EMPOWERING ALL STUDENTS

Learners Today - Leaders Tomorrow

February 3, 2020

Ms. Katie Kim
Report, NBC5 Chicago
A Division of National Broadcasting Company, Inc.
454 North Columbus Drive
Chicago, Illinois 60611-5555
312-836-5555
www.nbcchicago.com
katie.kim@nbcuni.com

Dear Ms. Kim:

On January 30, 2020, you sent an email request pursuant to the Freedom of Information Act seeking records from Crystal Lake Elementary District 47 ("District"). In your FOIA you requested:

- all written agreements and/or contracts between Crystal Lake Community Consolidated School District 47 and companies that provide content filtering and monitoring software for school district-issued devices for students, including (but not limited to) Bark, Securly, Go Guardian, etc
    - See attached documents
- documents sufficient to show policies and guidelines for school district-issued devices for students.
    - Policy 6:235
    - See attached documents

Sincerely,

Clare F. Bourne

Clare F. Bourne
Freedom of Information Officer
Crystal Lake School District 47

A Division of National Broadcasting Company, Inc.
454 North Columbus Drive
Chicago, Illinois 60611-5555
312-836-5555
www.nbcchicago.com

January 30, 2020

Claire Bourne
Freedom of Information Officer and Executive Administrative Assistant to the Superintendent
Crystal Lake Community Consolidated School District 47
300 Commerce Drive
Crystal Lake, IL 60014-3503
Sent via email to: FOIA@d47.org

Dear Ms. Bourne:

This is a request under the Illinois Freedom of Information Act. I am sending this request to all Chicago-area public school districts, including Crystal Lake Community Consolidated School District 47, to learn more about each district's education technology program as it relates to student learning on school-issued devices such as an iPad or Chromebook.

I am requesting any and all written agreements and/or contracts between Crystal Lake Community Consolidated School District 47 and companies that provide content filtering and monitoring software for school district-issued devices for students, including (but not limited to) Bark, Securly, Go Guardian, etc.; and documents sufficient to show policies and guidelines for school district-issued devices for students.

Please send all requested documentation to me at katie.kim@nbcuni.com. If you are not able to send these records electronically, please contact me as soon as possible, so that I can arrange another way to get these records from you. And if there is any way in which I can help in gathering this material, I would be happy to do so.

Because these records are in the public interest, I ask that you waive any reproduction fee. And if you deny this request, please tell me on what grounds, and to whom I should appeal.

If you have any questions or need any additional information, please don't hesitate to contact me at katie.kim@nbcuni.con, or at 312-836-5577.

Thank you so much for your time and consideration in this matter.

Sincerely,
Katie KimReporter, NBC5 Chicago

Acceptable Use of Electronic Networks

All use of electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or legal action.**

Terms and Conditions

Acceptable Use - Access to the District's electronic network must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

Privileges - The use of the District's electronic network is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

Unacceptable Use - The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

1. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
2. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
3. Downloading of copyrighted material for other than personal use;
4. Using the network for private financial or commercial gain;
5. Wastefully using resources, such as file space;
6. Hacking or gaining unauthorized access to files, resources, or entities;
7. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
8. Using another user's account or password;
9. Posting material authored or created by another without his/her consent;
10. Posting anonymous messages;
11. Using the network for commercial or private advertising;
12. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
13. Using the network while access privileges are suspended or revoked.

Network Etiquette - The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Be polite. Do not become abusive in messages to others.
2. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
3. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
4. Recognize that email is not private. People who operate the system have access to all email. Messages relating to or in support of illegal activities may be reported to the authorities.
5. Do not use the network in any way that would disrupt its use by other users.
6. Consider all communications and information accessible via the network to be private property.

No Warranties - The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Indemnification - The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

Security - Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

Vandalism - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

Telephone Charges - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

Copyright Web Publishing Rules - Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission.

1. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
2. Students and staff engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of "public domain" documents must be provided.
3. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.
4. The *fair use* rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
5. Student work may only be published if there is written permission from both the parent/guardian and student.

Use of Email - The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides email to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.

Created: 5/16/2016
Last Reviewed: 6/29/2016
Last Revised: 6/29/2016

1. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an email account is strictly prohibited.
2. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
3. Electronic messages transmitted via the School District's Internet gateway carry with them an identification of the user's Internet *domain*. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
4. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
5. Use of the School District's email system constitutes consent to these regulations.

Internet Safety

Internet access is limited to only those *acceptable uses* as detailed in these procedures. Internet safety is almost assured if users will not engage in *unacceptable uses*, as detailed in these procedures, and otherwise follow these procedures.

Staff members shall supervise students while students are using District Internet access to ensure that the students abide by the *Terms and Conditions* for Internet access contained in these procedures.

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.
The system administrator and Building Principals shall monitor student Internet access.

Created: 5/16/2016
Last Reviewed: 6/29/2016
Last Revised: 6/29/2016

1:1 Chromebook Student Expectations

Crystal Lake Elementary District 47

Receiving Your Chromebook

1. Parent/Guardian Orientation

All parents/guardians will be required sign/agree to the District 47 Use of Techology - Chromebook Agreement before a Chromebook can be issued to their student.

2. Student Distribution

6th, 7th, and 8th grade students will receive their Chromebooks and cases during the first week of school.

3. Transfer/New Student Distribution

Transfer/new students will be issued their Chromebooks and cases after their parents/guardians have signed the District 47 Use of Technology - Chromebook Agreement.

Returning Your Chromebook

1. End of Year

At the end of the school year, 8th graders have the option to purchase the Chromebook for the remaining cost or must turn in their Chromebooks, chargers, and cases. Failure to turn in a Chromebook will result in a student being charged the remaining payments for the Chromebook. If a Chromebook is not returned, a report of stolen property may also be filed with the local law enforcement. 6th and 7th will be allowed to keep their devices over the summer, or have the option to store the Chromebook at the school.

2. Transferring/Withdrawing Students

Students that transfer out or withdraw from District 47 must turn in their Chromebooks and cases to the main office on their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the remaining yearly payments for the Chromebook. Unpaid fines and fees of students leaving District 47 may be turned over to a collection agency. A report of stolen property may also be filed with the local law enforcement agency.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the LMC as soon as possible so that they can be taken care of properly. District owned Chromebooks should never be taken to an outside computer service for any type of repairs or maintenance. Students should never leave their Chromebook unattended unless it is locked in their hallway locker.

1. General Precautions

- No food or drink should be next to a Chromebook.Cords, cables, and removable storage devices must be inserted carefully into a Chromebook.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with their power cords plugged in when the cords may be a tripping hazard.
- Heavy objects should never be placed on top of Chromebooks.

2. Cases

- All students will be issued a protective case for their Chromebooks that should be used whenever the Chromebooks are being transported or not in use.
- Although the cases are reinforced to help protect the Chromebooks, they are not guaranteed to prevent damage. It remains the students' responsibility to care for and protect their devices.

3. Carrying Chromebooks

- Chromebooks should always be transported with care in a District 47 issued protective case. Failure to do so may result in disciplinary action.
- Chromebooks should never be lifted by the screen.
- Chromebooks should never be carried with their screens open.

4. Screen Care

The Chromebook screens can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, dry microfiber cloth or antistatic cloth.

5. Asset Tags

- All Chromebooks will be labeled with a district asset tag.
- Asset tags may not be modified or tampered with in any way.
- Students may be charged up to the full replacement cost of a Chromebook for tampering with a district asset tag or turning in a Chromebook without a district asset tag.

Using Your Chromebook At School

It is the expectation that students bring a fully charged Chromebook to school every day and bring their Chromebooks to all classes unless specifically advised not to do so by their teacher.

1. If a student does not bring his/her Chromebook to school

- If available, a student should see the Solution Center and check out a loaner for the day or have his/her teacher call the Solution Center to have one delivered.
- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage or loss of the issued device.
- The mobile technician will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to the assistant principal's office for those students that have more than one occurrence.
- The students that obtain a loaner will be responsible for returning the borrowed device to the Solution Center before the end of the school day.
- If a loaner is not turned in by the end of the day, the mobile technician will submit a report to the main office.

2. Chromebooks being repaired

   - Loaner Chromebooks may be issued to students when they leave their school issued Chromebook with the mobile technician for repair.
   - A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage or loss of the loaned device.
   - Chromebooks on loan to students that are having their device repaired may be taken home.
   - The mobile technician will contact students when their devices are repaired and available to be picked up.

3. Charging Chromebooks

   - Chromebooks must be brought to school each day with a full charge.
   - Students should charge their Chromebooks at home every evening.
   - There will be a limited number of unsupervised charging stations in the library, study hall, classrooms and cafeteria available to students on a firstcomefirstserved basis.

