

EXHIBIT D**DATA SHARING AND CONFIDENTIALITY AGREEMENT****INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA****1. Purpose**

- (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

- (d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3. Confidentiality of Protected Data

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of the MLSA. Erie 1 BOCES will provide Vendor with a copy of its policy as soon as practicable following adoption., and Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4. Data Security and Privacy Plan

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: Learning A-Z products are on servers and equipment owned and operated by its parent company Cambium Learning. Our servers and all user-specific

data are hosted in a secure Tier 4 enterprise data center located in Texas with a failover data center in Michigan. All of our administrative controls are behind firewalls and also require username/password access, which is limited to Cambium Learning operational staff.

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor X will will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. Additional Statutory and Regulatory Obligations

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.

- (c) **Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.**
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. Notification of Breach and Unauthorized Release

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of

Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.
- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

(1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

(2) Parents have the right to inspect and review the complete contents of their child's education record.

(3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:

Learning A-Z, LLC



Signature

Amy Otis

Printed Name

Vice President, Bids and Contracts

Title

Date

4/29/2020

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND LEARNING A-Z, LLC

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with Learning A-Z, LLC which governs the availability to Participating Educational Agencies of the following Product(s):

Raz-Plus, Reading A-Z, Raz-Kids, Writing A-Z, Science A-Z, Headsprout

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: N/A Subcontractors have no access to school or student data.

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on 06/30/2020 and expires on 07/01/2023.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.

- **Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.**

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

Learning A-Z Privacy Policy

This Privacy Policy explains how information is collected, used, and disclosed by Learning A-Z (“Learning A-Z,” “we,” “us,” or “our”) in connection with your use of our websites, online services, and mobile applications that link to this Privacy Policy (each a “Service”; collectively, “Services”). Each time you use any Service, you consent to our collection, use, and/or disclosure of your information as described in this Privacy Policy. Each time you allow others to use any Service via your account, you confirm that you have the right to consent on their behalf to our collection, use and disclosure of their information as described in detail below. Accordingly, we urge you to read this Privacy Policy in full, as well as our [Terms of Service](#), and [contact us](#) if you have any questions.

We market and sell our products to adults who purchase or otherwise subscribe to our Services, which can then be used by children at the direction and under the supervision of these adults. We respect all of our users’ privacy, but we recognize the need to provide additional privacy protections with respect to the personal information we collect from children under 13 pursuant to the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”). Accordingly, our privacy practices with respect to children under 13 are set forth in our [Children's Privacy Policy](#).

- **A special note to children:** If you are under 13, please get permission from your parent or legal guardian before using our Services. You must be 18 or older to purchase or otherwise subscribe to any Service. We do not market or sell to children under 18, and we seek consent from a parent or legal guardian whenever we identify that a minor attempts to purchase or register for a subscription to any Service.
- **A special note to parents:** Please help us protect your children’s privacy by instructing them never to volunteer their personal information online without your permission.

1. The Information We Collect and How We Use It

Throughout this Privacy Policy, we use the term “Personal Information” to describe information that can be used to directly or indirectly contact or identify you, such as your full name, home or other physical address, email address, and telephone number. Personal Information also includes anonymous information that is linked to information that can be used to directly or indirectly contact or identify you. Personal Information does not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to contact or identify you.

We use the term “Non Personal Information” to describe information that cannot be used to directly or indirectly contact or identify you and that is not linked to information that can be used to directly or indirectly contact or identify you. Non Personal Information includes passively collected information about your activities on our Services, such as usage data, to the extent that information is not linked to your Personal Information.

1. Account Creation by Teacher and Parent Users

Teachers, parents, and other adult visitors over 18 must create accounts in order to purchase a subscription to any Service or to secure free trial access to any Service. During our online purchase process, we collect and store your first and last name, street address, email address, phone number, and school and school district. We also collect the username, password, and security question and answer you create, and if you volunteer your fax number, occupation, and class grade level, we collect and store that information. If you choose to pay with a credit card, we collect your credit card number, card type, expiration date, and security code. We transmit this payment information for processing, and we do not store this information. If you choose to pay via purchase order, check, or money order, we collect the payment information that you mail to us. If you choose to create an account for free trial access to any Service, we collect and store your full name, street address, and email address, occupation, school and school district affiliation, and username during that process. Following both account creation processes, we also collect information about whether you opt in to receive our eNews, updates, and offers.

