

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. **Purpose**

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

2. **Definitions**

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

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA, and specifically excludes responses to standardized assessments and data that includes derivative work of Vendor content and/or intellectual property.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

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

3. **Confidentiality of Protected Data**

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

4. **Data Security and Privacy Plan**

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

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

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: implement controls in alignment with the overview of Pearson's information security controls as specified in "Pearson Clinical Information Security Controls Summary" which is attached to and incorporated into this Agreement by reference as **Exhibit F**, the applicable digital product privacy policies ("Privacy Policy"), which are attached to and incorporated into this Agreement by reference as **Exhibit G**, and License Agreement.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term

of the MLSA: Refer to the Overview of Pearson's Information Security Controls as specified in the attached "Pearson Clinical Information Security Controls Summary", the applicable Privacy Policy, and License Agreement.

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: All Vendor employees receive annual Data Privacy Awareness training and Information Security Awareness training, which are designed to meet U.S. legal requirements for privacy within the scope of Vendor's business activities, as well as relevant legal requirements in other countries where Vendor operates. In addition, Vendor leverages the Information Security 27002 (ISO 27002) standard as a foundation for building its global security policies and standards.
- (e) Excluding use of Amazon Web Services ("AWS"), Vendor [check one] _____ will ☒ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

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

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

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

6. **Notification of Breach and Unauthorized Release**

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

the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

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

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:

Randall T. Trask
Randall T. Trask (Oct 16, 2020 12:25 CDT)

Signature

Randall T. Trask

Printed Name

Senior Vice President for Clinical Assessment, a division of NCS Pearson, Inc.

Title

10/16/2020

Date



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EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT BETWEEN ERIE 1 BOCES AND NCS PEARSON, INC.

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with NCS Pearson, Inc. which governs the availability to Participating Educational Agencies of the following Product(s):

[aimswebPlus, WriteToLearn, and SSIS Social-Emotional Learning Edition on Review360]

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

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

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will obtain satisfactory assurances that those to whom it discloses Protected Data are bound to protect it in a manner consistent with the requirements of this Agreement and will comply with applicable state and federal law.

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on August 10, 2020 and expires on June 30, 2023.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, at Erie 1 BOCES's request, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, to the extent reasonably available and retrievable from the specific Product and/or Service application Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such commercially reasonable formats as may be requested by the Participating Educational Agency and agreed to by the Parties. Vendor may charge Customer at Vendor's then-current rates for any time spent assisting Customer in



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extracting or exporting data if such assistance is not included in Vendor's standard charges already paid by Customer for the applicable Product or Service.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

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

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

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

EXHIBIT E

License Agreements

aimswEBPlus

SSIS Social-Emotional Learning Edition on Review360

WriteToLearn

aimswebPlus
SUBSCRIPTION AND USER LICENSE AGREEMENT

This aimswebPlus Subscription and User License Agreement ("Agreement") governs access to and use of the aimsweb fee-based products and services offered by NCS Pearson, Inc. ("PEARSON"). By accessing, using, printing, displaying or registering for such services or products, you ("CUSTOMER") agree to the terms of this Agreement in which, CUSTOMER receives a limited license to access, use, print, display or register for such services or products for an initial one school year (August 1 – July 31) period.

PLEASE CAREFULLY READ THIS AGREEMENT BEFORE ACCEPTING BELOW. PROCEEDING WITH REGISTRATION, OR ACCESSING, USING, PRINTING, OR DISPLAYING THE PRODUCTS OR SERVICES INDICATES THE CUSTOMER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER SHOULD DECLINE THE REGISTRATION AND CUSTOMER MAY NOT ACCESS, USE, PRINT, OR DISPLAY THE PRODUCTS OR SERVICES.

PEARSON has developed this proprietary universal screening and progress monitoring system for academics and behavior based on direct, frequent and continuous student assessment "aimswebPlus" designed to monitor student achievement and instruction. In addition, aimswebPlus establishes and maintains a database of student performance which provides access to students, parents, teachers and administrators via a web-based data management and reporting system for providing skill assessment protocols, testing materials and instructions; assessment probes for use in the classroom (collectively referred to in this Agreement as the "MATERIALS"). Some or all of the MATERIALS are copyrighted by NCS Pearson, Inc. All of the MATERIALS are proprietary. Use of the MATERIALS by any individual, organization, entity or enterprise is strictly prohibited except for a CUSTOMER entity authorized pursuant to this Agreement.

The MATERIALS, software, online software documentation, Implementation Training Manual and the *aimswebPlus* support site (collectively the "Subscription Service") and any modifications, updates, revisions, or enhancements thereof are subject to the terms of this Agreement.

1. License Grant.

PEARSON hereby grants to CUSTOMER and CUSTOMER hereby accepts from PEARSON a limited, non-exclusive, non-transferable, revocable license to access, print and use the MATERIALS for the limited purposes of universal screening and progress monitoring for academics and behavior of each LICENSED USER associated with CUSTOMER (as defined below).

"CUSTOMER" is a person, organization, school, district, or Department of Education, public entity, business entity or enterprise which: (1) has paid a license fee to or is otherwise authorized by PEARSON to access, print and use the MATERIALS on behalf of a LICENSED USER; and (2) both CUSTOMER and LICENSED USER have agreed to be bound by the terms and conditions of this License Agreement.

"LICENSED USER" means:

- (a) If CUSTOMER is a corporation, or public body such as a School, or School District, Department of Education, or similar organization, a LICENSED USER may include an individual employee or agent to whom CUSTOMER has conferred the right to use the MATERIALS or to accept these license terms. Any such individual is subject to the terms and conditions of this Agreement, and must agree to be bound and has the right to bind their organization to the terms and conditions of this License Agreement.
- (b) If CUSTOMER is a post-secondary academic institution, academic library or similar research institution, a LICENSED USER may also include a post secondary student and an academic researcher, provided that CUSTOMER identifies each LICENSED USER to PEARSON and PEARSON consents to each LICENSED USER.