4. Backgrounds and Themes

   Inappropriate media may not be used as Chromebook backgrounds or themes. The presence of such media will result in disciplinary action.

5. Sound

   - Sound must be muted at all times unless permission is obtained from a teacher.
   - Headphones may be used at the discretion of the teachers.
   - Students should have their own personal set of headphones for sanitary purposes.

6. Printing

   - Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
   - Printing stations will be available in various locations.
   - Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Goolge Cloud Print can be attained here:

     http://www.google.com/cloudprint/learn/.

7. Logging into a Chromebook

   - Students will log into their Chromebooks using their school issued Google Apps for Education account.
   - Students should never share their account passwords with others.

8. Managing and Saving Your Digital Work With a Chromebook

   - The majority of student work will be stored in their Internet/cloud based applications and can be accessed from any computer with an Internet connection and most mobile Internet devices.
   - Some files may be stored on the Chromebook's hard drive.
   - Students should always remember to save frequently when working on digital media.
   - The district will not be responsible for the loss of any student work.
   - Students are encouraged to maintain backups of their important work on a portable

storage device or by having multiple copies stored in different Internet storage solutions.

Using Your Chromebook Outside of School

Students are encouraged to use their Chromebooks at home and other locations outside of school. A WiFi Internet connection will be required for the majority of Chromebook use, however there are some applications that can be used while offline and not connected to the Internet. Students will be bound by the District 47 Acceptable Use Policy, administrative procedures, and all other guidelines in this document wherever they use their Chromebooks.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the district.

1. Updates

   - The Chromebook operating system, ChromeOS, updates itself automatically. There is no need for students to manually update their Chromebook.

2. Virus Protection

   - Chromebooks use the principle of "defense in depth" to provide multiple layers of protection against viruses and malware, including data encryption and verified boot.
   - There is no need for additional virus protection.

Content Filter

The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district. If its blocked in school then it will be blocked out of school. If an educationally valuable site is blocked, students should contact their teachers or LMC staff to request the site be unblocked.

Software

1. Google Apps for Education

   - Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Spreadsheets, Presentations, Drawings, and Forms.
   - All work is stored in the cloud.

2. Chrome Web Apps and Extensions

   - Students are allowed to install appropriate Chrome web apps and extensions from the Chrome Web Store.
   - Students are responsible for the web apps and extensions they install on their Chromebooks. Inappropriate material will result in disciplinary action.

   - Some web apps will be available to use when the Chromebook is offline or not connected to the Internet.

Chromebook Identification

1. Records

   - The district will maintain a log of all Chromebooks that includes the Chromebook serial number, asset tag code, and name and ID number of the student assigned to the device.

2. Users

   - Students will be assigned the same Chromebook for the duration of their time at District 47. **Take good care of it!**

Repairing/Replacing Your Chromebook

1. Mobile Technician Support

   - All Chromebooks in need of repair must be brought to the Mobile Technician in the Solution Center as soon as possible.
   - The Mobile Technician will analyze and fix the problems they can and escalate the issues they cannot to the Technology Department.

2. Vendor Warranty / Repair / Insurance

   - Chromebooks include a one year hardware warranty from the vendor.
   - The vendor warrants the Chromebook from defects in materials and workmanship.
   - The limited warranty covers normal use, mechanical breakdown, and faulty construction.
   - The District will provide normal replacement parts necessary to repair the Chromebook or, if required, a Chromebook replacement.
   - The vendor warranty does not warrant against damage caused by misuse, abuse, or accidents.
   - All repair work must be reported to the Solution Center.

No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for districtrelated or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, view, monitor and record use of student Chromebooks (including reviewing files and other materials) at any time for any reason related to the operation of the District and/or for any purpose that furthers the interests of the District. By using a Chromebook, students agree to such access, monitoring and/or recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.

Appropriate Uses and Digital Citizenship

In general, the school issued Chromebooks should be used for educational purposes and students are to adhere to the Acceptable Use Policy and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

- **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will consider the information, images, and other media that I post online. I will consider what personal information about my life, experiences, experimentation or relationships I post. I will not be obscene.
- **Protect Yourself.** I will ensure that the information, images and materials I post online will not put me at risk. I will not publish my personal details, contact details or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts and resources.
- **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass or stalk other people. I will show respect for other people in my choice of websites. I will not visit sites that are degrading to others, pornographic, racist or inappropriate. I will not abuse my rights of access and I will not enter other people's private spaces or areas.
- **Protect Others.** I will protect others by reporting abuse, not forwarding inappropriate materials or communications; I will moderate unacceptable materials and conversations, and not visit sites that are degrading, pornographic, racist or inappropriate.
- **Respect Intellectual property.** I will request permission to use resources. I will suitably cite any and all use of websites, books, media etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
- **Protect Intellectual Property.** I will request to use the software and media others produce. I will use free and open source alternatives rather than pirating software. I will purchase, license and register all software. I will purchase my music and media, and refrain from distributing these in a manner that violates their licenses. I will act with integrity.

Crystal Lake Elementary District 47

300 Commerce Dr., Crystal Lake, IL 60014 815.788.5000
www.d47.org /D47schools @crystallakesd47

USE OF TECHNOLOGY - CHROMEBOOK AGREEMENT

Crystal Lake Elementary District 47 ("the District") parents/guardians of students who receive a District-issued Chromebook must sign the Chromebook Agreement in order to receive the device; parent/guardian acceptance is required. Use of a Chromebook, like any other use of District technology, is governed by the District's Acceptable Use Policy (6:235), which students and their parents/guardians are responsible for reviewing and understanding. This document also provides additional guidance about taking care of the equipment, using it to complete assignments, and being a good digital citizen.

Students and their parents/guardians are reminded that use of District Technology is a privilege and that all activity on any District-owned computer, network, or electronic communication device may be monitored by school authorities. Inappropriate use of District technology may result in limited or banned computer use and/or disciplinary action.

Ownership of the Chromebook

The District obtains Chromebooks at a reduced rate for all students regardless of qualification for a fee waiver. The District 47 Student Fee Statement includes the fee ($60 per year) for District-issued Chromebook. Students who qualify for a fee waiver under District policy do not pay a fee for the Chromebook.

Prior to 8th grade promotion from District 47, the Chromebook, management software, and issued peripherals remain the property of the District, although students may take the Chromebooks home with them. Students also may use the Chromebooks during the summer. After three consecutive years of paying student fees, or by paying $180, resulting in a paid-in-full status, ownership of the Chromebook and issued peripherals transfers to the student at no additional fee.

Upon transfer, management software will be removed, and the Chromebook will be re-deployed as a consumer device. If a student leaves the District prior to graduation or prior to paying three consecutive years of student fees, the device will remain property of the District.

Responsibility for the Chromebook

Students are solely responsible for the Chromebooks issued to them and must adhere to the following:

- Students must comply with the District's Acceptable Use Policy (6:235) and all other District policies and procedures when using their Chromebooks, regardless of where and when that use occurs (e.g., at home/at school, before/after school, during the school year/summer).
- Students must bring their Chromebooks to school every day and make sure they are fully charged. (Note: A fully charged District Chromebook should last at least 8 hours.)
- Students must treat their devices with care and never leave them in an unsecured location.
- Students must keep their devices in a protective case or backpack when traveling.
- Students must promptly report any problems with their Chromebooks to the LMC.
- Students may not remove or interfere with the serial number and other identification tags on their Chromebooks.
- Students may not attempt to remove or change the physical structure of their Chromebooks, including the keys, screen cover or plastic casing.
- Students may not attempt to install or run any operating system on their Chromebooks other than the ChromeOS operating system supported by the District.
- Students must keep their devices clean and must not touch the screen with anything (e.g., finger, pen, pencil, etc.) other than computer screen cleaners designated for such use.

Crystal Lake Elementary District 47

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Responsibility for Electronic Data
Students are solely responsible for any apps or extensions on their Chromebooks that are not installed by a member of the District 47 Technology Services staff. Students are responsible for backing up their data to protect from loss. Until ownership rights transfer to the student as described above, students, like all users of District technology, have no rights, ownership, or expectations of privacy to any data that is, or was, stored on the Chromebook and are given no guarantees that data will be retained or destroyed.

Digital Citizenship
Students must follow the rules for appropriate use and digital citizenship when using their Chromebooks as part of the school's expectations of positive behaviors and as detailed in the 1:1 Student Expectations document.

