BrightBytes®

Created Date:
Sales Order #:

Sales Order
Organization Name:
Organization Contact:

Bill To:

Prepared By: Chris Swango

This Sales Order (the "Sales Order") is effective as of the Effective Date listed below between [DISTRICT NAME, ADDRESS] ("Customer") and BrightBytes, Inc., a Delaware corporation with offices at 795 Folsom Street, STE 100, San Francisco, CA 94107 ("BrightBytes") and by signing this Sales Order below, Customer represents and agrees that it has read, understood, and agreed to all of the terms set forth in the BrightBytes Terms of Service, made available at http://www.brightbytes.net/terms/ and the BrightBytes Privacy Policy, made available at http://www.brightbytes.net/privacy-policy/, which collectively with this Sales Order form the entire agreement between BrightBytes and Customer (the "Agreement").

The following are the applications and services that will be provided on the Clarity platform.

Your term is for 12 months; the service start date ("Effective Date") will be Septemeber 01, 2021 unless otherwise communicated

Item	Price
EdTech Impact	$0.00
Total:	$0.00

Authorized By (sign)   (Print Name)   (Title)   Date

Please remit signed proposal and purchase order by email to billing@brightbytes.net or by fax (877) 208-5067.

This Sales Order is signed by duly authorized representatives of the parties and the Agreement is effective as of the Effective Date.

BRIGHTBYTES TERMS OF SERVICE – AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

Terms of Service

Welcome to BrightBytes, the online service of BrightBytes, Inc. ("BrightBytes," "we," or "us"). This page explains the terms by which you may use and otherwise interact with our online website, applications and software (collectively, "Applications") provided on or in connection with BrightBytes' proprietary online service, technology, and infrastructure for the distribution of tools and technologies to enable users to access, use, and analyze data, materials, and information relevant to the education market (such service, technology, and infrastructure, the "Clarity Platforms") (collectively the website, Applications and Clarity Platforms shall be referred to as the "Service").

By accessing or using the Service, checking the box indicating your acceptance or by executing a Partnership Agreement or a Sales Order that references these Terms, you signify that you have read, understood, and agree to be bound by these Terms of Service (the "Terms"), and to the collection and use of your information as set forth in the BrightBytes Privacy Policy, whether or not you are a registered user of our Service. These Terms apply to all users and other visitors to the Service ("Users").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Capitalized terms that are not defined in these Terms are as defined in the Sales Order.

1. Relationship to Other Agreements

1.1 License and Service Agreements. Depending on the services or materials you will be providing to, or receiving from, BrightBytes, other terms may apply in addition to this Agreement. If you are a Partner who is or will be providing frameworks for analysis of data and information via the Clarity Platform ("Frameworks"), the terms of your separate written agreement with us (each a "Partnership Agreement") will apply. If you are a customer of BrightBytes ("Customer") who is or will be purchasing access to Frameworks or other Applications via the Clarity Platforms, the terms of your Sales Order, along with any addendum thereto, such as a Data Sharing Addendum (each an "Addendum"),

will apply. Throughout these Terms, "the Agreement" means these Terms and the terms of your Sales Order, Partnership Agreement, and any other agreement entered into between you and BrightBytes, as applicable.

1.2 Order of Precedence. In the event of a conflict between the terms of your Partnership Agreement, Sales Order, or any Addendum, as applicable, the terms of such agreement will take precedence over the terms set forth in these Terms.

2. Use of Our Service

BrightBytes provides a website, software, and services to assist school districts, schools, and other educational partners in accessing, using, and analyzing data with the goal of improving student learning outcomes.

2.1. Eligibility

This is a contract between you and BrightBytes. You must read and agree to these terms before using the BrightBytes Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with BrightBytes, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. By using the Service, or otherwise obtaining services from, or providing services to, BrightBytes, you affirm that you: (1) are at least eighteen (18) years of age or older; and (2) have read, understand, and agree to be bound by all of the terms set forth herein and any other applicable terms.

2.2. BrightBytes Service

Subject to the terms and conditions of the Agreement, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, license to use the Service. BrightBytes may terminate this license at any time for any reason or no reason, subject to applicable terms in the Agreement.

2.3. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the BrightBytes servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that BrightBytes grants the operators of public search engines revocable permission to

use spiders to copy publicly available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xi) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; or (xii) crawling, scraping or otherwise accessing the Service for any competitive or market research purposes.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other BrightBytes Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. BrightBytes shall have no liability for your interactions with other Users, or for any User's action or inaction.

2.4. Account and Passwords

Upon completing the registration process, you will receive a unique account ID and password for each of your Users (the "Account Information"). The Account Information may be used only by your Users and you are responsible for ensuring that each of your Users maintains the confidentiality of the Account Information. You shall be solely responsible for all activities that occur using your Account Information. You shall notify us immediately of any unauthorized use or loss of

any Account Information or any other breach of security with respect to your or your Users' use of the Services. Account Information is subject to cancellation or suspension by us at any time if we reasonably believe that such Account Information is being misused, used by an unauthorized user, or if you have materially breached this Agreement. The reissuance or reactivation of any Account Information shall be in our discretion.

3. Personal Information and Student Data

3.1. Student Data. If you are a school, school district, or related entity or other organization that will be providing BrightBytes access to Student Data (as defined below), you authorize BrightBytes to collect, use, process and share Student Data for the purposes provided under this Agreement. "**Student Data**" is any personal information (in any format) that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us on your behalf. To the extent that U.S. law applies, Student Data may include "educational records" as defined in the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g), and that BrightBytes shall be considered a School Official with a legitimate educational interest.

3.2. Ownership and Control. BrightBytes shall access and process Student Data for the purposes of providing an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). As between BrightBytes and you, you own all right, title, and interest to all Student Data you provide or otherwise make available to us, and BrightBytes does not own, control, or license such Student Data, except so as to provide the Applications and related services described herein. Both parties agree to uphold their responsibilities under laws governing the privacy of Student Data, including in the U.S. the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), and the Children's Online Privacy and Protection Act ("**COPPA**"), as applicable. We rely on each school or other Customer to obtain and provide appropriate consent and disclosures, if necessary, for BrightBytes to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA.

3.3. Confidentiality. BrightBytes agrees to treat Student Data as confidential and not to share it with third parties other than as described in the Agreement and BrightBytes' Student Data Privacy Statement (http://www.brightbytes.net/privacy-policy/)

3.4. BrightBytes' Access. You authorize BrightBytes to access or collect Student Data and shall facilitate a reasonable method for BrightBytes to access the

information stored in your student information systems ("**SIS**"), learning management system ("**LMS**") or other data repository, or receive Student Data or other information via SIS, Secure File Transfer Protocol ("**SFTP**"), or other secure transfer method. To the extent you utilize a portion of the Service that collects information through a client-layer solution (e.g., a browser extension), network layer solution (e.g., software that resides at the network level and that collects information), or another method that may be used by BrightBytes and/or its third-party service providers to collect information (each a "Collection Method"), you authorize BrightBytes to access or collect Student Data and Usage Data (defined below) via the Collection Method applicable to the BrightBytes Service you have selected, and you agree that BrightBytes may combine such data with Student Data it receives or collects through other methods. Through the course of providing certain portions of the Service, and to the extent you utilize such Service offerings, BrightBytes may also collect usage data about a user's browsing behavior on a webpage or application (e.g., time spent on page, use of third party applications, mouse clicks, etc.) ("Usage Data"), which shall be treated as Student Data only if, and to the extent, that this Usage Data is combined or associated with personally identifiable Student Data.