In this Agreement, all references to CUSTOMER shall also include LICENSED USER.

Upon expiration or termination of this Agreement, the nonexclusive limited license granted herein shall automatically and immediately terminate and CUSTOMER agrees not to access, print or use the MATERIALS and, upon request of

PEARSON, to return all MATERIALS then in possession of CUSTOMER to PEARSON or destroy and certify to PEARSON the manner and date of that CUSTOMER destroyed same.

2. Authorization.

The use of the MATERIALS is strictly limited to those provided for in this Agreement. The MATERIALS may be used only for their stated and published purposes including monitoring of student performance scores, comparison of student performance scores, individually and across various cohort groups.

CUSTOMER agrees that the MATERIALS will not be:

- (a) used for any "for-profit" commercial activities, unless specifically agreed in writing by PEARSON, including any use of any trademark of PEARSON;
- (b) copied, duplicated, modified, translated, adapted, publicly displayed, or publicly performed without the express written consent of PEARSON;
- (c) downloaded, transmitted, or re-transmitted or transferred for the purpose of evading the prohibition on copying, duplication or modification;
- (d) sold, transferred, conveyed, pledged licensed, or sub-licensed;
- (e) reverse engineered, decompiled, disassembled or subject to efforts to derive source code for any software and/or computer code components of the MATERIALS; or
- (f) exploited for any purpose different from or contrary to the rights and interests of PEARSON or inconsistent with the stated terms and purposes of this Agreement.

Notwithstanding the foregoing, some of the MATERIALS, including any assessment protocols, which include assessment probes, testing sheets and instructions and similar information, may be duplicated for the internal distribution and administration of student performance tests, and to train employees of CUSTOMER, including each LICENSED USER, consistent with this Agreement.

3. Ownership.

CUSTOMER is granted a non-exclusive limited license to use the MATERIALS under the terms of this Agreement. All right, title, and interest in and to the MATERIALS, the Subscription Services, and all intellectual property rights in and to the MATERIALS, the Subscription Services and the website of PEARSON, and all other materials shall remain solely vested in, to and with PEARSON. PEARSON is granted permission to use any de-identified, aggregated student data received from CUSTOMER for research, development or normative purposes, as long as, such data does not contain any personally identifiable information.

4. Subscription Charges

aimswEBPlus subscriptions are based on per student, per school year fees. The initial fee to activate Subscription is based on estimate by CUSTOMER of unique students that will have score data entered. PEARSON will run reconciliation reports of each subscription year annually and invoice for any overages at that time. Subscription fees are non-refundable for any reason at any time.

Certain "Subscription Services" are available only from PEARSON via a dedicated service subscription to which the following applies:

- (a) CUSTOMER agrees to pay, using a valid credit card, purchase order, or check which PEARSON accepts, the subscription fees set forth by PEARSON, applicable taxes, and other charges incurred on the account of CUSTOMER in order to access, print and use the Subscription Services. PEARSON reserves the right to change fees, or to institute new fees at the end of each subscription year, upon reasonable notice posted in advance on www.aimswEB.com or as otherwise provided. aimswEBPlus subscription services must be renewed on an annual basis. PEARSON does not automatically renew Subscriptions. In the event CUSTOMER chooses not to renew aimswEBPlus Subscriptions, PEARSON reserves the right to terminate

CUSTOMER access to the Subscription Services. No refunds or credit will be granted for any cancellation or termination for any reason at anytime.

- (b) In addition to the charges set forth above, CUSTOMER is responsible for all expenses and charges associated with accessing the internet; connecting to the Subscription Service; and any service fees associated with such access and connection. CUSTOMER is also responsible for providing all equipment necessary for CUSTOMER to make such connection, including without limitation, computer and modem and/or network connection. This includes all equipment and software used to load and print files saved in .pdf format.
- (c) For purposes of identification and billing, CUSTOMER agrees to provide PEARSON with accurate, current and complete information as required during registration for the Subscription Services, including, without limitation, the legal name, address, telephone number(s), e-mail address, and applicable payment data (e.g. credit card number and expiration date) for CUSTOMER and to maintain and update this information to keep it accurate, current and complete. Failure to provide and maintain accurate, current and complete information may, at the option of PEARSON, result in immediate suspension or termination of this Agreement and the Subscription Services.

5. Multi Customer Accounts

This license for each Subscription Service creates a single account. CUSTOMER may then create additional sub-accounts, and each sub-account that CUSTOMER creates shall be fully subject to this Agreement.

6. Password

As part of the registration process for Subscription Services, CUSTOMER will select a password. CUSTOMER is solely responsible for maintaining the confidentiality of the CUSTOMER password and agrees that PEARSON has no obligations with regard to the use by third parties of such password. CUSTOMER is entirely responsible for any activity occurring under the CUSTOMER account (and any sub-account) and password. CUSTOMER agrees to notify PEARSON immediately if CUSTOMER has any reason to believe that the security of CUSTOMER data or any password has been compromised.

Should CUSTOMER forget the password, PEARSON will reset it for CUSTOMER at CUSTOMER's request; however, in order to protect the privacy of CUSTOMER and the data of CUSTOMER, PEARSON may require CUSTOMER to provide specific information.

7. Privacy & Security

PEARSON has taken reasonable actions, including use of encryption and firewalls, to ensure that data and information of CUSTOMER is disclosed only to those designated by CUSTOMER, as set forth in the applicable Privacy Policy posted on the aimsweb site. However, CUSTOMER acknowledges that the Internet is an open system and PEARSON cannot and does not warrant or guarantee that third parties will not intercept same.

In accordance with Pearson data privacy and data security policies, customer accounts will be deactivated and all student data, including metadata, will be deleted within thirty (30) days of CUSTOMER'S failure to renew the annual subscription, or Pearson's receipt of written notice that CUSTOMER wants all data to be deleted. Once a CUSTOMER account is deactivated and data deleted, the data is permanently irretrievable and cannot be recovered by PEARSON. Further details regarding PEARSON'S data privacy and data deletion practices are contained in the applicable Privacy Policy posted on the aimsweb website.