Copyright and File Sharing
Students are required to follow all copyright laws around all media including text, images, programs, music, and video when using their Chromebooks. Downloading, sharing, and posting online illegally obtained media violates the District's Use of Technology policy.

Temporary Equipment and Lending
If a student's Chromebook is inoperable, the school has a limited number of loaner devices for use while the student's Chromebook is repaired or replaced. This agreement governs the use of such loaner equipment as well as the student's District-issued Chromebook. The student may not opt to keep an inoperable Chromebook to avoid doing class work due to loss or damage. If a student does not bring his/her Chromebook to school, the student may be required to borrow a device from the school based on the direction from his/her teacher. This loaner device must be returned before the end of the day.

Loss, Damage, and Repair
The Chromebook comes with a one-year limited warranty. During the first year that the device is issued to a student, the District will repair or replace damaged equipment resulting from normal use that is covered by the warranty. If any damage or repair is not covered by the warranty or is not repairable by District 47 technicians, including multiple incidents of negligent damage, the student and his/her parent/guardian will be responsible for reimbursing the District for the cost of the repair.

Loss or theft of the device is also the student and his/her parent/guardian's responsibility and will result in the full replacement cost ($250) being charged to the student's account which becomes an obligation to be paid. A replacement device will be provided to the student once the fee for the lost device has been paid to the Business Office.

Crystal Lake Elementary District 47

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Chromebook Agreement (MUST BE SIGNED AS PART OF REGISTRATION):

By signing this agreement, the student and his or her parent/guardian agree that they have read and understood the Crystal Lake Elementary District 47 ("the District") Use of Technology – Chromebook Agreement, that they agree to follow and be bound by those guidelines as well as all other applicable District policies and procedures. The student and his or her parent/guardian agree that the District owns the Chromebook, management software and peripherals until the student is promoted from 8th grade or pays three consecutive years of student fees; and that if the student ceases to be enrolled in District 47 for any reason prior to graduation or prior to paying three consecutive years of student fees, the Chromebook and issued peripherals must be returned to the District in good working order or full replacement cost will be charged to the student and his or her parent/guardian. The student and his or her parent/guardian also agree to hold the District harmless and that the District shall not be liable for any claim of damage, negligence, or breach of duty alleged regarding the student's use of the Chromebook, management software, or issued peripherals, except to the extent the claim is related to gross negligence or willful acts or omissions of the District.

Print Student Name_____ Student ID #: _____

Print Parent/Guardian Name _____

Parent/Guardian Signature _____ Date: _____

FOR OFFICE USE ONLY: *(Do not write below this line)*		
_____ *Date*	_____ *Technology Services / Business Personnel (Signature)*	_____ *Technology Services / Business Personnel*
Chromebook Serial #		

PO DATE
04/12/2013

Crystal Lake School District 47

300 Commerce Drive
Crystal Lake, Il 60014
815-459-6070 - Phone / 815-477-6989 -Fax

PRINTED 04/12/2013

Please Include Purchase Order No. On All Correspondence
E 9995-0219-06
F.E.I. #36-6005102

PURCHASE ORDER NUMBER
1001300251

VENDOR KEY : TWO TREE001
SHIP DATE : 04/11/2013
FISCAL YEAR : 2012-2013
ENTERED BY : KOMOSREN000
ORIGINAL REQ # : 0000073127

VENDOR:
Two Tree Technologies LLC
7701 E Kellog Dr
Wichita, KS 67207

PHONE: (316) 636-2122
FAX: (316) 636-2166

SHIP TO:
Crystal Lake School Dist #47
42-D East St
Crystal Lake, IL 60014

ATTN: Renee Komosa - Operations

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	Ea	Install Fee	2000.00000	2,000.00
1	Ea	SIMS II Filtering Services per Agreement	2000.00000	2,000.00
		Shipping		
		Dave Jenkins - Technology		
		PLEASE RETURN PO FOR PROCESSING		
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER — ACCOUNT AMOUNT		
		10E000 2660 0540 00 000000 — 4,000.00		
			PAGE TOTAL	4,000.00
			TOTAL	4,000.00

- This agency is not subject to federal, excise, state and local taxes.
- Invoices are paid within 60 days of receipt.
- Full Terms and Conditions are attached to Purchase Order.

PURCHASE APPROVED BY:

Karen Plaza
Purchasing Agent

Kevin T. Werner, CFO
POs greater than $5,000 must be countersigned

TWOTREES TECHNOLOGIES SERVICE AGREEMENT

This is a **SERVICE AGREEMENT** (Agreement), between Twotrees Technologies, LLC, a company incorporated in Tulsa, OK, and CCSD 47 Crystal Lake, for the sole purpose of providing the Internet content filtering and firewall Shelterbelt Internet Management Service II (SIMS II) for Subscriber's use and benefit on the terms and conditions in this Agreement. Twotrees Technologies and Subscriber agree to the following terms, inclusive of Schedule A which is incorporated into this agreement.

Definitions:

Shelterbelt Service: An Internet content filtering and computer network caching service, encompassing the "Shelterbelt System" and "Basic Services" as defined below.

Shelterbelt System: A collective term encompassing "Software", "Hardware" and "Proprietary Content", as defined below.

Software: Shelterbelt proprietary machine-readable object code, including the related documentation necessary to receive filtering services.

Hardware: Shelterbelt provided Server and/or related hardware equipment located on Subscriber's premises, as further described in Schedule A.

Proprietary Content: Shelterbelt proprietary database of reviewed and categorized Internet URL's, and other records necessary to receive Service.

Basic Services:

Twotrees Technologies will provide to Subscriber:

1. Twotrees Technologies will assist Subscriber with the initial setup and configuration of the Shelterbelt System. Setup Services include shipment of the Shelterbelt System to a location specified by Subscriber and making reasonable efforts to implement the Shelterbelt System for Subscriber which may or may not include dispatching an installation technician to the installation site. (Subscriber is required to provide a representative who understands Subscriber's network and is technically capable of configuring routers and other equipment already in place on the network);
2. Maintenance, System Administration and Technical Support Services during regular business hours, defined as Monday through Friday, 8:00a.m. – 5:00p.m. Central/Standard Time with 24 hour per day / 7 day per week on-call Technical Support for critical service-affecting issues to maintain the Shelterbelt System in good working order;
3. Upgrade Services for the Shelterbelt System as deemed desirable by Twotrees Technologies;
4. Continuous Human Review and Categorization of Internet Sites;
5. Automatic Electronic Updates of the proprietary database of categorized Internet sites;
6. Interactive Feedback to the Review Staff;
7. Hardware replacement and Software warranty for the life of the service contract;
8. Integration Assistance to set up browser auto configuration to configure links to Search on the Subscribers and its subscriber's network home-pages, internal network web sites, Intranet web pages, or as the network browser default search engine link.

Subscription

This agreement grants to Subscriber, and Subscriber accepts, the non-exclusive, non-transferable, limited use of the **Shelterbelt Service** at its subscription sites. The Software is subscribed with the Hardware and Proprietary Content as a single integrated product. Subscriber's use is limited to the Subscriber's specific location and configured for Subscriber's primary computer network, operating on Twotrees Technologies hardware; and operating from that site for use by students, teachers, administrators, and other authorized users of Subscriber. The rights in this Agreement are personal to Subscriber and may not be transferred or assigned by operation of law or otherwise, without the prior written consent of Twotrees Technologies.

Subscription Fees

As consideration for Twotrees Technologies execution and delivery of this Agreement for Subscriber's use of the **Shelterbelt Service**, including the subscription, Subscriber will pay Fees according to the payment methods specified in Schedule A. Payments for any partial months will be prorated. All fees quoted are exclusive of applicable taxes on the subscription, transfer or use of the **Shelterbelt System**. In the event Twotrees Technologies is charged such taxes on the services provided in this Agreement, Twotrees Technologies may add an equal amount to the total Fees owed by Subscriber under this Agreement. Any other services purchased from Twotrees Technologies will be payable through a separate invoice of Twotrees Technologies.

Terms of Agreement

1. Twotrees Technologies reserves the right to immediately terminate this agreement and to seek any other remedies available in law or in equity from a court of competeur jurisdiction in the event of a breach or default of the terms of this Agreement by Subscriber, including monetary damages, specific performance and/or injunctive relief. Upon such breach or default of Subscriber, Twotrees Technologies may immediately shut down the Shelterbelt System and Subscriber will promptly surrender the Software, Proprietary Content, and Hardware to Twotrees Technologies in good working condition. At its sole discretion, Twotrees Technologies may allow the Subscriber to cure such a breach or default of this Agreement by giving Subscriber ten (10) days from receipt of written notice of opportunity to cure.
2. For additional terms, see Schedule A.

