



LIBERTY

COMMON SCHOOL

Common Knowledge, Common Virtues, Common Sense



Liberty Common School

1725 Sharp Point Dr. Fort Collins, CO 80525

Liberty Common High School

2745 Minnesota Dr. Fort Collins, CO 80525

EXHIBIT A

CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM

This Confidentiality Addendum (“Addendum”) is hereby incorporated into any Agreement between Liberty Common School (LCS) and NWEA (Contractor). Attached after the Addendum is the referenced Agreement. This Addendum is part of the Contract between LCS and the Contractor.

RECITALS

- A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).
- B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 2216-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.
- 2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with governing law and current industry standards, so that the

Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.

3. "Incident" means an accidental or deliberate activity that results in or constitutes the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.
4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.
6. "Student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.
8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the

student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

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

B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Upon the commercially reasonable request of LCS, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Addendum by LCS or by a LCS approved delegate.
5. Contractor shall send LCS a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies regarding Student PII. LCS will have the opportunity to object and ask questions before any new privacy policies regarding Student PII are implemented.

C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS within seventy-two (72) hours, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Upon request by LCS made before or within a commercially reasonable time after termination of the Contract, Contractor shall make available to LCS a complete and secure (i.e. encrypted and appropriately authenticated) download file of all Student PII, including, but not limited to, all PII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination of this Contract, Contractor shall, within a commercially reasonable time, Destroy all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is Destroyed.
4. LCS retains the right to use the Contractor's established operational services to access Student PII stored on Contractor's infrastructure at its sole discretion.

E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond the purposes set forth as follows:
 - a. To only carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within a commercially reasonable time after the date of the request unless:
 - a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
 - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publicly release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data

publicly. For data that is de-identified or aggregate, the following requirements apply:

- a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
- b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
- c. Contractor shall de-identify data to remove cumulative re-identification risks.
- d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information would allow for identification of a particular student.
- e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.
- f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publicly released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within a commercially reasonable time and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to LCS within a commercially reasonable time of notifying LCS of an Incident. LCS reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, LCS, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse LCS for the reasonable costs thereof.
4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall indemnify, save, and hold harmless LCS, its employees, and agents against any and all claims, actual damages, liability, and court awards including actual

costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum.

5. In the event of an Incident, Contractor shall provide LCS or its designated representatives with commercially reasonable access, for the purpose of evaluating, mitigating, or resolving the Incident.

G. Disallowed Activities

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

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
 - a. To ensure legal or regulatory compliance or to take precautions against liability.
 - b. To respond or to participate in the judicial process.
 - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.
 - d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify LCS within two (2) calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H - Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and shall hold LCS harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to LCS, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide LCS or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining LCS systems, and evaluating physical and logical security control effectiveness.
4. Contractor shall perform, in a form reasonably acceptable to LCS, current background checks on all of its respective employees and agents performing services or having access to PII provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days prior to the date such employee or agent begins performance or obtains access to PII shall be deemed to be current.
5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
7. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.

11. Contractor will encrypt PII in transit and PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract at commercially reasonable intervals.
13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
15. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.
16. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. If applicable, Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to LCS inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from LCS.
2. Contractor acknowledges that LCS will post this Contract to LCS's website.
3. Contractor shall provide commercially reasonable transparency to parents, school districts and the public about its collection and use of PII, including posting the following information on its public website:
 - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
 - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.

- c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
 - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.
 - e. Contractor shall update this information on its website as necessary to maintain accuracy.
4. Contractor shall, upon request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.
4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

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

1. Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.

5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

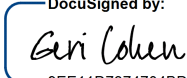
THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

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

CONTRACTOR

By: Geri Cohen
Name of Authorized Individual

Title: CFO
Official title of Authorized Individual

DocuSigned by:

*Signature Date: 8/27/2019

LCS

By: William Kranz
Name of Authorized Individual

Title: Director of IT
Official title of Authorized Individual



*Signature
Date: 6/20/2019

Exhibit B

MASTER SUBSCRIPTION AGREEMENT

This Agreement is between **NWEA**, an Oregon nonprofit public benefit corporation, and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. Definitions. In this Agreement, capitalized words have the following meanings:

1.1 Agreement: means this master subscription agreement including applicable Schedule(s) and Supplemental Terms.

1.2 Anonymized Data: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.3 Assessment System: means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; (iii) MAP® Reading Fluency; or (iv) Children's Progress Academic Assessment™ (CPAA™), each a product ("Product"). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.

1.4 Content: means test items, including images, text, graphs, charts, and pictures.

1.5 Deidentified Data (Pseudonymized Data): means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.6 Documentation: means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.7 Effective Date: means the earlier of: i) the date Subscriber clicks "accept" via NWEA's Online Account Renewal Process; or ii) the date Subscriber signs a Schedule A.