8. Server Availability and Scheduled Down Times

PEARSON schedules daily maintenance from 12:00 a.m. to 6:00 a.m. Central Standard Time, Monday through Sunday. In the event a mission-critical maintenance situation arises, PEARSON may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, CUSTOMER may be unable to transmit and receive data. CUSTOMER agrees to accept the risk of such unavailability and to fully cooperate with PEARSON during the scheduled and emergency maintenance periods.

9. Indemnification

To the extent permitted by law, CUSTOMER hereby agrees to indemnify, defend, and hold harmless PEARSON from and against any and all claims, proceedings, damages, liability, and costs (including reasonable attorney fees) incurred by PEARSON in connection with any claim arising out of (i) any breach or alleged breach of any of CUSTOMER obligations set forth herein, (ii) any acts by CUSTOMER, or (iii) MATERIALS or information posted or transmitted by CUSTOMER in connection with the Subscription Service regardless of the type or nature of the claim. CUSTOMER shall cooperate as fully as reasonably required in the defense of any claim. PEARSON reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by CUSTOMER and CUSTOMER shall not in any event settle any matter without the written consent of PEARSON.

PEARSON will hold the CUSTOMER harmless and indemnify the CUSTOMER against any third party claim that the MATERIALS, in the form delivered by PEARSON to the CUSTOMER, infringes or violates any valid United States patents or copyrights of a third party existing at the time of delivery; provided that PEARSON must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. PEARSON's obligations under this Section do not apply to any infringement arising out of the use of the MATERIALS in combination with systems, equipment or computer programs not supplied by PEARSON, or any unauthorized modification of MATERIALS.

10. Limitation of Liabilities and Remedies

THE MATERIALS AND THE SUBSCRIPTION SERVICES (INCLUDING ALL CONTENT, SOFTWARE AND FUNCTIONS) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. PEARSON MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, TITLE, SECURITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, OR UNINTERRUPTED ACCESS. PEARSON DISCLAIMS AND CUSTOMER WAIVES ALL LIABILITY ARISING FROM THE ACCESS, USE AND PRINTING OF THE MATERIALS AND PROVISION OF THE MATERIALS AND THE SUBSCRIPTION SERVICES.

IN NO EVENT SHALL THE LIABILITY OF PEARSON TO CUSTOMER OR ANY THIRD PARTY FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATED TO OR ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO PEARSON DURING THE PRECEDING TWELVE MONTHS. IN NO EVENT WILL PEARSON BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY MATERIALS OR THE SUBSCRIPTION SERVICE EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT ANY CLAIM ARISING FROM USE OF OR ACCESS TO THE MATERIALS PROVISION OF ANY SUBSCRIPTION SERVICES MUST BE MADE WITHIN ONE (1) YEAR OF THE FIRST DATE SUCH CLAIM FIRST ACCRUED OR SHALL BE DISMISSED AS UNTIMELY AND FOREVER BARRED.

THIS LIMITATION OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF DATA RECORDS, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

11. Term and Termination

This Agreement has a term of one (1) school year (August 1 – July 31) and must be renewed each following school years by CUSTOMER for continued service.

Either CUSTOMER or PEARSON may cancel or terminate this Agreement upon thirty (30) days written notice to the other via electronic mail or conventional mail, and all fees for the then-present term of this Agreement shall immediately become fully due and payable.

PEARSON reserves the right to restrict, suspend or terminate CUSTOMER access to the Subscription Services in whole or in part without notice and without liability, with respect to any breach or threatened breach of any portion of this

Agreement. If PEARSON terminates this Agreement based on a breach of any portion of this Agreement, PEARSON reserves the right to refuse to provide Subscription Services to CUSTOMER.

Subject to the PEARSON Privacy Policy, if the Agreement is terminated by PEARSON for reasons other than breach of this Agreement by CUSTOMER, any student data entered by CUSTOMER will be made available to CUSTOMER either through a third party offsite vault storage provider or directly from PEARSON for up to ninety (90) days after termination. Charges may apply.

12. Modifications to License Agreement and Subscription Services

PEARSON reserves the right to modify this Agreement, and the software or policies associated with the Subscription Services and any MATERIALS at anytime without advance notice to CUSTOMER. Any modification shall take effect immediately when same is posted to www.aimsweb.com. CUSTOMER may not assign, sell, distribute, lease, rent, sublicense, or transfer the Subscription Service or the license granted CUSTOMER herein or disclose the Subscription Service to any other person. CUSTOMER continued use of the Subscription Services following any modification shall be conclusively deemed an acceptance of all such modification(s). PEARSON reserves the right to modify, suspend or discontinue the Subscription Services or any portion thereof at any time, including the availability of any functional area of the Subscription Service. PEARSON may also impose limits on certain features and services or restrict CUSTOMER access thereto without notice or liability.

13. Student Data Escrow

CUSTOMER has the ability to export their data at any time. However, PEARSON will produce regular backups of any student data of CUSTOMER and will escrow these backups. Assuming all fees owed by CUSTOMER are current and have been paid, CUSTOMER may request that any of the student data of CUSTOMER be copied to physical data storage media and provided to CUSTOMER. Charges will apply for this service. This service (receiving data) will be available to CUSTOMER only during the term of this Agreement and for a maximum period of three (3) months following the termination or expiration of this Agreement. After the three (3) month period expires, all student data is deactivated and not available to CUSTOMER.

14. Support

At no additional charge, each CUSTOMER may use a comprehensive online customer service and assistance service. PEARSON agrees to exert reasonable efforts to provide customer service to CUSTOMER, as well as toll-free telephone and e-mail support, but each form of support is provided "AS IS" and "AS AVAILABLE" basis and CUSTOMER acknowledges that use of such support is at the sole risk of CUSTOMER. The support services may be changed at anytime without notice to CUSTOMER or may be discontinued in the sole discretion of PEARSON at anytime.