We will not use the Personal Information collected during the account creation process for any purposes other than securing verifiable parental consent; fulfilling requested transactions; sending you order confirmations and other notifications you request or that are required by law; providing you with access to the Services, including ensuring proper licensing and providing necessary copyright permissions; and providing the customer service, technical support, and sales support you request.

2. Teacher Login Credentials

Certain of our Services—Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, and Writing A-Z—offer tools for online learning beyond downloadable resources for teachers. We offer online teacher portals, student portals, and parent portals that provide common access to all of these Services that a school district, school, teacher, or other adult has purchased.

If you are an adult with teacher access to these Services, we collect the username and password you create during the purchase process or subsequently assigned to you by your school or school district purchaser each time you login to the teacher portal. Any time you request that we reset

your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity and authenticating your login; facilitating your access to content; and monitoring subscription compliance. If you personally purchase access to any Service, we may use your user credentials to provide the customer service, technical support, and sales support you request. If a district, school, or other individual purchases access to any Service on your behalf, we display your login credentials on your designated Learning A-Z coordinator's online "Accounts Site" to facilitate access to content.

3. Parent Login Credentials

If you are the parent of a child whose teacher or school has access to Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, or Writing A-Z, you may request access to the parent portal. We collect your email address in order to send you an email to allow you to create a username and password for access to the parent portal. We also collect your user credentials each time you login to the parent portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity, authenticating your login, and facilitating your access to the parent portal.

4. Student Login Credentials Created by Teacher and Parent Users

Adults with teacher access to our Services that provide tools for online learning— Kids A-Z, Raz-Kids, Headsprout, ReadyTest A-Z, and Writing A-Z—must create a classroom roster and assign students user credentials before students can access the Services.

We collect and store the student login credentials that you create. We will not use this Personal Information for any purpose other than providing you and your students access to the Services.

5. Account Activity by Teacher and Parent Users

If you are an adult with teacher access to our Services that provide tools for online learning, the first time you login to the teacher portal, you must enter your first and last name, class name, grade level, and school name, and we collect that information.

Once you create a classroom roster in the teacher portal, you can access classroom reports that become available as your students complete assignments in our Services. These classroom reports show the number of activities completed; each student's progress on incomplete activities; the number and time each student logged in; the bonus and incentive stars earned; student rankings; and the accuracy level for any skill group you create. If you are an adult with parent access to the Services, you can view similar reports regarding only your child's activity through the parent portal. If you have teacher access, you can review student activity on the Services; give students assignments; access student voice recordings submitted for review and grading; and send voice recordings or text messages to students. If you have parent access, you can review the activity of your child on the Services, send text messages to your child and review messages sent to your child, but you cannot give assignments.

We will not use any Personal Information we gather about you as you use the Services for any purposes other than verifying your identity and authenticating your login; facilitating your access to paid content; and monitoring subscription compliance. You control what information you provide to and about your students as you interact with the Services. If you have teacher access, the student information you provide as you use the Services should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are specifically instructed not to enter, information about students that is not relevant to this legitimate educational purpose. You are also responsible for keeping the student information that you enter accurate, complete and up to date. If you recognize that student information is inaccurate, incomplete, or outdated, you are responsible for correcting it. Please note, however, that the "class chart" name that you assign to a student may be anything you choose and need not be the student's actual name. For assistance, or if you experience difficulties making corrections to student information, please contact us. We will use information about students entered by teacher and parent users to provide services to your school educational institution. We will not keep such student information after you or the school educational institution instructs us to delete it. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes.

When you are logged in to the teacher or parent portals, we automatically collect Non Personal Information about your use of the Service to support our internal operations, including information about how various features of the Service are used, what you download, and the number, frequency and length of each session. We do not combine this Non Personal Information with or link it to any of the Personal Information mentioned above.

6. *Correspondence With Us*

We collect and retain Personal and Non Personal Information from you when you send us a message or chat with us via our website, when you send us an email, or when you sign up for a newsletter on our website. We use such information solely to provide the services or support

you request.

7. Location Information

We collect and store information about your geographic location on our teacher-facing ReadyTest A-Z website, which is a Service directed to users over 13, in order to provide Texas-specific content to educators in Texas. Your location information is collected only if you enable your computer or mobile device to send us location information and/or if you expressly grant us permission to collect it by clicking "Allow" in a dialogue window that automatically pops up when you navigate to this website.