Service Delivery

Service will be delivered through one of the following methods:

1. Direct placement of Twotrees Technologies hardware containing Twotrees Technologies proprietary software, proprietary blocked database and other integrated component features and services (the "System") onto the network of the Subscriber.
2. By placement of such a System at the network operation facility of the school district providing Internet access to the Subscriber, and thereby providing content filtering of Internet requests at the point of Internet access.
3. Twotrees Technologies may provide a similar service to a Subscriber via a "Redirect" option that directs Subscribers' Internet request from a computer workstation or network router to remote hardware for processing. This hardware may reside at either Twotrees Technologies, Affiliate's or Subscriber's operations center.

Additional Services

1. **Maintenance Services**

At its sole cost and expense, Twotrees Technologies will provide routine maintenance and repair of the Shelterbelt System, including all Twotrees Technologies provided hardware. Subscriber will maintain the premises in which the Hardware resides in a clean and suitable condition to allow for the safe operation and optimal performance of the Shelterbelt System. Subscriber will be solely responsible for and will reimburse Twotrees Technologies for the costs of all repairs and maintenance necessitated by any act or omission of Subscriber, its employees, agents, or invitees, unless Twotrees Technologies, at its sole discretion, waives part or all of such costs.

2. **On-Site Help Services**

Twotrees Technologies provides basic help services by phone access to technical consultants. Additionally, Twotrees Technologies can provide on-site help services on a pre-arranged contracted basis. On-site services may include questions on how to operate and troubleshoot the Shelterbelt System. Subscriber agrees to reimburse Twotrees Technologies for travel costs related to providing on-site technical services, on either Subscriber's premises, and to pay Twotrees Technologies then-current rates for such services, currently $125 per hour (price subject to change without notice).

Redirect Page

A "redirect page" will appear on the workstation page view when an end-user is denied access to a requested Internet site (Redirect Page). The Redirect Page may include Twotrees Technologies web-site links, functional components of the Shelterbelt Service, text, and graphics.

Restrictions

1. Subscriber may not make or distribute copies of the Software or Proprietary Content.
2. Subscriber may not de-compile, reverse engineer, disassemble, or otherwise reduce the Software or Proprietary Content to a human-perceivable form.
3. The Subscriber may not access, request delivery of or use of the Software source code.
4. Subscriber may not modify, sell, rent, lease, lend, transfer, sell, distribute, assign the rights to, or create derivative works of the Proprietary Software or the Proprietary Content on the Shelterbelt System, or any part thereof.
5. User agrees to notify its employees and agents who may have access to the Software, Proprietary Content and server, of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

Ownership

1. The foregoing contract gives subscriber limited rights to use the Software and Proprietary Content.
2. All administration and maintenance of the Shelterbelt System will be managed and performed by Twotrees Technologies and subscriber will be restricted from root access to the system.
3. Subscriber does not become the owner of the Software, Proprietary Content, and artwork nor of any copies thereof.
4. Twotrees Technologies retains title to the Software, inclusive of the Proprietary Content, end-user and process log files, source code artwork and all copies thereof, all of which are protected by Unites States copyright laws, international treaty provisions, the Uniform Commercial Code, and contract law.
5. All rights not specifically granted in this Subscription Agreement, including Federal and International Copyrights, are reserved by Twotrees Technologies. Subscriber acknowledges that nothing in this Agreement shall give it any right title or interest in the Software or Proprietary Content, other than the subscription right granted herein. Subscriber shall not assign, transfer, or sublicense this Agreement (or any right granted herein) in any manner without the prior written consent of Twotrees Technologies.

Limited Warranties

1. TWOTREES TECHNOLOGIES WARRANTS TO SUBSCRIBER THAT DURING THE TERM OF THIS AGREEMENT, THE SOFTWARE WILL CONFORM TO ITS DOCUMENTATION AND SPECIFICATIONS WHEN USED IN CONFORMANCE WITH SUCH DOCUMENTATION, AND THE HARDWARE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE.
2. IF THE SUBSCRIBER SHOULD DISCOVER A WARRANTY CLAIM HEREUNDER, TWOTREES TECHNOLOGIES WILL CORRECT THE PROBLEM WITHIN A REASONABLE TIME OF RECEIVEING WRITTEN NOTICE OF THE CLAIM FROM SUBSCRIBER.
3. EXCEPT AS PROVIDED ABOVE, SERVICE IS "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR MAY PARTICULAR PURPOSE.
4. SUBSCRIBER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SHELTERBELT SYSTEM.

Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TWOTREES TECHNOLOGIES OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR SUBSCRIPTION OF THE SHELTERBELT SERVICE BE LIABLE TO SUBSCRIBE OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF LOSS (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNTARY LOSS) BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE SHELTERBELT SYSTEM, WHETHER OR NOT THE POSSIBILITY OR CAUSE OF SUCH

DAMAGES WAS KNOWN TO TWOTREES TECHNOLOGIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Notices

1. All notices must be delivered to the designated contract person. For purposes of this agreement, the contact person is the Contract Administrator whose name, signature and title are located at the end of this contract in the mutual signature block. Notices will be delivered to the contract person at the Subscriber's business address as indicated at the end of this contract in the mutual signature block.

2. All notices in connection with this Agreement shall be in writing and shall be deemed given if delivered by personal delivery, by certified or registered mail with return receipt required, by recognized overnight delivery services, or by a comparable delivery system to Subscriber or Licensor at their addresses set forth below.
3. Facsimile notice may be used so long as receipt is confirmed within one business day by telephone and a means of obtaining an immediate written confirmation of the receipt is available. Evidence of facsimile notice is required in the event of a dispute.

Subscriber's Indemnification of Twotrees Technologies
Subscriber will indemnify and defend Twotrees Technologies and its directors, officers, employees and agents, at Subscriber's expense, against any and all losses, liabilities, judgements, awards and costs, including reasonable legal fees. And expenses, arising from or relating to any breach or default of Subscribers' obligations under this agreement or arising from any negligent act or omission or willful misconduct by Subscriber or its employees, agents, invitees, Subscribers, or users.

Confidentiality
Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, trade secrets, Proprietary Content, methods, process, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of the Agreement, without the prior written consent of the other party. This obligation will survive the modification, cancellation or other termination of this Agreement.

Entire Agreement; Amendment
Upon execution of by Twotrees Technologies and Subscriber, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications, understands and agreements. This Agreement shall not be amended except by a written agreement subsequent to the effective date and signed by a corporate officer of Twotrees Technologies and an authorized representative of Subscriber.

Governing Law and General Provisions
This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Force Majeur
The parties will not be in default and liable for breach of this Agreement in the event their business is interrupted because of strikes, labor disturbances, lockout, riot, fire, flood, outside electrical failure, outside telecommunications failure, computer virus, act of God, the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the parties to control and which may prevent or delay them from performing their obligations hereunder.

Miscellaneous
Section Headlines are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. No waiver of any breach on any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative

of the waiving party. Neither this Agreement nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

Twotrees Technologies
7701 East Kellogg Drive
Suite 610
Wichita, KS 67207

By:_____

Print Name:_____

Title:_____

Date:_____

Crystal Lake CCSD 47

By: [signature]

Print Name: DAVID C JENKINS

Title: COO

Date: 4-15-13

Appendix A

Terms and Conditions and Sales Order Form for Twotrees Private Network with Internet Gateway Services

This Appendix Is subject to the General Services Agreement, dated __July 1, 2013, between Twotrees Technologies, LLC. ("Twotrees") an Oklahoma Corporation having its principal offices at 7701 East Kellogg Drive, Suite #610, Wichita, KS 67207 and Crystal Lake CCSD ("Customer", "you", "yours"). Twotrees is to provide a private network with an Internet Gateway as described below.

Term:

This Appendix for Private Network with Internet Gateway Service is effective from the above date and shall remain in full force and effect for a period: 12 months. Customer will give Twotrees thirty (30) days' prior written notice for early termination of the Service hereunder

Customer Responsibility

Customer shall allow Twotrees or its contracted personnel, continuous access and right-of-way to Customer's premises to the extent necessary for the purpose of providing maintenance of services, equipment, hardware, software, facilities and systems. Customer shall furnish Twotrees with equipment space and electrical power as may be necessary for the purposes of the Service.

Customer shall be liable for any damages to Twotrees equipment, hardware, software, facilities and systems which may be caused by or result from: 1) acts or omissions of Customer or its personnel: or 2) malfunction or failure of equipment caused by Customer or its agents, employees or suppliers.