3.5. Student Data Consents and Authority. You represent and warrant that you have the authority to provide Student Data to BrightBytes, and for BrightBytes to access, collect, process, and otherwise use Student Data as set forth in this Agreement, for the purpose of providing the Applications and services described in the Agreement, and that you have provided appropriate disclosures to, and received appropriate consents from, your Authorized Users or any other end users regarding your sharing such Student Data with BrightBytes and BrightBytes' access, collection, processing, and other use of the Student Data as set forth in this Agreement. Without limiting the generality of the foregoing, and to the extent applicable to the Service provided to you under this Agreement, you represent and warrant that you have provided appropriate disclosures to, and received appropriate consents from, your Authorized Users or any other end users, including, as necessary, parents or guardians of students, regarding the Collection Methods applicable to the portions of the Service to which you have purchased access, including but not limited to, the installation of a browser extension on any device which is used to access a user account you have selected to participate in the Service for the purposes of permitting BrightBytes to collect Student Data and Usage Data, for purposes of providing the Service. For clarity and without limitation, you are solely responsible for the selection of user accounts to which the browser extension will be associated, and for the installation of the browser extension on such accounts for the purpose of participating in the Services.

3.6. Use of Student Data. By sharing Student Data or other information to BrightBytes, you expressly grant, and you represent and warrant that you have all rights necessary to grant to BrightBytes a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, transmit, distribute, modify, reproduce, display, and store the Student Data solely for the purposes of (i) providing the Services as contemplated herein, (ii) maintaining, supporting, evaluating, improving and developing our products, applications, and Service, (iii) enforcing its rights under the Agreement, and (iv) as permitted with the authorized user's consent or direction.

3.7. Restrictions on Use of Student Data. BrightBytes may access, use, store or collect Student Data solely to the extent necessary to exercise its rights and perform its obligations under the Agreement. BrightBytes shall not sell, disclose, transfer, share or rent Student Data, except (i) to the extent set forth in the Agreement, or (ii) as otherwise directed with the Customer's written consent. For clarity and without limitation, authorized users of Customer who access the Service pursuant to this Agreement shall not be "third parties" for the purpose of this Section. BrightBytes shall not use Student Data to engage in targeted advertising.

3.8. Use of Anonymized Data. You agree that BrightBytes may collect, analyze, and use data derived from Student Data, including de-identified, aggregated or anonymized Student Data, as well as Usage Data not combined with Student Data, and data about your, and other users' access and use of the Applications, for product development, research or other purposes, including, but not limited to, operating, analyzing, improving, developing or marketing the Applications, the Clarity Platforms, or for the development and improvement of educational sites, services or applications. If BrightBytes publicly discloses or shares with third parties (e.g., in marketing materials, research, analytics, or in application development) information that is derived from Student Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific individual. You further agree that BrightBytes will have the right, both during and after the Term of this Agreement, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized or aggregated data.

3.9. Third-Party Subcontractor Access. By submitting Student Data to BrightBytes, you consent to allow BrightBytes to provide access to Student Data to its employees and to certain third party service providers that have a legitimate need to access such information in connection with their responsibilities in providing the Applications and related services. BrightBytes and its employees, subcontractors, service providers, or agents involved in the handling, transmittal,

and processing of Student Data will be required to maintain the confidentiality of such data that includes personally identifiable information. BrightBytes will maintain access log(s) that record all disclosures of or third-party access to Student Data within its possession and will provide copies of an access log(s) to you upon request.

3.10. Data Retention and Deletion Requests. You may request that BrightBytes delete or retrieve your Student Data in BrightBytes' possession at any time by providing such a request in writing, which request BrightBytes shall then comply with in a commercially reasonable time not to exceed (2) two weeks. If you request that BrightBytes retrieve Student Data, BrightBytes will provide you with a copy of all Student Data that was processed during the Term. For clarity, BrightBytes will continue to maintain a copy of such data for our records until the end of the Term of the Agreement or until we receive a deletion request. BrightBytes is not required to delete or provide to you any Student Data that has been de-identified, anonymized and/or aggregated, or any data that has been derived from Student Data, so long as the data is maintained in a form, which could not reasonably identify any individual. Upon termination of the Term of this Agreement, BrightBytes will automatically delete or de-identify all Student Data within 30 days from the end of the Term unless you submit a request to retrieve such data within that time frame.

3.11. Data Location. You acknowledge and agree that BrightBytes will store and process information, including Student Data, in various data centers around the world, including in the U.S., and that Student Data may not be stored or processed only within the country in which it was collected. You also acknowledge that, subject to this Agreement and to the extent permitted by Law, Student Data may be accessed and processed by our affiliates' or our third party service providers' personnel in foreign countries, including countries other than the jurisdiction from which the Student Data was collected, and you hereby authorize such access and processing. You warrant and agree that you have obtained all necessary consents for BrightBytes to process Student Data in the U.S. and elsewhere in the world.

3.12. Data Security. We have implemented commercially reasonable administrative, physical, and technical safeguards designed to secure personal information, including Student Data, from unauthorized access, disclosure, or use, which could include data encryption, firewalls, physical access controls to buildings and files. We have policies and procedures in place to limit access to our systems to only those employees and trusted third parties that have a need-to-know basis based on specific job function or role. You acknowledge and agree that, as between the parties, you are solely responsible for any and all Student

Data, whether provided by you, students, or any other third-party. In the event we have a reasonable, good faith belief that an unauthorized party has gained access to or been disclosed personally identifiable Student Data we have collected or received through the Applications, BrightBytes will promptly notify you and will use reasonable efforts to cooperate with your investigation of the incident; and if such incident triggers any third party notice requirements under applicable laws, you agree that as the owner of the Student Data, you will be responsible for the timing, content, cost and method of any such notice and compliance with such laws.

3.13. Change of Control. By providing access to Student Data to BrightBytes, you consent to allow BrightBytes to transfer Student Data to a new provider in the event that BrightBytes sells, divests or transfers the business or a portion of the business, provided that the new provider has agreed to data privacy standards no less stringent than those set forth in this Agreement. We may also transfer personal information - under the same conditions - in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions, or proceedings involving all or a portion of our business. In either case we will provide you with notice and an opportunity to opt-out of the transfer of Student Data by deleting your Student Data information and terminating your account.

4. Confidentiality

4.1 Definition. "Confidential Information" means any information marked or otherwise identified in writing by either you or us as proprietary or confidential or that, under the circumstances surrounding the disclosure, should be known to constitute proprietary or confidential information. Confidential Information of both parties shall include, without limitation, any amounts paid under, and the terms of, the Agreement, as well as information regarding either party's business, strategies, plans, suppliers, clients, finances, business plans, product development, technology, and software. For the avoidance of doubt, BrightBytes' Confidential Information shall include the proprietary aspects, designs, and features of the Service.

4.2 Duty of Confidentiality. Neither party will use the other's Confidential Information without the other's written consent as expressly permitted in the Agreement except for the purpose of exercising its rights or carrying out its obligations under the Agreement. Each party will disclose the other's Confidential Information to its employees, agents, representatives, and consultants only on a need-to-know basis and subject to reasonable confidentiality obligations on such persons. Each party will protect the other's Confidential Information using the

same degree of care, but no less than reasonable care, to prevent the unauthorized use or disclosure of such Confidential Information.

4.3 Exclusions. The obligations set forth in this Section 2 will not apply to any information that: (i) was previously known to either party free of any obligation of confidentiality; (ii) is or becomes publicly available other than by means of unauthorized disclosure by either party; or (iii) is required to be disclosed pursuant to statute, regulation, or order of a court.

4.4 Remedies for Breach. The receiving party agrees that the disclosing party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened or intended breach of the Agreement. Such injunctive relief shall not be the disclosing party's exclusive remedy for any breach of the Agreement but will be in addition to all other remedies available at law or in equity.