1.8 FERPA: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.9 GRD: means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.10 Legal Order: means a valid order issued by a court or governmental agency of competent jurisdiction.

1.11 NWEA Confidential Information: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements,

modifications, and improvements.

1.12 Reporting: means Product reports, learning statements, research studies, and scoring.

1.13 Schedule: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal. Schedule(s) may be provided as a separate attachment to the same email from which this Agreement is sent.

1.14 Security Breach: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.15 Services: means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.16 Software: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.17 Student Education Record: means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

1.18 Subscriber: means the school or school district or other subscribing entity described in NWEA's Online Account Renewal Process and confirmation page or an applicable Schedule A and may also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the Services on behalf of the school or school district.

1.19 Supplemental Terms: means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html>.

1.20 Systems Administrator: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. Grant of License. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. Protection from Unauthorized Use or Access. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. Ownership. The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. NWEA Confidential Information. Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. Student Education Records.

6.1 Use of Student Education Records. Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in [NWEA Privacy and Security for Personally Identifiable Information](#). Except as permitted under this Agreement, NWEA shall not (i) use Student Education Records for targeted student advertising; or (ii) resell or otherwise disclose to third parties any Student Education Records without the written consent of Subscriber. Subscriber grants permission to NWEA and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.

6.2 Subscriber's Ownership of Student Education Records. Subscriber owns the Student Education Records.

6.3 Requests for Disclosure of Student Education Records. If NWEA receives a request from a state educational agency for Student Education Records, NWEA shall notify Subscriber via email. Such notification to the Subscriber will provide Subscriber the ability to create and maintain a record of the request or redisclosure with the records of each student and have the record available to parents upon their request, as required by 34 CFR 99.32. Upon NWEA's email notification to Subscriber, NWEA may

promptly respond to such requests for redisclosure. Subscriber hereby consents to such redisclosure by NWEA to its state education agency and its designated vendors for the purpose set forth under this section. Subscriber shall indemnify NWEA in accordance with Section 21 (Indemnification) of this Agreement for any consequences which may result from NWEA's redisclosure of Student Education Records to Subscriber's state educational agency and its designated vendors.

7. FERPA. In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. GRD. Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. Security and Privacy Obligations.

9.1 Subscriber Responsibilities. Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

9.2 NWEA Responsibilities. Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall maintain commercially reasonable privacy and data security controls, including policies, procedures, and training, to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s),

eligible student(s), or any other parties for which notification by NWEA is required under applicable state law.

10. Fees and Taxes. Subscriber shall pay the fees set forth on the applicable Schedule. Unless Subscriber is a tax-exempt entity, Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where the Subscriber is located.

11. Billing; Payment; and Orders. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement.

12. Amendments and Renewals. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

13. Product Training. If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

14. Publicity. Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

15. Termination and Remedies. This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity

to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

16. Support. NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

17. Scheduled Maintenance. NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at NWEA.org (<https://www.nwea.org>). NWEA may perform emergency maintenance at any time without notice.

18. Limited Warranty. NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

19. Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

20. Limitation. THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE

SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

21. Indemnification.

21.1 By Subscriber. Except to the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; or (ii) any use of the Services.

21.2 By NWEA. If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

22. Evaluation License. This Section 22 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide

support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 22 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 22 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

23. Miscellaneous.

23.1 Force Majeure. Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

23.2 Waiver and Severability. Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

23.3 No Third-party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

23.4 Survival. The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 19, 20, 21.1, 23.2, 23.3, 23.4, 23.5, 23.9, 23.10, 23.11, and 23.12.

23.5 Entire Agreement; Order of Precedence. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

23.6 Assignment. Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

23.7 Binding. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

23.8 Merger or Sale of NWEA. If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

23.9 Representation of Signatories. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

23.10 Notices. Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

Address for Notices to NWEA:

NWEA
121 NW Everett Street
Portland, OR 97209
Email: legalservices@nwea.org

Address for Notices to Subscriber shall be sent to the address on file with NWEA.

23.11 Controlling Law and Venue. Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Multnomah County, Oregon.

23.12 Attorney Fees. If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

23.13 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

23.14 Vendor Status and Independent Contractor. NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

23.15 Custom Agreements. If NWEA and Subscriber have a valid and effective written custom agreement in place for the Services, the terms of that custom agreement take precedence over any conflicting terms in this Agreement.

23.16 UK Bribery Act. Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

Last Updated: 10/16/2018

Exhibit C

NWEA Privacy and Security Policy for Student Information

Northwest Evaluation Association (“NWEA”) honors the privacy of student information and recognizes the importance of protecting such sensitive information. NWEA strives to treat personally identifiable student data (“Personal Student Data”) according to applicable local laws that regulate securing the access, maintenance, and transfer of Personal Student Data. This Privacy Policy (“Policy”) describes the types of student information we receive from our subscribers of our products and services and may collect from students taking NWEA's assessments and our practices for collecting, using, maintaining, protecting and disclosing that information.