Customer shall bear responsibility for identifying and removing any hazardous materials prior to installation work to be preformed by Twotrees or its agents hereunder. Customer shall indemnify, defend and hold harmless Twotrees from any claim, suit, loss, cost or expense, including fines, charges or legal fees incurred in connection with hazardous materials present on Customers premises.

Should Customer relocate or otherwise change the place of Services after the commencement of Services hereunder, Customer shall pay any and all additional charges resulting from such relocation or changes at rates stated.

Customer is to ensure that the placement of the router is no further than 600 feet from the Point of Entry (POE) of the line (e.g. ISDN, FR, Etc.) Further, Customer is to ensure that the placement of the router is no further than 100 meters from the hub of a network. If Customer cannot meet these requirements, Customer will be subjected to additional charges by Twotrees and/or it's subcontractor.

Customer will provide Twotrees or its subcontractors reasonable access to Customer's premises for on-site installation. In addition, Customer will provide adequate communications facilities and work space, to enable Twotrees to perform its obligations under this Agreement. Customer shall make premises free from hazardous materials (e.g. asbestos) and dangerous conditions prior to performance of work done by Twotrees or its subcontractors.

Installation

Installation is complete when:

Equipment is configured per manufacturer specifications, or other Customer-specified configuration provided to Twotrees prior to installation.
Equipment is connected to network service, as applicable to the type of units to be installed.
Equipment has been tested with network service.
Equipment operates as per manufacturer specifications

Additional costs:

Additional costs may be associated with the following:

Installation or other work related to inside wire.
LAN configurations and testing of applications.
Additional site visits for Customer missed appointments, site not ready, or additional testing or configuration requested by Customer. Additional site visits will be billed on a time and material charge at the then current rate with a minimum of two hours per site visit.
Administration of installed units, or configuration changes requested after installation had been completed.

Twotrees' obligations:

To work with the customer via telephone to resolve issues related to access to workstation access to Twotrees and the Internet Gateway.
To provide Network Operations support from regular school hours.
To provide non-registered IP addresses assigned to the customer from the Twotrees Private Network.
To provide filtered and monitored Internet Access via Twotrees Secured Network Gateway
To provide unlimited Internet e-mail accounts as requested

Use of Marks

Nothing in this agreement shall grant Customer any right, title, or interest in or to the use of the name, any trademark or service mark now or hereafter owned by Twotrees or of any its affiliates, subsidiaries or parent corporation. Any unauthorized use of Twotrees marks is strictly prohibited. Customer shall submit to Twotrees, for review and approval prior to use in any way, all advertising material and contract collateral which refers in any way to Twotrees Service or to the relationship between the parties in this Agreement.

Term and Prices:

The term of this agreement is 12 months with automatic renewal, as a total cost as follows:

Shelterbelt Internet Management System II for Unlimited Devices

Term: 12 months

TOTAL
$4K
CAP EQUIP.

Install Fee $2,000.00

SIMS II Filtering Services Include:
-Twotrees continued monitoring and support
-Client can make changes to their own filtering rules
-Application layer filtering-example block just posting in facebook vs all of facebook
-Browser login to authenticate IPads and other non domain devices
-Provides additional transparency and accountability
-QoS and prioritization by application, such as state testing application
-Twotrees managed conversion
-Includes Shelterbelt Reporting Tool

$2,028.00 per month/$24,336.00 per year

Additional passive failover appliance $2,000.00

Twotrees Technologies

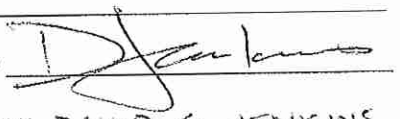
By: _____

Name: _____

Title: _____

Date: _____

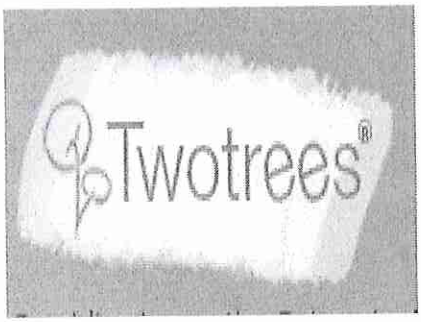
Customer:

By: 

Name: DAVID C JENKINS

Title: COO

Date: 4-15-13



Twotrees Technologies, LLC
200 North Emporia
Suite #3
Wichita, Kansas 67202
United States
http://www.twotrees.com
(P) 800-364-5700
(F) 316-636-2166

Quotation (Open)

Date
Oct 16, 2017 01:50 PM
CDT

Modified Date
Oct 16, 2017 04:42 PM
CDT

Doc #
14914 - rev 1 of 1

Description
Quote for Crystal Lake Option 2

SalesRep
Morton, Jenni
(P) 918-270-7122
(F) 918-270-7171

Customer Contact
Chanthasene, Tommy
(P) 815.788.5000
tchanthasene@d47.org

Customer
D47 Crystal Lake (DC1870)
Chanthasene, Tommy
300 Commerce
Crystal Lake, , IL 60014
United States

Bill To
D47 Crystal Lake
Chanthasene, Tommy
300 Commerce
Crystal Lake, , IL 60014
United States
tchanthasene@d47.org

Ship To
D47 Crystal Lake
Chanthasene, Tommy
300 Commerce
Crystal Lake, , IL 60014
United States
tchanthasene@d47.org

Customer PO:	**Terms:** Undefined	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Sophos SG 550 650 FleXi Port Mod FD 2 port 10GbE SFP+ FleXi Port module (for SG/XG 550/650 rev.1 only)	SGFZTCHF2	Yes	2	$1,585.00	$3,170.00
2	Cisco FirePOWER 2130 ASA Security appliance - 1U - rack-mountable - with NetMod Bay	FPR2130-ASA-K9	Yes	1	$14,592.00	$14,592.00
3	Cisco Power supply - hot-plug (plug-in module) - AC 100-240 V - 400 Watt - for FirePOWER 2110 NGFW, 2120 NGFW, 2130 NGFW, 2140 NGFW	FPR2K-PWR-AC-400	Yes	1	$1,215.00	$1,215.00
4	Cisco SFP+ Copper Twinax Cable Direct attach cable - SFP+ to SFP+ - 16.4 ft - twinaxial - for Catalyst 2960, 2960-24, 2960-48, 2960G-24, 2960G-48, 2960S-24, 2960S-48; UCS 6140	SFP-H10GB-CU5M	Yes	2	$72.00	$144.00
5	Cisco SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm	SFP-10G-LR-S=	Yes	1	$750.00	$750.00
6	Cisco SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 984 ft - 850 nm - for Catalyst Switch Module 3012, Switch Module 3110G, Switch Module 3110X; Nexus 5010	SFP-10G-SR	Yes	1	$380.00	$380.00
7	C2G 30m LC-LC 9/125 OS1 Duplex Single-Mode Fiber Optic Cable Plenum CMP-Rated - Yellow - Patch cable - LC single-mode (M) to LC single-mode (M) - 98 ft - fiber optic - 9 / 125 micron - OS1 - plenum - yellow	34558	Yes	1	$85.00	$85.00
8	LC-LC Duplex MM 10GIG 50UM - 30M	EO-LCLC10GD-30M	Yes	1	$75.00	$75.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material

Subtotal:	$20,411.00
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	$20,411.00

unless specifically listed above. All prices are
subject to change without notice. Supply subject to availability.

CRYSTAL LAKE

Jenkins, David <dcjenkins@d47.org>

FUTURE ORDER

1 message

Chanthasene, Tommy <tchanthasene@d47.org> Mon, Jan 6, 2020 at 8:10 AM
To: David Jenkins <DCJenkins@d47.org>

Twotree's Appliance Upgrade.

Tommy Chanthasene
Network Manager

CORE Center
300 Commerce Dr.
Crystal Lake, IL 60014
815.788.5000
www.d47.org
Follow D47 on Twitter and Facebook

"Empowering All Students - Learners Today, Leaders Tomorrow"

---------- Forwarded message ---------
From: **Susie Smith** <ssmith@twotrees.com>
Date: Mon, Dec 30, 2019 at 2:24 PM
Subject: Sophos XG Upgrade
To: Chanthasene, Tommy <TChanthasene@d47.org> (TChanthasene@d47.org) <TChanthasene@d47.org>

Tommy,
Attached is the quote to upgrade to the XG Appliance and replace your hardware. We have extended your current licensing for 6 months so that this process would take place after school is out for the summer.

It is a 3 year agreement but the redundant appliance is no charge.