5. Representations and Warranties; Disclaimers

5.1 Mutual Representations and Warranties. Each party hereby represents, warrants, and covenants that: (i) it has full authority to enter into the Agreement; and (ii) the Agreement shall constitute a valid and binding obligation on such party, enforceable in accordance with the terms of each.

5.2 Limited Warranty by BrightBytes. BrightBytes hereby warrants that the Service will perform substantially in accordance with its documentation or specifications. The foregoing warranty shall not apply to performance issues of the Service: (i) caused by factors outside of our reasonable control; (ii) that result from any actions or inactions of you or any third parties; or (iii) that result from your data structure, operating environment, or equipment.

5.3 Limited Warranty by You. You hereby represent and warrant that you are the owner of or otherwise have the right to use and provide all materials furnished or licensed by you to us in connection with the Agreement, and that such materials do not now and will not at any relevant time infringe upon any third-party's intellectual property rights.

5.4 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION 5, BRIGHTBYTES AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED. BRIGHTBYTES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (i) THE USE OF THE SERVICE OR ANY SERVICES WILL BE

SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (ii) THE SERVICE OR ANY MATERIALS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (iii) ERRORS OR DEFECTS WILL BE CORRECTED; (iv) THE SERVICE OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (v) THE SERVICE OR ANY MATERIALS OR SERVICES WILL BE FREE FROM PROBLEMS ARISING FROM LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THE UNAVAILABILITY OF, OR LACK OF PERFORMANCE BY THIRD-PARTIES NECESSARY FOR PROVIDING, THE SERVICE OR ANY MATERIALS OR SERVICES. THE SERVICE AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY BRIGHTBYTES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Limitations of Liability

6.1 Indirect Damages Waiver. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM BRIGHTBYTES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BRIGHTBYTES AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DATA, PROFITS, GOODWILL, OR OTHER ECONOMIC ADVANTAGE, EVEN IF BRIGHTBYTES HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL BRIGHTBYTES OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY SUCH DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR ANY MATERIALS OR SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE

6.2 Liability Cap. IN NO EVENT WILL BRIGHTBYTES' AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BRIGHTBYTES FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM UNDER THIS AGREEMENT AND AN APPLICABLE PARTNERSHIP AGREEMENT (AND IN THE CASE OF A PARTNERSHIP AGREEMENT, SUCH AMOUNTS WILL BE NET OF PAYMENTS TO PARTNER).

7. Indemnification

7.1 You agree to defend, indemnify and hold harmless BrightBytes and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of the Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) your negligence, fraud, or willful misconduct; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

7.2 The indemnifying party's obligations are contingent on the indemnified party (i) giving the indemnifying party prompt written notice of the claim for which it seeks indemnification (provided that failure to so notify shall only relieve the indemnifying party of its obligations to the extent that the delay in providing notice materially prejudiced such indemnifying party's ability to defend the claim); (ii) providing reasonable cooperation in the defense and all related settlement negotiations, with reasonable out of pocket expenses to be paid by the indemnifying party; and (iii) allowing the indemnifying party sole control over the litigation or settlement of such claim (except that if the settlement would adversely affect the indemnified party, then the settlement shall be subject to the indemnified party's prior written consent). The indemnified party reserves the right to retain separate counsel, at the indemnified party's sole expense, to participate in the defense of any such claim.

8. User Content

8.1 General. Certain of the Applications may allow you or your users to post content such as profile information, comments, questions, articles, and other content or information (any such materials you submit, post, display, or otherwise make available on the Service, "User Content"). We claim no ownership rights over User Content created, uploaded, or transmitted by you. The User Content you create remains yours; however, by sharing the User Content through the Service, you agree to allow others to view, edit, and share your User Content in accordance with this Agreement. However, BrightBytes may, in its sole discretion, remove any User Content shared via the Service.

8.2 Restrictions on User Content. You agree that neither you nor your users will post User Content that: (i) may create a risk of harm, loss, physical or mental

injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. BrightBytes may reject or remove any User Content that we believe, in our sole discretion, violates these provisions.

8.3 Your Representations and Warranties Regarding User Content. In connection with User Content, you affirm, represent, and warrant the following: You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use. Your User Content and BrightBytes' use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. BrightBytes may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

8.4 Disclaimer. We take no responsibility and assume no liability for any User Content that you or your users upload, post, send, or otherwise transmit via the Service. You shall be solely responsible for your User Content and the

consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, presents health risks, or may otherwise be unsuited to your purpose, and you agree that BrightBytes shall not be liable for any damages you allege to incur as a result of your User Content.

8.5 User Content License Grant. By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to BrightBytes a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and BrightBytes' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content to the extent permitted through the functionality of the Service and under this Agreement.

9. DMCA Notice

9.1 General. Because we respect artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

- Identification of the copyrighted work that you claim has been infringed;

- Identification of the material that is claimed to be infringing and where it is located on the Service;

- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and email address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or law; and

- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

9.2 Submission Information.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

BrightBytes, Inc.

Address: 795 Folsom Street, Suite 100

San Francisco, CA 94107

Telephone: (877) 433-4036

Email: copyright@brightbytes.net

9.3 Knowing Misrepresentations. UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

9.4 Not Legal Advice. Please note that this procedure is exclusively for notifying us and our affiliates that your copyrighted material has been, or may have been, infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

9.5 Termination Policy. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. We may also at our sole discretion limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10.   Payment Terms

10.1 Invoicing and Fees. BrightBytes will issue an invoice to Customer for the fees for accessing and using the Service or for any services in accordance with the amounts set forth on the Sales Order ("Fees") to the accounts set forth on the Sales Order, and Customer will pay BrightBytes the Fees according to the terms set forth below. Except to the extent not permitted by applicable law, all amounts paid hereunder are non-refundable and shall be deemed earned upon receipt.

10.2 Timing of Payments. Payments shall be made within thirty (30) days of the date of the invoice issued by BrightBytes. Without waiving or prejudicing any other rights or remedies, if Customer does not make payment in a timely manner, BrightBytes may suspend Customer's access to the Applications and the Clarity Platforms or the provision of Services until such time as payments of the Fees are made current. BrightBytes will not be responsible for delays, costs incurred, or problems experienced by Customer due to the suspension of BrightBytes' performance under this Section.

10.3 Taxes. Customer will, in addition to the other amounts payable under this Agreement, pay all federal, state, and local sales, use, VAT, or other taxes imposed by reason of transactions under this Agreement (other than taxes based on BrightBytes' net income). If BrightBytes is required to pay any such taxes for which Customer is responsible, then the taxes will be billed to and paid by Customer. If Customer is required by law to withhold from any amount owed to BrightBytes, then the amount payable to BrightBytes will be increased to the extent necessary to ensure that, after such withholding, BrightBytes receives the net amount that it otherwise would have received in the absence of such withholding.

11. Term and Termination

11.1 Effective Date and Term. Unless earlier terminated as provide in this Section, this Agreement shall be effective as of the Effective Date set forth on the Sales Order and shall continue through the Term set forth on the Sales Order.

11.2 Termination for Convenience. BrightBytes may terminate this Agreement for any reason or for no reason by providing you at least thirty (30) days' prior written notice.

11.3 Termination for Cause. Either party shall have the right to terminate this Agreement immediately upon written notice to the other party: (a) if the other party breaches or fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party; or (b) if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or

insolvency proceeding under Federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

11.4 Effect of Termination. The rights and obligations of BrightBytes and Customer that should, by their nature or their terms, survive any termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement by BrightBytes for cause or Customer for convenience, all unpaid Fees for the then-current Term (if any) shall become immediately due and payable. Within five (5) days after termination of this Agreement, Customer shall return to BrightBytes or, upon BrightBytes' request, destroy, at Customer's expense, all Confidential Information and materials containing any Confidential Information, including all copies thereof, and deliver to BrightBytes a certification, in writing signed by an officer of Customer, that the Confidential Information, and all copies thereof have been returned or destroyed, and their use discontinued. Nothing contained herein shall limit any other remedies that BrightBytes may have for Customer's default nor relieve Customer of any obligations incurred before termination.