15. Recommended Environment

Any modification, derivative work, translation, or adaptation to the MATERIALS or the Subscription Services by CUSTOMER shall be subject to a royalty-free, non-exclusive, irrevocable worldwide license to PEARSON in and to same. CUSTOMER agrees to promptly report to PEARSON all defects, inconsistencies, or issues arising from the MATERIALS and the Subscription Services. CUSTOMER acknowledges that additional maintenance fees and upgrade costs may accrue in the event that PEARSON provides support for and/or is requested by CUSTOMER to rectify issues related thereto.

16. Student Assessment

The use, accuracy and efficacy of the Subscription Service depend in large measure upon the accuracy and completeness of the data provided to PEARSON by CUSTOMER. CUSTOMER agrees that it will use the MATERIALS, and in particular the basic skill performance tests, protocols, reading passages, testing procedures, testing instructions and all similar documents and information in a manner consistent with this Agreement, and applicable guidelines and directions from PEARSON.

17. Software Documentation Manual

PEARSON provides a variety of documentation manuals in electronic form and PEARSON hereby agrees to permit CUSTOMER to access, use, reproduce, print and distribute each applicable Documentation Manual for the internal training, educational and assessment purposes of CUSTOMER.

18. Acceptance

This Agreement must be accepted by CUSTOMER and PEARSON. CUSTOMER may indicate acceptance of this Agreement by: (1) signing and returning to PEARSON the printed acceptance form; (2) by electronic acceptance indicating that CUSTOMER accepts the Agreement; or (3) by accessing, printing, displaying and/or use of the MATERIALS or ordering any of the packages of Subscription Services. If CUSTOMER submits a purchase order for any products or services covered by this Agreement, CUSTOMER agrees that any pre-printed terms of such purchase order shall not apply or modify this Agreement and that this Agreement shall solely control and govern the transaction and such purchase order shall constitute acceptance of this Agreement.

The laws of the State of Minnesota shall govern this Agreement and the interpretation and issues of enforcement related thereto without regard to any conflicts of laws provisions therein. CUSTOMER agrees to the personal and subject matter jurisdiction of the court sitting in the State of Minnesota. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall be valid and enforceable according to its terms. "aimsweb" and "aimswebPlus" design are trademarks of Pearson Education, Inc.

LICENSE AND SERVICES AGREEMENT

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT BEFORE ACCEPTING BELOW. PROCEEDING WITH REGISTRATION, OR ACCESSING, USING, PRINTING, OR DISPLAYING THE LICENSED PRODUCT(S) AND SERVICES INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER SHOULD DECLINE REGISTRATION AND CUSTOMER MAY NOT ACCESS, USE, PRINT, OR DISPLAY THE LICENSED PRODUCTS(S) AND SERVICES. IN THIS AGREEMENT, ALL REFERENCES TO CUSTOMER SHALL ALSO INCLUDE ITS LICENSED USERS.

1 LICENSED PRODUCT(S) AND SERVICES

- 1.1 This agreement ("License") is entered into by and between the Customer and Service Provider, each referred to herein as a "Party" and collectively as the "Parties," effective as of the date signed by Pearson below ("Effective Date"). The Service Provider is NCS Pearson, Inc., a Minnesota corporation, with corporate headquarters at 5601 Green Valley Drive, Bloomington, Minnesota 55437, United States of America, through its Clinical Assessment division ("Pearson"). The Customer is a person, organization, public entity, business entity or enterprise which: (a) has paid a fee to, or is otherwise authorized by Service Provider, to access and use the Licensed Product(s) and Services, and has conferred the right on certain of its individual employees or agents to be its Licensed User(s); and (b) Customer and its Licensed Users have agreed to be bound by the terms and conditions of this License.

Customer:	
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- 1.2 Licensed Product(s) and Services. The Service Provider has developed certain proprietary products, documentation, software applications and platforms, (the "Licensed Product(s)") which it makes available to Customers via the Internet on a subscription basis, and may include, but not be limited to, additional services related to support, implementation, training, professional development, and other services as offered by Service Provider and ordered by the Customer (the "Services") at the quantities described and the Term indicated in the written Schedule(s) agreed between Customer and Service Provider, which may be listed below, (collectively, the "Licensed Product(s) and Services"). The parties incorporate into this License by attachment or reference the Schedule(s) listed below, if any.

Schedule 1	Review360 Proposal dated
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- 1.3 Term. The initial term for Customer's access to the Licensed Product(s) and Services shall begin on the date that Pearson makes the Licensed Product(s) and Services available for Customer use, and shall continue for a period consistent with the fees paid to Pearson. This License shall end at the expiration of the then-current term, unless the parties mutually agree to renewal, and if so, shall be renewed so long as Service Provider receives the applicable fees for the renewal term prior to the expiration of Customer's then-current Term and Customer complies with the terms of this License. The fees for any such renewal term shall be at Service Provider's then-current rates, unless otherwise mutually agreed in writing.
- 1.4 Fees. The Customer agrees to pay Service Provider, in accordance with Service Provider's invoice terms, the fees charged for the Licensed Product(s) and Services in accordance with this License. The Service Provider agrees to license the Licensed Product(s) and provide the Services, during the Term. The Customer shall pay all applicable local sales and use taxes and/or duties arising from or relating to the transactions contemplated in this License. Proof of tax exempt status must be provided to Service Provider for any order to be treated as a tax exempt transaction. If payment is not made in a timely manner under the terms of the License, Service Provider reserves the right to either suspend or terminate the Customer's access and account at its discretion, and thereafter to collect any amount due and pursue any other remedies that may be available.
- 1.5 License Grant. During the Term of and subject to the terms and conditions of this License, including payment of all applicable fees, the Service Provider hereby grants to the Customer a non-exclusive, non-transferable, limited license and right to use, and permit its Licensed Users to use, the Licensed Product(s) and Services during the Term. Except as expressly stated herein, this License does not grant the Customer any rights, title, or interest in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Licensed Product(s) and Services.
- 1.6 Provision and Access. Service Provider agrees to provide Customer access to and use of the Licensed Product(s) and Services. Service Provider may, in its discretion, from time to time, as determined by Service Provider, add new features, functionality or content to the Licensed Product(s) and Services; limit, modify or discontinue existing features, functionality or content made available with the Licensed Product(s) and Services; or incorporate revisions into the Licensed Product(s) and Services as may be deemed appropriate by Service Provider. All Licensed Product(s)