Thank you,

[cid:image001.png@01D5BF1C.CDDB52B0]
Susie Smith
General Manager
Twotrees Technologies, L.L.C.
200 North Emporia, Suite 300
Wichita, KS 67202
316-634-4302

The information contained in this e-mail message or any attachment may be confidential and/or privileged, and is intended only for the use of the named recipient. If you are not the named recipient of this message, you are

hereby notified that any dissemination, distribution, or copying of this message or any attachment thereto, is strictly prohibited. If you have received this message in error, please contact the sender and delete all copies.

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3 attachments



image001.png
6K

noname
163K

XG 550 Upgrade Quote 123019.doc
134K

Twotrees®
200 North Emporia-Suite 300, Wichita, KS 67202
800.364.5700 www.twotrees.com

Crystal Lake CSD 47
Attn: Tommy Chanthasene
300 Commerce Drive
Crystal Lake, IL 60014

Dear Tommy,

Thank you for your inquiry into upgrading your SG 550 to XG 550 with new hardware. Twotrees and Sophos is offering the below quotation for a 3 year agreement. If a one year agreement is desired, pricing will change.

The XG appliance quoted below can be funded under Category 2 E-Rate funding.

FIREWALL HARDWARE:

Quantity 1 Sophos XG 550 Appliance	$7,500.00
Redundant XG550 Appliance	No Charge

Filtering Fee (Not E-Rate Applicable)

- Twotrees continued monitoring and support
- Client can also make changes to their own filtering rules
- Application layer filtering
- Internet challenge authentication for Guest Networks (like hotel login)
- Bandwidth management per application
- All hardware has 24x7x365 phone support.

Monthly Fee Remains $1,700.00

Twotrees Technologies' SPIN number is 143004463. If you have any questions give me a call at 1-800-364-5700.

Sincerely,

Susie D. Smith
K-12 Product Specialist

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR ACCOUNTS PAYABLE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KNPN831	4/11/2019	GG COTERM	1727278	$49,937.80

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GoGuardian Admin Teacher Bundle - subscription license (2 years) - 1 licens Mfg. Part#: GG-BAT2Y-001500 UNSPSC: 43233205 coterm to 07/2021 Electronic distribution - NO MEDIA Contract: MARKET	3120	4159201	$15.29	$47,704.80
GoGuardian Admin Teacher Bundle - subscription license (3 years) - 1 licens Mfg. Part#: GG-BAT3Y-000001 UNSPSC: 43233205 coterm 7/2021 Electronic distribution - NO MEDIA Contract: MARKET	55	4159204	$15.40	$847.00
GoGuardian Admin Teacher Bundle - subscription license (3 years) - 1 licens Mfg. Part#: GG-BAT3Y-000001 UNSPSC: 43233205 coterm 7/2021/ Electronic distribution - NO MEDIA Contract: MARKET	90	4159204	$15.40	$1,386.00

PURCHASER BILLING INFO

Billing Address:
COMMUNITY SCHOOL DISTRICT 47
300 COMMERCE DR
ATT ACCOUNTS PAYABLE
CRYSTAL LAKE, IL 60014-3503
Phone: (815) 459-6070
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
COMMUNITY CONSOLIDATED SCHOOL
DIST # 47
221 LIBERTY RD
RENEE KOMOSA TECH
CRYSTAL LAKE, IL 60014-8035
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$49,937.80
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$49,937.80

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Angela Collins | (877) 853-0583 | angecol@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

GoGuardian

Terms & Agreements

GoGuardian Products Terms of Service and End User License Agreement

Last Updated Date: September 18, 2019

Introduction

Welcome to GoGuardian! Before using our GoGuardian Offerings, please take the time to review these combined Terms of Service and End User License Agreement(EULA) for GoGuardian offerings, together with any applicable GoGuardian Order Form(s), the Product Privacy Policy, and, if applicable GoGuardian GoGuardian's Data Processing Addendum (collectively, the "**Agreement**"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 15 (Definitions).

When does this Agreement apply? This Agreement governs the use of GoGuardian offerings and is a binding contract between School (sometimes referred to as "**School**," **you**," or "**your**") and Liminex, Inc. doing business as GoGuardian ("**GoGuardian**, "**we**," "**us**",or "**our**"). This Agreement is distinct from our Website Terms of Service, which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING GOGUARDIAN OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use our GoGuardian Offerings in any way.

IMPORTANT NOTICES:

- Section 13.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of the GoGuardian Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

- GoGuardian may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 14.1. You are responsible for regularly reviewing your GoGuardian Account and our Website for any changes to the Agreement.

i. *We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.*

1. GETTING ACCESS AND GETTING STARTED WITH GOGUARDIAN OFFERINGS

i. *This Section explains establishing and maintaining a GoGuardian Account, including orders for GoGuardian Offerings. This Section also reminds you of the importance of being mindful about the information and settings in your GoGuardian Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.*

GoGuardian makes our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, GoGuardian may offer limited free, trial or beta GoGuardian Offerings at no additional charge.

1.1 Ordering

You may purchase Subscriptions to our Offerings either directly from GoGuardian or indirectly through one of GoGuardian's Authorized Resellers. If you purchase a Subscription to a GoGuardian Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any GoGuardian Offering that you acquire from an Authorized Reseller, as well your relationship with GoGuardian as to any products or services you purchase through an Authorized Reseller, and that GoGuardian has the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any GoGuardian Offerings in excess of those provided by GoGuardian in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact GoGuardian so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 GoGuardian Accounts and School Account Information

Before accessing certain GoGuardian Offerings, you may be required to create a GoGuardian Account. When setting up your GoGuardian Account, you may link your GoGuardian Offering with your Google and/or Microsoft Active Directory account for ease of sign on and to pull in a directory of Managed Accounts or Devices. In linking to your Google and/or Microsoft account, you are granting GoGuardian access to certain account information from your Google and/or Microsoft account, as permitted under the applicable terms and conditions that govern your use of that Google or Microsoft Active Directory account.

1.2.1 Authorized Users

Within the GoGuardian Account, you will have the ability to enable separate accounts for Authorized Users. You are responsible for issuing and maintaining such accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2 School Information

In creating a GoGuardian Account, you agree to (a) provide true, accurate, current and complete information necessary to create a GoGuardian Account and deploy the purchased GoGuardian Offerings on Managed Devices or Accounts, including accurate, up-to-date and complete School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information; and (b) promptly update any such information to maintain its accuracy and completeness. Because proper implementation and operation of the GoGuardian Offerings is dependent on the accuracy, completeness and timeliness of the Personal Student Information, Parent/GoGuardian Information and Association Information, it is of the utmost importance that your School take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring Authorized Users to protect, usernames and passwords associated with GoGuardian Account, and notifying GoGuardian immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your GoGuardian Account (including any individual Authorized User account) has been compromised.

1.2.3 Account Settings

You are responsible for selecting and updating the settings in the GoGuardian Offerings as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in a GoGuardian Offering or GoGuardian Account, such as permissions and settings associated with Managed Devices or Accounts, please visit GoGuardian's Help Center and/or contact support@goguardian.com.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons, and any renewals of GoGuardian Offerings shall be set forth in the applicable Order Form ("**Fees**"). Fees for purchases made directly from GoGuardian shall be paid within thirty (30) days of the date of GoGuardian's issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and GoGuardian.

Upon notice to you, GoGuardian may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. GoGuardian may increase any Fees that are not specified in an Order Form between you and GoGuardian at any time, with or without notice to you. GoGuardian may allow you to continue using a free, trial or beta GoGuardian Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

2. GOGUARDIAN OFFERINGS

i. *This Section explains more about the GoGuardian Offerings to which you have subscribed, including updates and linkage with other third party integration software that GoGuardian makes available to you. GoGuardian Offerings may experience downtime or suspend access in certain situations.*

2.1 Access and Updates to GoGuardian Offerings.

GoGuardian will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, GoGuardian may also make updates to its Offerings to you, including to improve its GoGuardian Offerings. You agree that GoGuardian may automatically install updates, upgrades, and additional features to the GoGuardian Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation GoGuardian may have to support previous version(s) of a GoGuardian Offering may end when an update, upgrade, and/or additional feature is made available for the GoGuardian Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to a GoGuardian Offering, we will notify you within the GoGuardian Offering interface or by sending you an email.

2.2 Downtime and Suspension of GoGuardian Offerings.

You acknowledge that you may experience downtime (a) as a result of GoGuardian conducting maintenance; or (b) in connection with a force majeure event (as described in Section 14.5). In addition, you acknowledge that GoGuardian, may at its discretion, suspend your access to the GoGuardian Offerings for your breach of this Agreement, if GoGuardian has reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if GoGuardian deems it reasonably necessary to avoid or mitigate harm to GoGuardian, you, any other of GoGuardian's customers or a third party if the offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with GoGuardian Offerings.