12. Governing Law, Arbitration and Class Action/Jury Trial Waiver

12.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Each party hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief under this Agreement, or otherwise arising under or by reason of this Agreement. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree that San Francisco County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

12.2 Arbitration. Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from BrightBytes. For any dispute with BrightBytes, you agree to first contact us at customerrelations@brightbytes.net and attempt to resolve the dispute with us informally. In the unlikely event that BrightBytes has not been able to resolve a

dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco County, California, unless you and BrightBytes agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing BrightBytes from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property, or other proprietary rights.

12.3 Class Action/ Jury Trial Waiver. You and BrightBytes agree that any arbitration will be limited to the Claims between you and BrightBytes individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND BRIGHTBYTES ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR REPRESENTATIVE PROCEEDING ("Class Action Waiver"). Notwithstanding the foregoing, this Class Action Waiver shall not apply to California Private Attorney General Act Claims brought against BrightBytes to the extent a Class Action Waiver is not legally enforceable as to those claims. Further, unless both you and BrightBytes otherwise agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the JAMS rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (a) the Claim is filed as a class, collective, or representative action and (b) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the

Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible. YOU AGREE AND ACKNOWLEDGE THAT, BY ENTERING INTO THESE TERMS, YOU AND BRIGHTBYTES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

13.   General

13.1 Independent Contractors. The relationship between you and BrightBytes under the Agreement is that of independent contractors only. Nothing in this Agreement will be construed so as to constitute a partnership, joint venture, or agency relationship. Neither party will have any power or authority to bind the other in any transaction with a third-party. Unless otherwise expressly agreed by the parties, the services rendered hereunder shall be on a nonexclusive basis and the party rendering them shall be free to accept other engagements at all times.

13.2 Notices. All notices, requests, claims, demands, and other communication under this Agreement may be delivered by any method chosen by the sender that positively establishes legally valid and admissible evidence of actual receipt by the named recipient. The sender shall bear the burden of establishing delivery with respect to the method chosen.

13.3 Integration; Severability. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

13.4 Modifications. BrightBytes may modify this Agreement from time to time at its sole discretion. If BrightBytes makes a material change to this Agreement, BrightBytes will use reasonable efforts to provide you with reasonable notice prior to the change taking effect, which notice may be by email to the email address associated with your account or via a posting on the Service. You can review the most current version of this Agreement at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Agreement. The materially revised Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting of the change. If you access or use the Service after the effective date, that use will constitute your acceptance of any revised terms or conditions.

13.5 Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that BrightBytes may assign

this Agreement without consent in connection with a merger, consolidation, restructuring, or sale of all or substantially all of its equity, business, or assets to which this Agreement relates. Any other non-permitted assignment will be void and of no effect. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

13.6 Waiver. Neither the waiver by either party of a breach of or a default under any of the provisions of this Agreement, nor the failure of either party, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

13.7 Compliance with Laws. Each party will comply with all federal, state, and local laws, rules, and regulations, as amended from time to time, applicable to such party's performance of its obligations under this Agreement, including all applicable export laws, rules, and regulations of the United States and other applicable jurisdictions, and those related to data privacy.

13.8 Force Majeure. Neither party will be liable for any failure of performance hereunder or for damages caused by any delay or failure to perform hereunder if performance is made impracticable or impossible due to any occurrence beyond its control, including without limitation: acts of God, fires, floods, wars, riots or civil disorders, acts of a public enemy, sabotage, accidents, enactment or act of any government or governmental instrumentality (whether federal, state, local, or foreign, and whether valid or invalid), failure of technical facilities, and any other occurrence which would have a material adverse impact on a party's ability to perform under this Agreement which is not reasonably within such party's control.

13.9 Exclusion for Official Use. If You are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, the Agreement and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

13.10 Contact. The provider of the Service is BrightBytes, Inc., at the address set forth in Section 9.2. If you are a California resident, in accordance with Cal. Civ.

Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

These Terms were last modified on May 7, 2020.

EXTRACT OF BRIGHTBYTES PRIVACY POLICY – FOR EASE OF REFERENCE ONLY

BRIGHTBYTES, INC. PRIVACY POLICIES

At BrightBytes, Inc. ("BrightBytes," "we," or "us"), we understand that privacy is important to our online visitors to our website ("You" or "Visitors"). This Website Privacy Policy describes our collection and use of personal information collected from visitors to our website (our "Website") located at https://brightbytes.net.

A note about Student Data: BrightBytes provides applications and software (our "Applications") on our Clarity Platform (collectively, our "Service") to assist school districts, schools, and other educational partners (collectively referred to as "Schools") access, use and analyze data with the goal of improving student learning outcomes. During the course of offering certain Applications to our School customers, we may have access to the personal information relating to students ("Student Data"). This Privacy Policy does not govern our access to Student Data. We consider Student Data to be highly confidential and special privacy policies apply to such data. Please see our Student Data Privacy Statement for information about how we collect and use Student Data gathered during the provision of our Service to Schools.

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

1. HOW WE COLLECT AND USE WEBSITE INFORMATION

We collect the following types of information:

Information you provide to us directly: We ask for certain types of personal information when you correspond with us, request a demo, request a speaker or otherwise engage with us on our Website, including your name, school name, school district, email address, and/or user name and password, and phone number. We may also collect personal information when you correspond with us via email. We use the personal information we collect to operate, maintain, and provide the features and functionality of the Website and to communicate with

you.

Information collected through technology: Like most websites and online services, we automatically collect certain types of usage information when you visit our Website. This information is typically collected through cookies, log files, web beacons, and similar tracking technology (collectively, "cookies"). These cookies collect information about how you use the Website (e.g., the pages you view, the links you click, and other actions you take on the Website), information about your browser and online usage patterns (e.g., Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, pages viewed, whether you opened an email, links clicked), and information about the device(s) you use to access the Website (e.g., mobile device identifier, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, and, depending on your mobile device settings, your geographical location data at the city, state, or country level). In addition, we may also use clear gifs in HTML-based emails to track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Website. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Website. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

We use or may use the data collected through cookies, log files, device identifiers, and clear gifs information to: (a) remember information so that you do not have to re-enter it on subsequent visits; (b) to provide and monitor the effectiveness of our Website; (c) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Website; (d) diagnose or fix technology problems; and (e) otherwise plan for and enhance our Website.

Third-Party Tracking and Online Advertising: We may permit third party online advertising networks to collect information from visitors to our Website https://brightbytes.net to provide customized content, advertising and commercial messaging to you from time to time on other websites or services. Typically, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device. (To learn more about cookies, clear gifs/web beacons and related technologies and how you may opt-out of some of this tracking, you may wish to visit http://www.aboutads.info/choices/ or the Network Advertising Initiative's online resources, at http://www.networkadvertising.org. Please note that although we may permit third party advertising partners to collect information on our Website for the purpose of sending targeted advertisements, our Website is

not directed to Students. **We do not use Student Data for marketing or targeted advertising purposes.**

2. HOW WE SHARE YOUR WEBSITE INFORMATION

BrightBytes only shares the personally identifiable information collected on our Website in a few limited circumstances, described below. We do not rent or sell personal information for any purpose, without exception. Who we may share information with:

- We may share information with our trusted vendors, third party service providers and other individuals who perform services on our behalf (e.g. accountants, mailing houses, hosting providers), but strictly for the purpose of carrying out their work for us.