Personal Student Data Collected from Subscribers

In order to perform the services pursuant to an agreement, our subscribers provide and we collect information which varies with the activity but which typically includes items such as the following:

- Full Name
- Date of Birth
- Student Identification Number Assigned by Subscriber
- Assigned Classroom Teacher
- Classification Data (which may, but does not always, include race, ethnicity, gender, nationality, free/reduced lunch)
- Disability Status for accommodation

Personal Student Data Collected from Students

As a result of students taking NWEA's assessments, we collect the following information associated with each student:

- RIT scores used in system reports for subscribers
- Student Item Responses
- Growth projections

Use and Disclosure of Personal Student Data

As a vendor to subscribing schools and districts, NWEA is subject to its subscribers' privacy and security policies with regards to maintaining and transferring Personal Student Data. We are a research educational not-for-profit with a mission to partner with others to help all kids learn. We use Personal Student Data to perform services under our agreements with our subscribers and to fulfill our mission and do not repurpose Personal Student Data for sale to third parties for their commercial use. For

example, we:

- Use Personal Student Data to create, generate, and deliver reports to our subscribers including custom reports as requested. In addition, we may use Personal Student Data, with subscribers' written permission, for statistical studies and research by us or third parties to benefit our subscribers (e.g., virtual comparison group studies, linking and alignment studies)
- Subject to applicable law and under a separate permission agreement by our subscribers, we may share and transfer Personal Student Data to third parties to evaluate educational or research programs or to conduct research studies.
- Generate aggregate data, which does not identify students in particular but tends to reflect collective information about students (see below for Non-personal Student Data).
- Deal with legal processes such as subpoenas, claims of test security breach.

Non-Personal Student Data Collected

We collect and use some information from NWEA's assessments in aggregate form so that it cannot be manipulated to identify any particular individual user.

- Assessment response times
- Item response times
- Assessment behavior such as completed, paused, suspended and terminated tests

Use and Disclosure of Non-Personal Student Data

As an educational research organization and as part of providing services to its subscribers, we use Non-Personal Student Data to:

- Conduct research and produce aggregate statistical studies and analysis related to our products and services by us or third parties as an added benefit our subscribers (e.g. Norming studies)
- To improve our products and services and our business systems and procedures, from time to time.

Retention of Data

We retain Personal Student Data for the length of time necessary to meet our contractual and legal commitments to our subscribers. Most of the time, these commitments extend past the end date of our agreements since our subscribers may need continued access to Personal Student Data as evidence of educational data for reporting and many subscribers resume their subscriptions at a later date and want their historical Personal Student Data intact for longitudinal growth studies or for legal compliance. However, we honor subscribers' requests to destroy data from our production systems upon written request.

Our customary practice is to retain Non-Personal Student Data indefinitely for the purposes stated above in "Use and Disclosure of Non-Personal Student Data" to further our mission.

Security of Data

We have established technological, internal policies and practices and appropriate safeguards to help prevent unauthorized access to or misuse of Personal Student Data. To protect confidentiality, we employ policies and procedures around segregation of duties and personnel management to ensure Personal Student Data and other sensitive data remains secure. This includes practices around recruiting

and hiring involving security clearance and background checks. All employees complete orientation and training regarding appropriate use of communications and software systems and foundational information security policies. NWEA audits these controls regarding access, confidentiality and integrity yearly via an SSAE 16 audit, done by an outside independent auditing firm. We also endeavor to require our service providers and other contractors to provide similar protection appropriate for the nature of the data handled by the providers.

NWEA uses industry standard methods such as SSL (secure socket layer) or encrypted file transfer techniques to secure and protect Personal Student Data and other confidential information. A multi-layered security approach protects data in storage. Internal access to confidential or sensitive data is limited to those with a need to know and who have executed a confidentiality and nondisclosure agreement. Our test delivery applications provide security and role based access at various levels of entry, analysis, and reporting. Access to the assessment system and the reports website are made available by using passwords that our subscribers define and keep secure. These passwords help us verify the subscriber's identity before granting access or making corrections to any information. As such, subscribers should never disclose their passwords to anyone. Our subscribers are responsible for maintaining the secrecy of their passwords and any information reported to them by us.

More detailed information about our Privacy and Security practices, see the document Web-Based MAP Security Specifications.

Data Breach Notifications

In the event of a security breach of Personal Student Information or other confidential information of our subscribers, we notify affected subscribers as soon as practicable in accordance with applicable laws. We have an Information Security Team that will monitor the recovery and repair of the technical or process vulnerability.

Contact Information

For additional information or concerns, please contact NWEA at Audit-Risk@nwea.org

This Policy was last updated September 24, 2014.