and Services features, modules, and changes to the Licensed Product(s) and Services provided or made available hereunder, including all future enhancements, will be considered part of the Licensed Product(s) and Services and are subject to, and will be governed by, the terms of this License. Notwithstanding the above, Service Provider in its sole discretion, may issue a New Product. The "New Product" shall mean new products, programs or modules developed by Service Provider that provide features, functions or applications not included in the Licensed Product(s) and Services originally licensed by Customer and for which additional license fees may apply as determined by Service Provider. A New Product may be usable with or in addition to the Licensed Product(s) and Services originally licensed by Customer. New Products will be licensed to Customer under the terms of Service Provider's then-current license agreement only after payment of applicable Fees.

- 1.7 Availability. Service Provider may from time to time perform scheduled maintenance and upgrades on the Licensed Product(s) and Services, and during such periods the Licensed Product(s) and Services may not be accessible. Service Provider will make reasonable efforts to communicate to Customer information regarding such scheduled maintenance and upgrades. Customer acknowledges that the availability of an on-line service is at times dependent on factors beyond Service Provider's control and that there may be non-scheduled periods of unavailability, and Customer releases Service Provider from any and all liability related to or resulting from any scheduled or non-scheduled periods of unavailability.

2 INTELLECTUAL PROPERTY RIGHTS

- 2.1 Ownership. The Service Provider owns or licenses all intellectual property and proprietary rights in the Licensed Product(s) and Services, including all copyrights, patents, trademarks, trade secrets, work product, data, and all other proprietary and intellectual property rights in existence now or arising in the future in and to the Licensed Product(s) and Services, and any enhancements to the Licensed Product(s) and Services thereof, with such rights protected by copyright, trade secret, and other intellectual property laws.
- 2.2 U.S. Government Restricted Rights, applicable if Customer is U.S. government. If Customer is the United States Government or any agency or instrumentality thereof, the Licensed Product(s) and Services are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government of the Licensed Product(s) and Services are subject to restriction as set out in: (a)(c)(1)(ii) of the Rights in Technical Data and Computer Information clause at DFAR 252.227-7013 (October 1988), if You are subject to Department of Defense Federal Acquisition Regulations; or (b) FAR 52.227-19 (June 1987), if You are not subject to the DFAR. Licensed Product(s) and Services is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product(s) and Services only with those rights set forth herein.
- 2.3 Third Party Providers. Customer also may be subject to additional terms and conditions that may apply when Customer uses affiliated services, third-party content or third-party software. The Customer acknowledges that the Licensed Product(s) and Services may enable or assist Customer to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Service Provider makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Service Provider. The Service Provider recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Service Provider does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Licensed Product(s) and Services.

3 CUSTOMER'S OBLIGATIONS

- 3.1 Use and Conduct. Customer shall not, and shall not permit its Licensed Users to: (a) do anything to infringe upon, harm or take any action contrary to, or that would diminish the validity of, any ownership rights in the Licensed Product(s) and Services; (b) introduce any computer virus or other code or routine intended to disrupt, monopolize, flood, damage, alter, or delete any information into the Licensed Products(s) and Services, (c) remove or alter any copyright, trademark or patent notices that appear on any portion of the Licensed Product(s) and Services; (d) copy, rent, lease, sublicense, distribute publicly, modify, create derivative works, or otherwise commercially exploit the Licensed Product(s) and Services; (e) modify, alter, enhance, delete, or reproduce any portion of the Licensed Products(s) and Services, (f) reverse engineer, decompile, disassemble or otherwise reproduce Licensed Product(s) and Services, or (g) otherwise act in a fraudulent, tortuous, malicious, illegal, or grossly negligent manner. Customer's

rights in Licensed Product(s) will be limited to those expressly granted herein, and Service Provider reserves all rights not expressly granted in this document.

- 3.2 Customer Content. The Customer or its Licensed Users shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and any content provided to Service Provider. To the extent that the Licensed Product(s) and Services allows Customer to input or post any Customer Data and other content, Customer will not input or post any Customer Data and other content that (a) infringes any patent, copyright, trade secret or other proprietary right of any other party, or is (b) indecent, obscene, libelous, slanderous, illegal, or otherwise inappropriate. Customer acknowledges and agrees that Service Provider may delete, or require Customer to delete, any such inappropriate content from the Licensed Product(s) and Services upon determining in its sole discretion, or upon receiving notice from Customer or any third party of any claim, that such content is infringing upon the intellectual property rights of a third party, or that such content is indecent, obscene, libelous, slanderous, illegal, or otherwise inappropriate.
- 3.3 Access; Passwords. Customer acknowledges and agrees that, by granting user identifications and passwords, Customer controls, defines and manages access to all Customer Data and related records and data that will be used within the Licensed Products(s) and Services. Service Provider shall provide Customer with the ability to generate passwords and/or user identifications, which shall be used by Customer to provide access to the Licensed Products(s) and Services. Customer will instruct its Licensed Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that Customer's data security may be compromised if Licensed Users do not follow appropriate security procedures to maintain the security of the Licensed Products(s) and Services, including, without limitation, maintaining the confidentiality of User names and passwords, frequent changing of passwords, creation of appropriate passwords, and maintaining appropriate internal controls to monitor access to and use of the Licensed Products(s) and Services. Customer will promptly report any security concerns to Service Provider through Service Provider's technical support line. Customer will secure all necessary prior parental and student consents (if any are required) for the collection, storage and use of education records and personal information within the Licensed Products(s) and Services.
- 3.4 Compatible Platforms/Hardware. Customer is responsible for meeting hardware, operating system, and other technical requirements necessary to properly access the Licensed Products(s) and Services. Service Provider will not be responsible for any incompatibility between the Licensed Products(s) and Services and any ISP or any versions of operating systems, hardware, browsers or other products not specifically approved by Service Provider for Customer's use with the Licensed Products(s) and Services. Service Provider will make written requirements available to Customer at Customer's request. Customer is responsible for providing the necessary environment and equipment to access the Licensed Products(s) and Services, including access to the Internet.