- We may share with other companies and brands owned or controlled by BrightBytes and other companies owned by or under common ownership as BrightBytes, which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns. These companies may use your personal information in the same way as we can under this Policy;

- We may share aggregate or anonymous data (including personal data that has been stripped of personally identifying characteristics) with third parties but will do so only in such a way that no individual may reasonably be identified.

- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our visitors.

- In the event of a change of control: If we sell, divest or transfer the business or a portion of our business, we may transfer information, provided that the new provider has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions, or proceedings involving all or a portion of our business.

Please see the Student Data Privacy Statement [anchor to this section below] to learn how Student Data may be shared.

3. HOW WE STORE AND PROTECT YOUR WEBSITE INFORMATION

Storage and processing: Your information collected through the Website may be stored and processed in the United States or any other country in which BrightBytes or its subsidiaries, affiliates or service providers maintain facilities. If you use our Website, you consent to have your data transferred to the United States or anywhere else BrightBytes maintains facilities.

Keeping information safe: BrightBytes maintains strict administrative, technical, and physical procedures to protect information stored in our servers, which are located in the United States. Access to information is limited (through user/password credentials and two factor authentication) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building.

4. YOUR CHOICES ABOUT YOUR WEBSITE INFORMATION

You can opt-out of receiving promotional email from us by clicking on the "unsubscribe" feature at the bottom of each email. If you have any questions about reviewing, modifying or deleting your personal information, contact us directly at info@BrightBytes.net.

You may be able to disallow cookies to be set on your browser. Please look for instructions on how to delete or disable cookies and other tracking/recording tools on your browser's technical settings. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information on cookies, visit www.allaboutcookies.org. Remember, disabling cookies may disable many of the features available on the Website, so we recommend you leave cookies enabled.

5. CHILDREN'S PRIVACY ON OUR WEBSITE

Our Website is not directed to children under 13 and we do not knowingly collect personally identifiable information directly from children under 13. Please contact us at info@BrightBytes.net if you believe we have inadvertently collected personal information from a child under 13 so that we may delete such data as soon as possible.

6. LINKS TO OTHER WEBSITES AND SERVICES

Attachment B

From time to time, we may provide links to third parties from our Website. We are not responsible for the practices employed by websites, applications or services linked to or from our Website. We recommend that you review the privacy policies of third-party sites or services before providing any information to them.

7. HOW TO CONTACT US ABOUT THE WEBSITE

If you have any questions about this Privacy Policy or the Website, please contact us at info@BrightBytes.net.

8. CHANGES TO THE PRIVACY POLICY

BrightBytes may modify or update this Privacy Policy from time to time so you should review this page periodically. When the Privacy Policy changes, we will note the effective date below. When we change the policy in a material manner, we will provide notice on the website. Your continued access to and use of the BrightBytes Website will constitute your acceptance of any changes or revisions to this Privacy Policy.

BRIGHTBYTES STUDENT DATA PRIVACY STATEMENT

BrightBytes provides applications, software, infrastructure and online tools (collectively, our "Service") designed to assist school districts, schools, and other educational partners (collectively referred to as "Schools") access, use and analyze data with the goal of improving student learning outcomes.

During the course of offering certain applications to our School customers, we may have access to Student Data. "Student Data" is any information that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us. Student Data may include "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"). We consider Student Data to be highly confidential.

Our collection and use of Student Data provided by the Schools through our Service is governed by our contracts with the Schools and by federal and state law. This BrightBytes Student Data Privacy Statement explains how we collect, use, and share Student Data we may collect through our Service. If you have questions about specific practices relating to Student Data provided to BrightBytes by a School, please direct your questions to your School.

Attachment B

What Student Data do we collect?
BrightBytes has access to Student Data only as requested by the School and only for the purposes of performing Services on the School's behalf. The type of Student Data we collect will depend on how the School uses the Service and the particular Applications we provide to the School, but could include information relating to the individual student and the student's educational record, such as a name, student ID numbers, grades, and/or coursework. In many instances, we receive only de-identified or aggregate information about students from a School, such that we would not be able to identify an individual student. Please talk to your school if you have questions about the type of personal information the school provides to services like BrightBytes.

How do we use Student Data?
All Student Data that we have access to, if any, is owned and controlled by the Schools. We use such data to provide the Service to the School and for other limited purposes permitted by our agreements with the Schools, such as to evaluate, improve, and develop our products, applications, and services. We will never use Student Data for marketing purposes or to engage in targeted advertising.

Do we share Student Data with third parties?

BrightBytes only shares Student Data in a few limited circumstances, as described below. We do not rent or sell Student Data for marketing purposes.

We may share Student Data in the following ways:

- As needed to perform the Service and/or at the direction of a School and as authorized by our contract with the School. For example, information including Student Data, will be shared between and among authorized School users and School administrators. This sharing will depend on the settings and functionality selected by the School.

- With our trusted vendors, third party service providers and other individuals who perform services on our behalf, but only if such providers have a need to access such information for the purpose of carrying out their work for us and do so under strict confidentiality and data security terms.

- We may share aggregate or anonymized data (including personal data that has been stripped of personally identifying characteristics) with third parties but will do so only in such a way that no individual may reasonably be identified.

- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our visitors.

- In the event of a change of control: If we sell, divest or transfer the business or a portion of our business, we may transfer information, provided that the new provider has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions, or proceedings involving all or a portion of our business. In either case, we will use our best efforts to provide you with notice and an opportunity to opt-out of the transfer of Student Data by deleting your Student Data information and terminating your account.

How we use anonymized data
We may use data which has de-identified or provided in aggregate for product development, research analytics and other purposes, such as analyzing, improving, or marketing the Applications and our Service. If BrightBytes publicly discloses or shares with third parties (e.g., in marketing materials, published research, analytics, or in application development) information that is derived from Student Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific school or individual. By way of example, BrightBytes may use de-identified or anonymizes data derived from Student Data in a form which may not reasonably identify either a particular individual, educational entity, or school, to develop further analytic frameworks and application tools.

Questions about access or deletion of data
Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your school directly.

Children's Data
BrightBytes collects information from children only at the direction of a school or educational institution for the purpose of providing the BrightBytes Service. BrightBytes replies on each school to obtain consent and provide appropriate and disclosure, if necessary, for BrightBytes to collect any student information from students under 13, as permitted by the Children's Online Privacy Protection Act

(COPPA). Please contact us at [email] if you believe we have inadvertently collected personal information from a child under 13 without proper consents so that we may delete such information as soon as possible.

Changes to this Policy

BrightBytes may modify or update this Privacy Policy from time to time so you should review this page periodically. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will use our best efforts to provide additional notice before the changes take effect. Our use of Student Data is governed by our Agreements with Schools and we will not make any changes to our privacy practices involving Student Data which would be inconsistent with those contractual requirements without the consent of the School.

This privacy policy was last modified on May 7, 2020.

Attachment C

BrightBytes®

BrightBytes EdTech Impact Data Integration Specification

Contents

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General Instructions

BrightBytes Data Overview

The BrightBytes' team will work with your organization to obtain the data necessary to empower school-wide improvement through predictive and actionable data-driven insights in our BrightBytes Analytics platform. This guide will help you learn about the data requirements, transmission process, and possible methods for data integration. Your BrightBytes Project Manager will help walk you through this process and work with you to verify your data along the way.

BrightBytes Data Acquisition Process

BrightBytes leverages a sophisticated integration platform and a team of integration engineers to acquire, cleanse, and transform your data for use within The BrightBytes Platform. The BrightBytes's team will work with district personnel to determine the best method for acquisition of your data during the initial meetings with your technical team(s). The acquisition process includes leveraging existing RESTful APIs, direct database connection, flat files, vendor partnerships, or education data standards. The best implementation, based on systems and standards in use by the district, will be discussed during the initial meetings with your organization and can be adjusted as needed.