GoGuardian may allow you to access certain third party software or offerings through your GoGuardian Account via an application programming interface ("**API**") or other technical connection (such software or offering, an "**Integration Offering**"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms you are required to agree with the provider of such Integration Offering. Integration Offerings are not "GoGuardian Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to GoGuardian Offerings hereunder. The availability of any Integration Offering through GoGuardian Offerings does not imply GoGuardian's endorsement of or affiliation with the provider of such Integration Offering. GoGuardian does not control Integration Offerings and will have no liability to you in connection with any Integration Offering. GoGuardian has no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting GoGuardian to disclose School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and School Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. YOUR USE OF GOGUARDIAN OFFERINGS AND YOUR RESPONSIBILITIES

i. *This Section explains that GoGuardian licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.*

3.1 License Grant to You; Restrictions

GoGuardian hereby grants to School a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific GoGuardian Offering(s) set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any GoGuardian Offering or User Documentation, or otherwise provide access to any portion of any GoGuardian Offering or User Documentation to any third party (other than Authorized Users as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of the GoGuardian Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using GoGuardian's name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any GoGuardian Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any GoGuardian Offering or User Documentation; (f) access any GoGuardian Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any GoGuardian Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without GoGuardian's prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any GoGuardian Offering or User Documentation. Any future release, update or other addition to any GoGuardian Offering shall be subject to this Agreement. GoGuardian and its suppliers reserve all rights not granted in this Agreement. Any unauthorized use of a GoGuardian Offering terminates School's right to use all GoGuardian Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Guardian/Parent Information, and School Log and Cookie Information and School's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of GoGuardian Offerings, and notify GoGuardian promptly of any such unauthorized access or use, (d) use the GoGuardian Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School uses a GoGuardian Offering. Any use of a GoGuardian Offering in breach of the foregoing by School or any Authorized User that in GoGuardian's judgment threatens the security, integrity or availability of a GoGuardian Offering may result in immediate suspension of access to any or all GoGuardian Offerings.

3.3 General Acceptable Use Policy

We need your help to ensure that the GoGuardian Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use the GoGuardian Offerings:

- On any computers and/or accounts on which you do not have permission to operate and on which the GoGuardian Offerings cannot be legally and rightfully operated.
- To do anything, including posting information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.

- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any GoGuardian Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. SPECIAL TERMS FOR FREE, TRIAL AND BETA OFFERINGS

i. *This Section explains that we may make free, trial, or beta offerings available for you to test and provide GoGuardian with Feedback about whether a GoGuardian Offering meets your needs. Because these offerings are different from paid Subscriptions, there are special terms for them.*

4.1 Free or Trial Subscriptions

If GoGuardian makes a GoGuardian Offering available to you on a free or trial basis, it is so you can use the GoGuardian Offering before purchasing a Subscription to determine if the offering meets your needs. Trial subscriptions to a GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the GoGuardian Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provides the GoGuardian Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the GoGuardian Offering during the trial period.

4.2 Beta Offerings

GoGuardian sometimes makes new GoGuardian Offerings or features within existing GoGuardian Offerings available on a beta basis ("beta GoGuardian Offerings"). Beta GoGuardian Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of a GoGuardian Offering are beta GoGuardian Offerings subject to this Section. Unless otherwise agreed in writing by School and GoGuardian, any GoGuardian Offering or feature provided as a beta GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the beta GoGuardian Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances).; (b) provides the beta GoGuardian Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta GoGuardian Offering or feature during the beta period. Additionally, as consideration for access to and use of any beta GoGuardian Offering, you agree to

(1) treat the beta GoGuardian Offering as GoGuardian's Confidential Information; and (2) provide regular Feedback about the beta GoGuardian Offering, if requested.

5. TERM, TERMINATION

i. *This Section explains the duration of this Agreement as well as your and GoGuardian's obligations after this Agreement ends.*

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of GoGuardian's uncured material breach or GoGuardian terminates without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by GoGuardian of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the GoGuardian Offerings or User Documentation, and immediately will cease accessing and/or using the GoGuardian Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any GoGuardian Offerings and User Documentation, and returning or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, and 15.

6. INTELLECTUAL PROPERTY

i. *This Section explains that we ask that you please protect our and others' intellectual property.*

6.1 Ownership

GoGuardian or its Affiliates (or their licensors) own all right, title and interest in and to the GoGuardian Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the GoGuardian Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, GoGuardian and its Affiliates reserve all rights, title and interest in and to the GoGuardian Offerings and the GoGuardian Information, including, without limitation, all related intellectual property rights. GoGuardian's and its Affiliates' service marks, logos and product and service names (the "**GoGuardian Marks**") are owned by GoGuardian or its Affiliates. You agree not to display or use any GoGuardian Marks in any manner without GoGuardian's prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about GoGuardian or GoGuardian Offerings, such as suggestions made by School or any Authorized Users for corrections, updates, alterations, changes, or modifications to the GoGuardian Offerings ("**Feedback**") will be the property of GoGuardian and you hereby assign any rights in such Feedback to GoGuardian, without payment to you.

6.3 Protection of GoGuardian's Rights

You agree to protect the intellectual property and proprietary rights of GoGuardian and any provider of an Integration Offering you access in connection with a GoGuardian Account, and notify us of any unauthorized access or use of the GoGuardian Offerings or Integration Offerings of which you become aware.

7. CONFIDENTIALITY

i. *This Section explains that you and GoGuardian both want to respect each other's Confidential Information.*

As a reminder, GoGuardian's Product Privacy Policy explains GoGuardian's commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under GoGuardian's Product Privacy Policy or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. **Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.**

8. PRIVACY AND DATA

i. *This Section explains that you and GoGuardian each have responsibilities to help protect the privacy of data in the GoGuardian Offerings. GoGuardian's Product Privacy Policy explains, in more detail, how GoGuardian protects information.*

8.1 GoGuardian Privacy Responsibilities

Our Product Privacy Policy, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the GoGuardian Offerings, including any trial or beta GoGuardian Offerings. GoGuardian relies on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using GoGuardian Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form provided to School. For transparency and informational purposes, GoGuardian also distributes this COPPA Notice and Disclosure Form to Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("**EU**"), European Economic Area ("**EEA**"), or Switzerland, GoGuardian's Data Processing Addendum also applies to your use of the GoGuardian Offerings. School hereby authorizes GoGuardian to use School Information in accordance with this Agreement, the Product Privacy Policy and, to the extent applicable, the Data Processing Addendum.

8.2 School Privacy Responsibilities

You represent and warrant to GoGuardian that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information through and in connection with the GoGuardian Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any GoGuardian Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's GoGuardian Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate School staff about your use of GoGuardian Offerings. More specifically, we recommend that you provide such persons with a copy of GoGuardian's Product Privacy Policy, GoGuardian's COPPA Notice and Disclosure Form, and GoGuardian's form Parental Letter, and any other parental information made available by GoGuardian.

8.3 Educational Records; FERPA

To the extent we collect, through the provision or maintenance of GoGuardian Offerings, any information that constitutes an Education Record, the parties agree that GoGuardian is acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that GoGuardian may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity

Information and/or School Log and Cookie Information for the purpose of providing the GoGuardian Offerings and related functions. GoGuardian's Product Privacy Policy explains how GoGuardian cooperates with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to GoGuardian as set out in this Agreement and the Product Privacy Policy.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that GoGuardian has no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that GoGuardian may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement or the GoGuardian Product Privacy Policy; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of GoGuardian, its users, and/or the public.

9. ALERTS AND NOTIFICATIONS

i. *This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features. It is important for you to understand these features and review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.*

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. GoGuardian does not review alerts generated through any of the GoGuardian Offerings or take any action based on these alerts.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for

example, the relationship of an Authorized Personnel User or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.1.2, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon, your School represents and warrants that your School: (1) has an up-to-date and easily available suicide prevention policy; (2) has a suicide prevention program; and (3) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon.

10. WARRANTIES, DISCLAIMER, AND RELEASE

i. *This Section explains that GoGuardian strives to provide your School with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.*

GoGuardian provides the GoGuardian Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the GoGuardian Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH GOGUARDIAN OFFERING IS PROVIDED ON AN "**AS-IS**" AND "**AS AVAILABLE**" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE GOGUARDIAN PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE GOGUARDIAN PARTIES MAKE NO WARRANTY THAT ANY GOGUARDIAN OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, GUARDIAN/PARENT INFORMATION AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL OF COMMUNICATIONS AND INTERACTIONS BASED ON THE GOGUARDIAN OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. GOGUARDIAN IS NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT GOGUARDIAN AND THE OTHER GOGUARDIAN PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE GOGUARDIAN OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE GOGUARDIAN PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY

GOGUARDIAN OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL.