4 CUSTOMER DATA; DATA PRIVACY AND SECURITY

- 4.1 Definition and Ownership. "Customer Data" shall mean all data input by Customer into the Licensed Product(s) and Services, whether input by Customer, its Licensed Users, or by the Service Provider on the Customer's behalf, that pertains to Customer or its Licensed Users. All Customer Data submitted by Customer to Service Provider, whether posted by Customer or by its Licensed Users, or the Service Provider on the Customer's behalf, is and shall remain the sole and exclusive property of Customer or its Licensed Users.
- 4.2 Customer Data. Service Provider is provided a limited license to Customer Data to collect, process, store, generate, and display Customer Data to the extent necessary in the providing of the Services. Service Provider will not access data entered by Customer in the course of using the Licensed Product(s) and Services, except in the following limited circumstances: (a) to provide Customer with technical support, solely at Customer's request and with Customer's permission; (b) on a limited-access basis to install updates or produce regular backups; (c) on an anonymous, aggregated basis only, provided that we use non-personally identifiable statistically aggregated data raw response data and other information collected for our development, research, quality control, operations management, security and internal marketing purposes, and to enhance, develop or improve the Licensed Product(s) and Services, and if non-identifiable data is provided to our researchers, developers and contractors, they shall be equally committed or obliged to protect such information, and d) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order.
- 4.3 Family Educational Rights, and Privacy Act (FERPA), if applicable to Customer. In order to ensure that Service Provider's Customers are in compliance with FERPA, Service Provider shall not use personally identifiable student data in any manner other than as required to fulfill performance of the services to the Customer for the Licensed Product(s) and Services. Service Provider will not disclose that data to any person or entity other than as authorized by the Customer or to comply with any valid legal requirements.

- 4.4 Data Privacy and Security. Without limiting Service Provider's obligation of confidentiality herein, Service Provider shall maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.
- 4.5 Server Locations, U.S. and Canada: Service Provider serves U.S. and Canadian Customers through servers located in the Customer's respective countries, as follows: (a) For Customers located in the U.S., the Customer Data under this License are stored on Service Provider's servers located in Iowa City, Iowa, in the United States of America, and accessible only by authorized employees, agents and contractors of Service Provider. Service Provider takes numerous measures to maintain the security and confidentiality of Customer Data including provision of secure hosting facilities for the storage of Customer Data that use encryption and/or physical security measures, as well as firewall protection and restricted, password protected access. (b) For Customers located in Canada, the Customer Data under this License are stored on Service Provider's servers located in Toronto, Ontario, in Canada, and accessible only by authorized employees, agents and contractors of Service Provider. Service Provider takes numerous measures to maintain the security and confidentiality of Customer Data including provision of secure hosting facilities for the storage of Customer Data that use encryption and/or physical security measures, as well as firewall protection and restricted, password protected access.
- 4.6 Customer Data Escrow. Any Customer Data entered by Customer is made available to Customer through the Licensed Product(s) and Services. Customer has the ability to export its data at any time. In addition, if at any time Customer decides to discontinue use of the Licensed Product(s) and Services, Customer Data will be destroyed and removed from all servers and Customer will be offered the option of receiving a copy of all such data prior to its destruction.

5 CONFIDENTIALITY

- 5.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this License. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 5.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this License. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this License.

6 WARRANTY; LIMITATION OF LIABILITY

- 6.1 Disclaimer of Warranties. PEARSON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PEARSON DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT(S) AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT(S) AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT(S) AND SERVICES WILL BE CORRECTED. FURTHERMORE, PEARSON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT(S) AND SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CUSTOMER.
- 6.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, LICENSED PRODUCT(S), THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED; HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS LICENSE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO SERVICE PROVIDER HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT(S) OR SERVICES ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF SERVICE PROVIDER EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO

SERVICE PROVIDER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.

7 TERMINATION

- 7.1 Either Party shall have the right to terminate this License in whole or in part, without cause and for convenience upon ninety (90) days written notice to the other Party. In addition, either party shall have to the right to terminate this License, in whole or in part, if the other party breaches any of its obligations under this License. To terminate this License, the non-breaching party shall provide written notice of breach to the breaching party. The breaching party shall have 30 days from receipt of such notification to cure such breach. In the event such breach is not cured within such 30 day period, either party may provide the other party written notice of termination of this License. In the event of any termination of this License, Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. Notwithstanding the above, there shall be no cure period for Customer's breach of Service Provider's Intellectual Property Rights under this License. If this License is terminated or expires for any reason, Service Provider will allow Customer access to Licensed Product(s) for not more than thirty (30) days for the sole purpose of exporting Customer's Data.

8 INDEMNIFICATION

- 8.1 To the extent a Party is permitted by law to do so, each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, affiliates, agents, contractors, and employees, from any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or relating to any act, error or omission, negligence, or misconduct of the Party in connection with its obligations and performance under this License, provided that the indemnifying Party is given prompt notice of any such claim and being given the opportunity to control the defense of the claim.
- 8.2 The Service Provider shall indemnify and defend the Customer, and its officers, directors, affiliates, agents, contractors, and employees, against any claim that the Licensed Product(s) and Services, in the form delivered by the Service Provider to the Customer, infringes any patent, copyright, or trade mark of a third party existing at the time of delivery, provided that: (a) the Service Provider is given prompt written notice of any such claim; (b) the Customer provides reasonable co-operation to the Service Provider in the defense and settlement of such claim, at the Service Provider's expense; and (c) the Service Provider is given sole authority to defend or settle the claim. In no event shall the Service Provider be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Licensed Product(s) and Services by anyone other than the Service Provider; or (b) the Customer's use of the Licensed Product(s) and Services in a manner contrary to the instructions given to the Customer by the Service Provider.