Recurring Data

Recurring data acquisition will typically occur on a daily basis. Each transmission will contain the current school year's data. Based on the frequency of changes of the data sets, such as the schools, acquisition may not be necessary on a nightly basis.

Using our file naming instructions, we'll indicate the school year of each file so we can accurately group files into complete data sets.

You will never need to delete or remove a file. Files such as schools and calendars will likely only change once per year.

School Year Rollover and Recurring Data

Each year, your district rolls over from one school year to the next. We know this is a tricky process to time well and ensure accurate data in your programs. We'd like to help make that transition as smooth as possible. By the time the "new" school year is launched, all students should have had their enrollments rolled over to reflect their new status and grade level. We will be in frequent communication prior to that point to ensure that the data we receive will be reflective of the upcoming school year.

Additionally, we are aware that there may be some continued updates to the previous school year's data once the new school year has begun. Once again, we will frequently communicate regarding this and will retain the ability to incorporate files from the previous school year, so that we always have the most up to date data.

Data Requirements

We recommend use of all fields indicated in each file specification. However, where fields are truly optional or required only in certain cases, we have indicated this in the "Notes" column. If BrightBytes is unable to produce data that satisfies this specification, let us know as soon as possible; the lack of key data may dramatically impact the data integration and usability of this product. We will work to make the integration process as flexible as possible.

Value Mappings

For many fields, districts will use varying codes and values. We've indicated in the "Notes" column where value mappings will be required to align your data to our internal schema. Upon receipt of your data, we will generate documentation that allows you to provide us descriptions for any fields that we cannot readily map, so that we can accurately assign the values indicated in this spec. **There is no need to attempt to change values stored in your SIS for upload to BrightBytes, we prefer to receive the raw codes contained in your SIS.**

Students

This file includes basic demographics on all students enrolled in your district for each school year -- including those which are no longer active due to withdrawal, transfer, etc.

Do not split this file into current and historical versions. Instead, every nightly upload of this file will contain all students ever enrolled in the district.

The expectation is for 1 record for each student that has ever existed in another data set, with student login, demographic information, and age. This table becomes the basis for many other tables.

Header Name	Format	Description	Notes
student_id	String	Unique and constant ID for the student	Only one record per student. Please check for duplicate student_id values
student_login	String	The student's network login	This could include a student's G Suite for Education email, Office365 username, or ADFS login. This should be a single SSO login used for network and primary services (e.g. email, office suite).
first_name	String	Student's first name	
last_name	String	Student's last name	
birth_date	Date	Student's birthdate	
gender	String	Student's gender	Values Will Be Mapped To: - 'M' - 'F' - 'O'
ethnicity_type	String	Student's race/ethnicity code of record	Values Will Be Mapped To: - 'asian' - 'black' - 'hispanic'[1] - 'american_indian' - 'pacific_islander' - 'white' - 'multi'
ethnicity_type_2	String	Additional race/ethnicity designation	Optional
hispanic	Boolean	Whether or not a student identifies as hispanic	Optional, depending on how you record race/ethnicity

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[1] Per Federal Guidelines, Hispanic ethnicity will be the singularly reported ethnicity, even when additional races are reported. We provide options for you to indicate Hispanic ethnicity either as a race/ethnicity code, or as a binary field. Students who indicate Hispanic ethnicity in either option will be indicated as Hispanic for final reporting purposes.

post_secondary_enrollment	Boolean	A flag indicating whether a student is or has been enrolled in post-secondary classes.	**Optional** If information is instead included in the student's enrollment records, it is unnecessary here.
student_zip_code	String	Most recent student 5-digit zip code	Optional
previous_ethnicity	String	Previous known ethnicity (if applicable)	Optional
primary_language	String	If available	Optional

Student Enrollments

Each line in this file must represent an enrollment window for a student, which records a student entering and then ultimately exiting a given school and grade.

If your district records enrollment events only and cannot supply enrollment windows in a single file as described in this spec, please alert BrightBytes Data Team.

BrightBytes needs to identify days in which a student was enrolled, and where. Additionally, identify enrollment events (like transfers and graduations) in order to calculate mobility and graduation / dropout rates. Each student will be given a current outcome of either 'current', 'transferred', 'dropped out', 'graduated', or 'undefined'.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the enrollment record	
school_year	String	The school year of the enrollment	Recorded as the end year of the school year range (e.g., school_year would be 2015 for the 2014-2015 school year)
student_id	String	The student's ID	
grade	String	The grade associated with the enrollment record	Values Will Be Mapped To: - PreK-12
entry_date	Date	The date of the student's entry	
entry_code	String	A code indicating the type of entry	Values Will Be Mapped To: - 'new' - 'continuing'
exit_date	Date	The date of the student's exit	Can be NULL if the student is currently enrolled in the school
exit_code	String	A code indicating the type of exit	Values Will Be Mapped To: - 'graduate' - 'transfer' - 'dropout'
primary_enrollment	Boolean	A flag indicating whether or not the enrollment record is the student's primary enrollment	
dual_enrollment	Boolean	A flag indicating whether the enrollment record reflects partial enrollment in a post-secondary institution	**Optional** If information is instead included as a flag in the Students table, then it is unnecessary here.
diploma_code	String	Field indicating the diploma type earned by a graduated student.	**Optional** Used in conjunction with enrollment exit code, if diploma type differentiates graduates.
retained	Boolean	A flag for whether this	**Optional**

		enrollment represents a student retained in the same grade	

Schools

This file contains one record per school and describes all the schools in the district. This file may only require an annual update.

This data will provide an up-to-date description of each school, as well as information on school type in order to filter on the dashboard. This table is used to tether enrollments to schools.

Header Name	Format	Description	Notes
school_id	String	Unique and constant school identifier	
name	String	Name of school	
graduation_credits	Integer	Credits required to graduate	Only necessary for schools that graduate students.
school_type	String	Category of school	Values Will Be Mapped To: - 'school' - 'district' - 'alternative' - 'vocational' - 'summer_school'
address	String	Address of school	Optional
city	String	City of school	Optional
state	String	State of school	Optional
zip	String	Zip code of school	Optional
charter	Boolean	Charter school flag	Optional
nces_id	Integer	NCES database school id	

Calendars File

Each row of this file corresponds to an individual date, indicating whether this specific date was a *school day* on which students were in attendance. **BrightBytes supports one calendar per school, in a given school year.**

The goal of this file is to be able to identify all valid school days in a given year.

This file may only require an annual update.

The following data set will be used to Identify each calendar day as a valid or invalid school day for each school open in a given year, get an accurate valid school day count by school and year, and identify which days fall into which grading and assessment terms.

Header Name	Format	Description	Notes
school_id	String	ID of school associated with the calendar	
school_year	Integer	School year associated with the date	Recorded as the end year of the school year range (e.g., school_year would be 2015 for the 2014-2015 school year)
calendar_date	Date	Date the record is referencing	It is optional to supply 'FALSE' for non-valid school dates.
valid_school_day	Boolean	Flag indicating whether or not the date is a valid school day	It is optional to supply 'FALSE' for non-valid school dates.
percentage_of_day	Float	Flag for half days or other non-traditional days	Optional
calendar_term*	String	School Semester / Trimester	Highest year breakdown
grading_period*	String	School Quarter / Trimester	Second level year breakdown
assessment_period*	String	Assessment period information	Fall / Winter / Spring

* Note that these values can also be provided in a separate table with school_id, school_year, and window start / end dates

Student Tags

Each line in this file must contain information about students participating in one or more of the following: 504 Plan (504), Free and Reduced Lunch (free_lunch), Individualized Education Plan (IEP), Limited English Proficiency (LEP), Homeless Youth (homeless).