11. INDEMNIFICATION

School agrees, **to the extent permitted by its state's laws**, to indemnify, defend and hold GoGuardian and the other GoGuardian Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parental/Guardian Information, Personal Student Information, and School's selection of settings in the GoGuardian Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding Alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; and (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 11, and in any event, School agrees to cooperate with us in asserting any and available defenses.

12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

12.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOGUARDIAN OR ANY OTHER GOGUARDIAN PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY GOGUARDIAN OFFERING, EVEN IF GOGUARDIAN OR THE OTHER GOGUARDIAN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, GOGUARDIAN OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY GOGUARDIAN OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

12.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF GOGUARDIAN AND ANY OTHER GOGUARDIAN PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO

USE A GOGUARDIAN OFFERING (WHETHER ORDERED DIRECTLY FROM GOGUARDIAN OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES PAID BY SCHOOL (WHETHER TO GOGUARDIAN OR AN AUTHORIZED RESELLER) FOR THE GOGUARDIAN OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT GOGUARDIAN'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

12.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GOGUARDIAN AND YOU.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

13.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any GoGuardian Offering, any person's access to and/or use of a GoGuardian Offering, and/or the provision of content, features, and/or technology on or through a GoGuardian Offering (collectively, "**Claims**"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to GoGuardian by email to terms@goguardian.com AND by U.S. Mail to GoGuardian, 2030 E Maple Ave, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or GoGuardian may resort to the other alternatives described in this Section 13.2.1. Notwithstanding the

foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of a GoGuardian Offering.

13.2.1 Binding Arbitration

Arbitration Rules and Forum Except as otherwise specifically set forth below, any Claims between you and GoGuardian, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School is a United States public and accredited educational institution and School's consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "**JAMS Rules**"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and GoGuardian. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any GoGuardian Offering shall not be subject to arbitration under this Section 13.2.1. In addition, you or GoGuardian may choose to pursue a Claim in small claims court where jurisdiction and venue over you and GoGuardian otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Authority of Arbitrator In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent you or GoGuardian from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

13.2.2 Class Action Waiver

YOU AND GOGUARDIAN HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and GoGuardian are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14. MISCELLANEOUS

14.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your GoGuardian account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your GoGuardian Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the GoGuardian Offerings is permitted. If you do not agree to any change(s), you agree to stop using the GoGuardian Offerings, and emailing us at accountcancellation@goguardian.com. Otherwise, your continued use of the GoGuardian Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

14.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), constitutes the entire agreement between you and GoGuardian with respect to the subject matter hereof and supersedes all prior agreements between you and GoGuardian and any other contractual obligations GoGuardian or you may have to the other, whether written or oral, relating to the same subject matter. GoGuardian rejects additional or conflicting terms of School's form-purchasing document. The headings of this Agreement are for readability only and do not constitute terms.

14.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

14.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

14.5 Force Majeure

The failure of GoGuardian to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of the control of GoGuardian (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

14.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

14.7 Electronic Communications

The communications between you and GoGuardian may take place via electronic means, whether you use a GoGuardian Offering or send GoGuardian e-mails, or whether GoGuardian posts notices on or through any GoGuardian Offering or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from GoGuardian in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GoGuardian provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

14.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without GoGuardian's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9 Notice

Where GoGuardian requires that you or any Authorized User provide an e-mail address, you are responsible for ensuring that GoGuardian is provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to GoGuardian is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, GoGuardian's dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to GoGuardian at the following address: 2030 E Maple Ave, El Segundo, CA 90245. Such notice shall be deemed given when received by GoGuardian by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.11 Export Control

You may not use, export, import, or transfer any GoGuardian Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the GoGuardian Offering, and any other Applicable Laws. By using any GoGuardian Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any GoGuardian Offering, or deploy any GoGuardian Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

15. DEFINITIONS

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

15.1 Add-on means any additional license to a GoGuardian Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

15.2 Activity Information means information about online account and activity collected by a GoGuardian Account in connection with Managed Devices or Accounts, including chats (within GoGuardian Teacher), a student's browsing history, IP address automatically collected by GoGuardian, online content, snapshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming.

15.3 Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

15.4 Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the GoGuardian Offerings, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and the Applicable Mental Health Laws.

15.5 Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon, including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

15.6 Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about

associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

15.7 Authorized Reseller means an entity authorized by GoGuardian to sell Subscriptions to one or more GoGuardian Offerings under the terms of this Agreement and with which School has contracted directly to purchase the GoGuardian Offerings.

15.8 Authorized User means an individual who is authorized by School to use a GoGuardian Offering, for whom School has purchased or provisioned a subscription, and to whom School (or, when applicable, GoGuardian at School's request) has supplied access credentials (for GoGuardian Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

15.9 Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

15.10 Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using GoGuardian Teacher, GoGuardian-generated unique account identifiers, and other relevant unique identifiers.

15.11 Confidential Information means (a) any software utilized by GoGuardian in the provision of the GoGuardian Offerings and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or is received from a third party without breach of any obligation owed to the other party.

15.12 Deidentified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

15.13 Education Records means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

15.14 GoGuardian Account means an account created by or on behalf of School that is associated with one or more GoGuardian Offerings for which School has a Subscription, which is then used by School to manage access and use of the GoGuardian Offering by School and its Authorized Users.

15.15 GoGuardian Information means (a) all Deidentified Information; and (b) any information collected by GoGuardian independently and without access to, reference to or use of any School Account Information or

Activity Data, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

15.16 GoGuardian Offering(s) or our Offerings mean GoGuardian's suite of products and services including Professional Services, other than GoGuardian's Website.

15.17 GoGuardian Parties means GoGuardian, its Affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents and representatives.

15.18 Licensed Capacity means the number of licenses to a GoGuardian Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering, the number of accounts, authorized devices, installations, seats).

15.19 Managed Device or Account means any device and/or account of a student or user for which School deploys a GoGuardian Offering for such purpose in accordance with the terms of this Agreement.

15.20 Order Form means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the GoGuardian Offering(s) to be provided and which is either executed or submitted by School, and then accepted by GoGuardian or one of its Authorized Resellers. Each Order Form identifies the purchased GoGuardian Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form indicates that any School Affiliates will be receiving access to the GoGuardian Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

15.21 Parent/Guardian Information means any data or information provided, submitted, or made available in a GoGuardian Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

15.22 Personal Student Information means information provided, submitted, or made available in a GoGuardian Offering about a student user of a Managed Device or Account (including, the student's School managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a K-12 School, including Educational Records defined herein.

15.23 Professional Services means any of GoGuardian's supplemental technical, training, support, consulting or implementation services that GoGuardian provides to School as set forth in an Order Form. Any purchased Professional Services shall be deemed GoGuardian Offerings hereunder.

15.24 School means the school, school district, corporation, organization or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement and, and any Affiliates of that school, school district, corporation, organization or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

15.25 School Account Information means School Profile Information, Authorized School Personnel Information, and Association Information.

15.26 School Affiliate means any Affiliate of School that has been designated in an Order Form as authorized to access the GoGuardian Offerings under this Agreement.

15.27 School Log and Cookie Information means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the GoGuardian Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of GoGuardian

15.28 School Profile Information means the name, email address, and phone number of the individual ordering the GoGuardian Offering on School's behalf, as well as the School's name, address, billing address, number of devices, number of students, and network configuration, and to the extent a GoGuardian Account is created for School, the GoGuardian password.

15.29 Subscription means a time-limited right granted to School to access and use one or more licenses to a GoGuardian Offering under the terms of this Agreement.

15.30 Subscription Term means the period of time for which School subscribes (whether through a standard license or as part of a trial or beta license) to a particular GoGuardian Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

15.31 User Documentation means GoGuardian's online user guides, documentation, and help and training materials, as may be updated by GoGuardian from time to time, accessible at https://help.goguardian.com/hc/en-us or such other URL as indicated by GoGuardian from time to time, and any other materials provided by GoGuardian as part of the GoGuardian Offerings.

GoGuardian

GoGuardian provides device management solutions that keep students safer online and make teaching easier.

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Responsible Security Reporting Program

Solutions

GoGuardian on Windows

Company

Careers

Parent App

Classroom Management

Filtering & Monitoring

DNS Network Filtering

Asset Tracking

Engagement Analytics

Suicide Prevention

Leadership

Newsroom

Brand Guidelines

Trust & Privacy

Reseller Information

Partner Portal

Contact Us

Sitemap

Product Support

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