9 GENERAL PROVISIONS

- 9.1 Independent Contractor. Each Party and its employees are independent contractors and not employees of the other Party. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Neither party will have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever.
- 9.2 Force Majeure. Neither Party shall be held liable to the other Party for delays or failure of performance where such is caused by supervening conditions beyond that Party's control, including acts of God, civil disturbance, war, riot, fire, flood, strikes or labor disputes. The delayed party shall use its best efforts to minimize the delays so caused, and notify the other party promptly upon the occurrence of any such event, and inform the other party of its plans to resume performance. If any provision of this License is invalid or unenforceable under any applicable statute or rule of law, this License shall be enforced to the maximum extent possible to effectuate the original express intent of the Parties.
- 9.3 Counterparts; Entire Agreement. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature. This License, including any incorporated Schedules, constitute the complete and entire agreement between the Parties, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. This License shall not be modified or amended without the written agreement of both Parties.
- 9.4 Headings; Severability; Waiver. Section headings are used for convenience only and shall not affect the scope, meaning, or intent of this License or any provisions herein. If any provision of this License is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this License shall remain in full force and effect. The failure by one party to require performance of any provision shall not affect that party's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

- 9.5 Assignment. This License or any of the rights granted by this License may not be assigned, in whole or in part or otherwise delegated, conveyed, pledged or transferred by Customer to any third party without the prior written consent of Service Provider. Any attempted assignment, transfer, or delegation without such consent shall be void.
- 9.6 Notices. Any and all notices shall be sent by U.S First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid). In the case of notices to Service Provider, such notices shall be sent to: NCS Pearson, Inc., 5601 Green Valley Drive, Bloomington, Minnesota 55437 Attn.: Clinical Assessment Contracts. In the case of notices to Customer, such notices shall be sent to Service Provider's address of record for Customer. Either party may change its notice address by notifying the other in like manner.
- 9.7 Governing Law. This License and any claims arising from or related to this License shall be governed by and construed in accordance with the laws of the State of Minnesota, and the federal laws of the United States of America. The State and Federal courts in Minnesota will have exclusive jurisdiction over any controversy relating to this License. All issues involving Copyright, Trademark, and Patent will be construed in accordance with the laws of the United States. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

IN WITNESS WHEREOF, the parties hereto have caused this License to be duly executed and effective as of the Effective Date above written.

CUSTOMER	SERVICE PROVIDER
	NCS Pearson, Inc.
	through its Clinical Assessment division
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SUBSCRIBER AGREEMENT Terms and Conditions of Use

The authorized purchaser (the "Subscriber") hereby agrees to this Subscriber Agreement (the "Agreement").

1. WriteToLearn™ (the "Service") is a web-based service offered by NCS Pearson, Inc. ("Pearson") providing automated assessment of summaries and essays and reporting for students and teachers through use of a writing skills and reading comprehension development tool.
2. Subscriber is granted a limited, non-exclusive, non-transferable, revocable license, for a subscription period consistent with the fees paid by Subscriber, permitting authorized individuals (the "Users"), identified by Subscriber, access to the Service.
3. Subscriber will ensure that Users meet the then-current minimum hardware and software requirements for using the Service, and is responsible for configuring its computer systems so that they interface properly with the Service. Copies of Pearson's minimum hardware and software requirements for using the Service are available upon request. Subscriber acknowledges and agrees that these minimum hardware and software requirements are subject to change over time as operating systems, browsers, and other technologies evolve. Pearson shall have no obligation to Subscriber in the event that Subscriber is unable to access the Service due to a failure to maintain an operating environment consistent with Pearson's then-current minimum hardware and software requirements.
4. Subscriber's additional responsibilities are as follows:
 - a. Issue to its Users unique access ids and passwords after WriteToLearn teacher accounts have been established.
 - b. Disseminate information to Users regarding access to and use of the Service.
5. Subscriber agrees to take all necessary precautions regarding the privacy of User information, essays, and score data. Subscriber is responsible for obtaining any parental consent that may be required under applicable laws in order to provide student identifying data to Pearson. Pearson agrees to exercise commercially reasonable efforts to maintain as confidential and use solely as necessary for purposes of performing this Agreement all Subscriber data that is disclosed to Pearson or is stored on servers hosting the Service. Such commercially reasonable efforts shall include the use of commercially available encryption technology for transmission of Subscriber data and the use of commercially available password protection technology within the Service; however, Subscriber acknowledges that user identifications and passwords to access its data will be controlled and managed by the Subscriber and not by Pearson.
6. Subscriber authorizes Pearson to use non-personally identifiable student assessment results on an aggregated basis for research and analytical purposes.
7. Pearson will provide a User manual in electronic format containing Service information.
8. The Service will generally be available to Users on a 7x24 basis; however, Subscriber acknowledges that Pearson may take the Service down from time to time to perform maintenance or upgrades. In addition, Subscriber acknowledges that from time to time the Service may be inaccessible or inoperable due to errors or causes beyond the control of Pearson or which are not reasonably foreseeable by Pearson, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Pearson will use commercially reasonable efforts to perform scheduled maintenance and/or upgrades at times when usage of the Service is generally low, and to minimize any disruption, inaccessibility and/or inoperability of the Service caused by Downtime.
9. Pearson will maintain and provide Subscriber with access to essay and score data for Subscriber's current contract period. It is Subscriber's responsibility to preserve essay and score data from previous contract periods or for archival purposes.
10. The Service is offered by Pearson under two subscription pricing models. If Subscriber is licensing the Service under Pearson's per-student subscription model, each registration of a student to use the Service will use up one of Subscriber's paid registrations. Pearson will monitor the number of registrations and notify Subscriber when remaining unused registrations reach a low point. The Service will be unavailable for additional registrations when all of the Subscriber's registrations have been used. Once assigned to a particular student, student subscriptions cannot be transferred from that student to a different student. If Subscriber is licensing the Service under Pearson's concurrent user subscription model, then the number of students using the Service at any given time will be limited to the number of concurrent user subscriptions licensed by the Subscriber.