If a student is part of more than one program, please include one line for each such program associated with the student.

Do not split the Student_Tags file into current and historical files. Instead, only upload one file named "Student_Tags.csv" that contains information on students **actively** enrolled in each tag.

If you are unable to supply all student tag data in the same file, and/or cannot identify each record with a student_tags_type, please make note and communicate to the BrightBytes Data Team.

The following data set will be used to identify students involved in various programs or student groups on any given day in time.

Header Name	Format	Description	Notes
student_id	String	The student's ID	
student_tags_type	String	The type of student program for the given record: - Free and Reduced Lunch - 504 Plan - ELL or LEP - Special Education/IEP Eligible - Homeless Youth	Values Will Be Mapped To: - 'free_lunch' - '504' - 'LEP' - 'IEP' - 'homeless'
entry_date	Date	The date the student entered the program	If full date unavailable, supply school year instead
exit_date	Date	The date the student exited the program. Will be NULL if student is still participating in the program.	If full date unavailable, supply school year instead
school_year	Integer	The school year student was enrolled in program	Optional - only use if entry/exit dates unavailable
exit_reason	String	If available, why did the student leave the program?	Optional

Student Assessments

BrightBytes has an existing partnership with a number of the assessment vendors who serve educators. Your integration team will provide information on these partnerships and the process that can be completed for BrightBytes to acquire this data directly from the vendor.

Each line in this file must contain information about a student's performance on a particular subject in either a state summative, interim, or college-preparatory assessment.

BrightBytes uses assessment data to identify assessment events, and link them to subscores where available

Header Name	Format	Description	Notes
student_id	String	The student's ID	Required
district_name	String	District Name	Required
school_name	String	School Name	Required
gender	String	Gender	Required
ethnicity	String	Ethnicity	Required
lep	String	Student Tag	Optional
iep	String	Student Tag	Optional
free_lunch	String	Student Tag	Optional
mobility	String		Optional
student_grade_level	String	The grade level of the student who took the assessment	Optional, can also be inferred from enrollments table Value Mapping Required: - integers, 0-12
scale_score	Integer	The scaled score the student received on the exam	
assessment_date	Date	The date the student took the assessment	
assessment_year	Integer	The school year during which assessment was given	The 4-digit end year of the school year range Can be formulaically calculated from 'assessment_date' if unavailable in raw data.
assessment_name	String	The name of assessment (e.g., NWEA MAP, LANG ARTS-8, PSAT, Advanced Placement)	Values Will Be Mapped To: - 'interim' - 'summative' - 'ACT/SAT' - 'PSAT' - 'AP'

subject	String	The course subject of the assessment	Values Will Be Mapped To: - 'math' - 'reading' - 'social_science' - 'science'
term	String	The portion of the school year during which the test was given.	Only necessary for district assessments taken more than once per year. Depending on frequency of exam, values will be mapped to: - 'Fall' - 'Winter' - 'Spring' - 'Q1' - 'Q2', etc.
proficiency_level	String	Proficiency bucket (ie. 1-5)	
proficiency_flag	String		3 or 4 = Proficient, 1 or 2 = Not Proficient
proficiency_level_description	String	Proficiency description (ie Well Below, Above)	Can also be mapped if needed
percentage_score	Int	Percentage score on test as a whole	Optional - likely available for some test and not others
test_percentile	Int	Percentile rank	Optional - likely available for interims but not summatives
growth_score	String	Growth from last assessment term, where applicable	Optional
ff_growth_score	numeric	Growth score from Fall to Fall	Optional Growth from last assessment term, where applicable
ff_growth _target	String	Growth target from Fall to Fall	Growth from last assessment term, where applicable
fw_growth_score	numeric	Growth score from Fall to Winter	Optional Growth from last assessment term, where applicable
fw_growth_target	Integer	Growth target from Fall to Winter	Growth from last assessment term, where applicable
fs_growth_score	numeric	Growth score from Fall to Spring	Optional Growth from last assessment term, where applicable
fs_growth_target	String	Growth target from Fall to Spring	Optional Growth from last assessment term, where applicable

ws_growth_score	numeric	Growth score from Winter to Spring	Growth from last assessment term, where applicable
ws_growth_target	String	Growth target from Winter to Spring	Growth from last assessment term, where applicable
growth_percentile	Int	Normed growth percentile score, where applicable	likely available for interims but not summatives
accommodations	Boolean	Flag for students that took a test with accommodations	Optional
retest	Boolean	Flag for retest events	Optional
test_format	String	Online, paper-pencil, etc.	Optional
unique_assessment_id	Int	Unique id across all assessments that can be used to identify subscores where appropriate	Mandatory - can create internally using student_id, assessment_date, assessment_name, and subject if needed
test_version	String	Test version of assessment to be used when unique id is not available	Mandatory

Teachers

Each line in this file must represent a teacher in the district. This will be used to provide visibility for teachers to students enrolled in their sections.

If a teacher teaches at two separate schools, they will appear two times in this document with only their 'school_id' changing.

No historical information needs to be uploaded in this file. Only information on active teachers is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the teacher record.	
teacher_id	String	Unique and constant id for the teacher	Must be unique across district
teacher_email	String	The teacher's email address that they will use to access Clarity.	Must match format a@b.c and must be unique across district
first_name	String		
last_name	String		

Sections

Each line in this file must represent a section in schools within the district. This will be used to indicate which teachers are associated with each section.

No historical information needs to be uploaded in this file. Only information on active section/teacher associations is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the section record.	
section_id	String	Unique and constant id for the section	Must be unique across district, and will be referenced in Section_Enrollments file
teacher_id	String	Unique identifier for primary teacher for the section.	Optional. Must match teacher_id provided in Teachers file
teacher_2_id	String	Unique identifier for supplementary co-teacher for the section.	Optional. Must match teacher_id provided in Teachers file
course_name	String	Name of the course for this section. (eg. Social Studies).	Required.
course_number	String	Identifier of the course for this section (eg. 101).	Optional. May be used to differentiate between sections with the same course_name.
period	String	Bell schedule information for sections (eg. 2)	Optional. May be used to differentiate between sections with the same course_name.
name	String	Unique name for section and time within a school. (eg. Social Studies - 101 - Period 2)	Optional. BrightBytes may generate unique name from course_name + course_number + period
section_grade	Option	Section grade, if applicable. Acceptable values: {PreK, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12}	Optional.

Section Enrollments

Each line in this file must represent a student enrollment in a section. This will be used to indicate which students are associated with each section.

No historical information needs to be uploaded in this file. Only information on active section/student associations is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the section_enrollment record.	
section _id	String	The section ID associated with the section_enrollment record.	This must match the section_id provided in the Sections file
student_id	String	The student ID associated with the section_enrollment record.	
entry_date	Date	Section enrollment start	
exit_date	Date	Section enrollment end	
school_year	Int	4-digit ending school year (ie. 18-19 = 2019)	

Attachment D

District Data Provided to the MDE

BrightBytes will provide MDE with summary of the analysis of patterns and trends across multiple domains based upon data collected via both the EdTech Impact (Solution and the Technology & Learning Solution. The analysis will reflect aggregated data at the school, district and state level – and will **not** contain any student, teacher or classroom level information. The MDE may request from BrightBytes reports beyond those described below, but any additional ad hoc or custom reports will be limited to the data aggregated at the school, district and state level – and will likewise **not** contain any student, teacher or classroom level information.