8. Automated Information

We automatically receive and record certain technical information from your browser as you use our Services, including your IP address, to improve the functionality of our Services. When we collect an IP address, we combine it with other information submitted by the user's browser, such as requests for files from the web server. We compile this information to create access logs, which we analyze to determine trends, such as which pages are used the most, which browsers are most frequently used by visitors to access the site, and which areas of the world site users are accessing our products from most frequently. Our access logs do not contain any information which can be uniquely associated with any particular IP address or Personal Information about any individual user.

9. Cookies

We use "cookies" to collect information on the non-student facing, commercial Site such as www.learninga-z.com. For example, we may use these technologies to collect information about the ways visitors use this Site - which pages they visit, which links they use, and how long they stay on each page. We also use these technologies to support certain features of this Site. For example, we use these technologies to personalize your experience when you use this Site and to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits.

The information we collect using cookies and similar technologies is not, in and of itself, personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our

cookies.

2. How We Share the Information We Collect

We will not share any information collected through our Services with third parties, except as described below. We do not share Personal Information with third parties for their own marketing purposes.

1. *Personal Information*

1. Service Providers

We may share Personal Information with third-party service providers only if necessary for them to perform services on our behalf, including without limitation service providers who provide email services, process credit card payments, and provide services in support of our internal operations.

2. Corporate Affiliates and Corporate Business Transactions

We may share Personal Information with our parent company and other Learning A-Z-affiliated companies. If we enter into a business transition such as a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, or dissolution, your Personal Information may be among the assets we transfer. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's affiliates may continue to collect and use your Personal Information as set forth in this Privacy Policy.

3. Legal Compliance and Security

We reserve the right to disclose Personal Information when required to do so by applicable law—for example, in response to a court order, subpoena, legal process, or other claim or inquiry. We also may disclose Personal Information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the rights, property, or safety of any person, violations of our Terms of Service, or to verify or enforce compliance with the

policies governing our Services and applicable laws, or as otherwise required or permitted by law or legal requirements.

4. Consent

We may share your Personal Information with a third party if you consent to the sharing.

5. Authorized Educational Institutions and Third Parties They Authorize

We may disclose the information we collect about a student to authorized employees or representatives of the student's educational institution. When, at the request of the educational institution, we acquire assessment or other information, including students' Personal Information, from a third-party source, we will treat such information with the same confidentiality and security safeguards as though it were provided directly by the educational institution. Additional agreements may be required by the third party to authorize transmission of such information to us.

An educational institution may from time to time request that we provide the information we collect about students to third parties of its choosing. We will do so only with written authorization from the educational institution that acknowledges that we are providing that information as an educational institution's agent, and that once the information is received by the third party, we no longer have any control over the use or disposition of the information. If a written request to disclose the Personal Information of students to a third party is provided to us, the educational institution releases us from all responsibility over the use or disposition of such information.

Upon written request by an educational institution, we will destroy any information collected from students for educational institutions who no longer participate in our Services. We will also provide written verification that the data has been destroyed as requested. If an educational institution has not used any Service for a period of ten years, upon request, we will provide written notice that the student information pertaining to their educational institution will be destroyed unless the educational institution requests the records be kept.

2. *Non Personal Information*

This Privacy Policy does not limit our use of any Non Personal Information, and we reserve the right to use and disclose such information to third parties at our discretion. However, in the event that we wish to release Non Personal Information that identifies a school or educational

institution by name, we will enter into a separate agreement with a school or school district purchaser to authorize release and publication.

3. Districts and School Systems

Under the terms of our contracts with schools, we agree to act as a “School Official” as defined by the Family Educational Rights and Privacy Act (“FERPA”), meaning that we:

- Perform an institutional service or function for which the school or district would otherwise use its own employees;
- Have been determined to meet the criteria set forth in the school’s or district’s annual notification of FERPA rights for being a School Official with a legitimate educational interest in the education records;
- Are under the direct control of the school or district with regard to the use and maintenance of education records; and
- Use education records only for authorized purposes and will not re-disclose from education records to other parties (unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA).

4. Account Holders’ Communication Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use and disclosure of your information. If you opt in to receive our eNews, updates, and offers, you consent to receive certain email communications from us, which may include newsletters, administrative notices, and special offers. You have a choice at any time to stop us from sending you emails for marketing purposes by updating your email preferences.

Please note that, despite any indicated email marketing preferences, we may still send you administrative emails regarding the operation of our Services.

