Paraphernalia
	Alcohol possession or use
	Intention, discussion and/or planning of any hazing
	Eating Disorder / Anorexic / Bulimia
	Drug use NOT in progress
	Verbal Abuse
	Sexual Harassment
	Hate crime / Hate speech



EXHIBIT E – REPORTING PROCESS AND PROTOCOLS

Standard Protocol and Process