Technology and Learning Report

The Technology & Learning report will include topics such as:

- Student and teacher access to devices and internet; both at school and from home.
- Student and teacher skill levels with respect to using technology for creating content, using technology to engaging with others, and curating digital content for students.
- The degree to which districts engage in practices and procedures that enhance, support and encourage the use of technology for instruction.
- The professional development topics around the use of instructional technology teachers are most interested in receiving.
- The frequency with which teachers are asking students to use technology for collaboration, communication, creativity, and critical thinking tasks.

EdTech Impact Report

The EdTech Impact report will include topics such as:

- An analysis of overall app usage (e.g., most common apps used, app usage by subject/type, app usage by grade band or grade level).
- An analysis of app usage patterns (e.g., time of day, median session duration, average sessions per week).
- An analysis of app equity - focusing on usage by various student groups (e.g., ELL, IEP, Race/Ethnicity, Gender).
- An analysis of app usage as it relates to students hitting their growth targets on interim (benchmark) assessments.

Attachment E

OATH OF CONFIDENTIALITY AND

NON-DISCLOSURE OF RELEASED INFORMATION

(MUST be completed by ALL Users)

For Access to Confidential District Data

I, _____, as an employee/contractor of BrightBytes, Inc., the entity awarded the contract for providing a website, software and services to assist school districts, schools and other education partners in accessing, using and analyzing data with the goal of improving student learning outcomes, am considered an authorized representative of the School Districts with the MDE, and, as part of my job-related duties, have access to personally identifiable staff and student information processed, stored, or managed by District and/or Mississippi Department of Education (MDE) systems. Personally identifiable information (PII) includes all information protected by state or federal law; especially relevant to education data are: the Family Educational Rights and Privacy Act of 1974, Individuals with Disabilities Education Act of 2004 and Section 37-15-1, et seq. of the Mississippi Code of 1972, Annotated, as amended and other Federal and State law and regulations. I agree that I shall not release District Data unless authorized to do so according to applicable laws, rules, and regulations; neither shall I access and use the information contained therein except for the reasons and under the terms set out in this DSA.

I acknowledge and I fully understand that the release by me of this information to any unauthorized person could subject me to disciplinary action, up to and including termination, as well as any legal penalties available under applicable law.

Applicable Data:

- District Data (See Attachment C)

- MDE requested Data (See Attachment D)

I acknowledge that misuse of data may result in the termination of this DSA with Contractor.

SIGNATURE: _____

(Please sign in blue ink)

PRINTED NAME: _____

(Please print in blue ink)

TITLE: _____

DATE: _____

BRIGHTBYTES STUDENT DATA PRIVACY STATEMENT
BrightBytes provides applications, software, infrastructure and online tools (collectively, our "Service") designed to assist school districts, schools, and other educational partners (collectively referred to as "Schools") access, use and analyze data with the goal of improving student learning outcomes.

During the course of offering certain applications to our School customers, we may have access to Student Data. "Student Data" is any information that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us. Student Data may include "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"). We consider Student Data to be highly confidential.

Our collection and use of Student Data provided by the Schools through our Service is governed by our contracts with the Schools and by federal and state law. This BrightBytes Student Data Privacy Statement explains how we collect, use, and share Student Data we may collect through our Service. If you have questions about specific practices relating to Student Data provided to BrightBytes by a School, please direct your questions to your School.

What Student Data Do We Collect?
BrightBytes has access to Student Data only as requested by the School as needed to perform the Service. The type of Student Data we collect will depend on how the School uses the Service and the particular Applications we provide to the School, but could include information relating to the individual student and the student's educational record, such as a name, student ID numbers, grades, and/or coursework. In many instances, we receive only de-identified or aggregate information about students from a School, such that we would not be able to identify an individual student. From time to time, we may collect information from other sources, including from non-school sources or from the students themselves. If we combine or associate information from other sources with Student Data we collect through the Service, we will treat the combined information as Student Data under our policies and agreements, including under this Student Data Privacy Statement. Please talk to your school if you have questions about the type of personal information the school provides to services like BrightBytes.

How do we use Student Data?
All Student Data that we have access to, if any, is owned and controlled by the Schools. We use such data to provide the Service to the School and for other limited purposes permitted by our agreements with the Schools, such as to evaluate, improve, and develop our products, applications and services. We will

never use Student Data for marketing purposes or to engage in targeted advertising.

Do we share Student Data with third parties?

BrightBytes only shares Student Data in a few limited circumstances, as described below. We do not rent or sell Student Data for marketing purposes.

We may share Student Data in the following ways:

• As needed to perform the Service and/or at the direction of a School and as authorized by our contract with the School. For example, information including Student Data, will be shared between and among authorized School users and School administrators who access the Service under the same Agreement, but only for the purpose of providing the Service purchased by the School. This sharing may depend on the settings and functionality selected by the School.

• With our trusted vendors, third party service providers and other individuals who perform services on our behalf, but only if such providers have a need to access such information for the purpose of carrying out their work for us and do so under strict confidentiality and data security terms.

• We may share aggregate or anonymized data (including personal data that has been stripped of personally identifying characteristics) with third parties, but will do so only in such a way that no individual may reasonably be identified.

• We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our [Terms of Use], or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our visitors.

• In the event of a change of control: If we sell, divest or transfer the business or a portion of our business, we may transfer information, provided that the new provider has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business. In either case, we will use our best efforts to provide you with notice and an opportunity to opt-out of the transfer of Student Data by deleting your Student Data information and terminating your account.

How we use anonymized data.

We may use data which has de-identified and/or aggregated for product development, research analytics and other purposes, including for the purpose of analyzing, improving or marketing the Applications and our Service, or for the development and improvement of educational sites, services or applications. If BrightBytes publicly discloses or shares with third parties (e.g., in marketing materials, published research, analytics, or in application development)

information that is derived from Student Data, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific school or individual. By way of example, BrightBytes may use de-identified or anonymizes data derived from Student Data in a form which may not reasonably identify either a particular individual, educational entity or school, to develop further analytic frameworks and application tools.

Questions about access or deletion of data
Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your school directly.

Children's Privacy
BrightBytes collects information from children only at the direction of a school or educational institution for the purpose of providing the BrightBytes Service. BrightBytes relies on each school to obtain consent and provide appropriate and disclosure, if necessary, for BrightBytes to collect any student information from students under 13, as permitted by the Children's Online Privacy Protection Act (COPPA). Please contact us at info@brightbytes.net if you believe we have inadvertently collected personal information from a child under 13 without proper consents so that we may delete such information as soon as possible.

Changes to this Policy
BrightBytes may modify or update this Privacy Policy from time to time so you should review this page periodically. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will use our best efforts to provide additional notice before the changes take effect. Our use of Student Data is governed by our Agreements with Schools and we will not make any changes to our privacy practices involving Student Data which would be inconsistent with those contractual requirements without the consent of the School.

Attachment G
DIRECTIVE FOR DISPOSITION OF DATA

_____ (hereinafter referred to as "_____") directs _____ (hereinafter referred to as "Provider") to dispose of data obtained by Provider pursuant to the terms of the _____ between _____ and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

   _____Disposition is partial. The categories of data to be disposed of are as set forth below or are found in an attachment to this Directive.

   [Insert Categories of data here]

   _____Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

   _____Disposition shall be by destruction or deletion of data.

   _____Disposition shall be by a transfer of data. Following confirmation from_____that data was successfully transferred, Provider shall destroy or delete all applicable data. The data shall be transferred to the following site as follows:

   [Insert or attach special instructions]

3. Timing of Disposition

   Data shall be disposed of by the following date:

   _____As soon as commercially practicable

   _____By [Insert Date]

4. Signature

   _____   _____
   Authorized Representative of _____   Date

5. Verification of Disposition of Data

   _____   _____
   Authorized Representative of Provider   Date