5. Changing or Removing Personal Information and Closing Accounts

1. Reviewing Your Own Information

If the Personal Information you provided when you created an account changes, you must promptly notify us of those changes. You have the right to access, update and correct factual inaccuracies in the Personal Information that we collect through our Services, subject to certain exceptions. If you want to access, update, or correct your Personal Information, simply edit your profile in your My Account section. To help protect your privacy and the security of your Personal Information, we may request information from you to enable us to confirm your identity and right to access such information, as well as to search for and provide you with the

Personal Information that we maintain. For information about how to review the Personal Information we collect from children under 13, please see our Children's Privacy Policy section below.

There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the Personal Information that we hold about you. In addition, your Personal Information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your Personal Information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

If you no longer wish to have your information collected by an application installed on a mobile device, you may uninstall the application by using the standard uninstall processes available on the mobile device or via the mobile application marketplace or network.

2. Closing Accounts

If you no longer wish to use our Services, you may close your account by contacting us. Adults with teacher access may remove a student account by deleting the student from their classroom roster. Adults with parent access may do this by contacting the account holder, such as the school, to request deletion of their child's information. The school may contact Learning A-Z at support@learninga-z.com by call 1-866-889-3729.

If you close your account, we have no obligation to retain your information, and we may delete any or all of your information without liability. However, we may retain information related to you if we believe it may be necessary to prevent fraud or future abuse, if required by law, or for legitimate business purposes, such as analysis of aggregated, Non Personal Information, account recovery, auditing our records, and enforcing our rights and obligations under our agreements. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Privacy Policy) of information or any obligation not to delete your information.

6. Using the Services Outside the United States

We are based in the United States, and the information we collect is governed by and operated in accordance with United States law. If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. While users from countries other than the United States may access certain of our Services, we make no representation that the Services are operated in accordance with the laws or regulations of, or governed by, other nations. If you are from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use and disclosure of Personal Information, that are different from those of the United States, you may only use the Services in a manner lawful in your jurisdiction.

7. How We Protect Information

We use reasonable technical, administrative, and physical security measures designed to safeguard and help prevent unauthorized access to your information, maintain data security, and correctly use the information we collect. These measures include, but are not limited to, the use of encryption, physical access controls, information access controls, and anti-virus and anti-malware software.

Additionally, your account is protected by the password you use to access your online account, and we urge you to take steps to keep your username and password safe. Teacher and parent users are responsible for maintaining the confidentiality of their usernames and passwords, including student usernames and passwords. If you feel your password or a password of a student user has been compromised, you should change it immediately. When you are finished using our Services, you should log out of your account and exit your browser. Teacher and parent users are also responsible for notifying us immediately of any known or suspected unauthorized use(s) of account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of login credentials. Any fraudulent, abusive, or otherwise illegal activity on your account may be reported to appropriate law enforcement agencies by us.

Please be aware that, despite our best efforts, no security measures are perfect or impenetrable. We cannot guarantee or warrant the security of any information you disclose or transmit to us on or through the Services and cannot be responsible for the theft, destruction, loss or inadvertent disclosure of your information.

8. Links to Other Websites

We may provide links to other websites that we believe may be of interest to our users. However, we are not responsible for the privacy practices employed by those websites, nor are we responsible for the information or content they contain. This Privacy Policy applies solely to information collected by us through our Services; thus, when you use a link to navigate to a third-party website, this Privacy Policy is no longer in effect. We encourage our users to read the privacy policies of these other websites before proceeding to use them.

9. Contact Us

Teachers, parents, and other adult visitors over 18 with questions or comments regarding this Privacy Policy may contact us using the information below:

- Attn: Customer Service Manager
- Address: 1840 East River Rd. #320 Tucson, AZ 85718
- Email: support@learninga-z.com; COPPAPrivacy@ikeepsafe.org
- Phone: 1-866-889-3729

10. Changes to This Privacy Policy

We may periodically make changes to this Privacy Policy, including changes to keep pace with changing technology and as new or changed Services are released. We expect most such changes to be minor. Any non-material changes will take effect immediately upon posting of an updated Privacy Policy on our Services. You should periodically check our Privacy Policy for updates. However, there may be cases where changes to the Privacy Policy may be more significant. In such cases, we will first provide notice to users who are affected. If we make changes to this Privacy Policy that may affect our collection or use of Personal Information from children under 13, we will give notice and obtain the prior verifiable consent of a parent or legal guardian. See our [Children's Privacy Policy](#) for more information about those practices.

Your continued use of the Services after the effective date of the Privacy Policy will constitute acceptance of any changes. If you do not agree to the revised Privacy Policy, please refrain from using the Services.