11. WriteToLearn subscription fees must be prepaid. These fees are based on the number of subscriptions (whether per-student registrations, when using the per-student subscription model, or concurrent user subscriptions, when using the concurrent user subscription model) being purchased by Subscriber. All fees are payable within thirty (30) days of invoice date. Applicable taxes will be applied at time of invoicing. Any unused subscriptions at the end of Subscriber's period will be forfeited. For the per-student subscription model, the number of subscriptions ordered may be increased at any time during the contract period at the request of Subscriber. These increased subscriptions will be assigned to the total number of current subscriptions; however, the contract period will not be extended with the additional subscriptions on an existing contract. For the concurrent user subscription model, added subscriptions may run for different subscription periods than the original subscriptions. In all cases, additional subscriptions will be calculated at the prevailing contract rate. Renewal rates will be at Pearson's current prices at the time of renewal.
12. This Agreement is effective on the date that the Service has been set up by Pearson and made available to Subscriber to use, and will remain in effect up to the last business day of the final month of the contract period. Pearson may terminate this Agreement by providing Subscriber with written notice in the event that Subscriber fails to pay the fees which are deemed payable, fails to abide by the restrictions on the use and disclosure of the Service, or breaches any other term or condition of this Agreement. Subscriber may terminate this Agreement by providing sixty (60) days written notice to Pearson. Fees paid are non-refundable. The terms of this Agreement shall continue to apply to any renewal of Subscriber's use of the Service, unless Pearson supplies updated terms to Subscriber in connection with such renewal, in which case such updated terms shall apply.
13. Subscriber is responsible for the actions of its Users. The Service may not be used for any purpose except as expressly permitted by this Agreement. Subscriber may not resell, assign, or otherwise transfer this Agreement or its rights or obligations hereunder.
14. Pearson will retain ownership of all intellectual property rights pertaining to the Service, including the WriteToLearn software, the Pearson essay topics, and all related documentation, as well as any other Pearson material, software programs and associated techniques, concepts, and methodologies (collectively known as "Intellectual Property") that may be used to provide the products and services under this Agreement.
15. **DISCLAIMER OF WARRANTIES: PEARSON WILL USE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE PERFORMANCE OF THE SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. HOWEVER, PEARSON DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. PEARSON DOES NOT WARRANT THAT THE SERVICE OR SUBSCRIBER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. PEARSON CANNOT CONTROL THE FLOW OF DATA TO OR FROM PEARSON'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT USERS' AND/OR PEARSON'S CONNECTIONS TO THE INTERNET.**

- 16. LIMITATION OF LIABILITY: PEARSON WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. PEARSON'S LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF THIS CONTRACT WILL BE LIMITED TO ACTUAL, DIRECT DAMAGES ONLY, NOT TO EXCEED THE TOTAL AMOUNT OF MONEY PAID BY SUBSCRIBER TO PEARSON FOR THE SERVICE, OR OTHER ITEM OR MATERIAL ON WHICH THE CLAIM IS BASED, DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY.**
17. Force Majeure: Pearson will not be liable for any failure to fulfill its obligations hereunder due to causes beyond its control. However, if Pearson's performance is delayed for a period in excess of sixty consecutive days, then Subscriber may terminate this Agreement upon written notice and receive a refund of any unused subscription fees (calculated on a prorated basis from the date of termination through the remainder of Subscriber's applicable subscription period).
18. This Agreement will be construed under the laws of the State of Minnesota, without regard to its conflict of laws provisions.
19. This Agreement constitutes the complete agreement between Pearson and Subscriber.

EXHIBIT F

Pearson Clinical Information Security Controls Summary



Information Security Controls

Summary of Information Security Controls: Alignment w/NIST SP800-53r4

PEARSON CLINICAL

Pearson Assessments Information Security Office

William L. Wells, CISSP, CISA, CISM, CRISC, CIPP/IT

July 17, 2019

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Information Security Controls: Alignment w/NIST SP800-53r4

Overview

This document provides an overview of the information security controls and control environment for the Pearson Clinical assessments systems, Q-interactive and Q-global; and does so in the context of their alignment to the National Institute of Standards and Technology's (NIST) Special Publication 800-53 revision 4 (SP800-53r4).

Background

Pearson Clinical's information security program is governed by Pearson's Corporate Information Security Office (CISO) and supported directly by the Pearson School Assessments Information Security Office (AISO). The information security program is currently aligned to the ISO/IEC 27001 information security standards.

Recognizing the growing market demand for the adoption of NIST-aligned information security programs, Pearson Clinical and Pearson School Assessments, have begun a 3-year initiative to shift the focus of the information security program to align more closely to the NIST SP800-53r4 catalog of controls.

The intent of this document is to provide an overview of our information security controls as they relate to the SP800-53r4 catalog and the 18 families of security controls. Below is a table that lists the families and their two-letter identifier.

TABLE 1: SECURITY CONTROL IDENTIFIERS AND FAMILY NAMES

ID	FAMILY	ID	FAMILY
AC	Access Control	MP	Media Protection
AT	Awareness and Training	PE	Physical and Environmental Protection
AU	Audit and Accountability	PL	Planning
CA	Security Assessment and Authorization	PS	Personnel Security
CM	Configuration Management	RA	Risk Assessment
CP	Contingency Planning	SA	System and Services Acquisition
IA	Identification and Authentication	SC	System and Communications Protection
IR	Incident Response	SI	System and Information Integrity
MA	Maintenance	PM	Program Management

The 18 Families of Information Security Controls

AC – Access Control

As established by policy, access to information assets is strictly controlled. Users are granted access to systems and data based on their business need and limited to the least level of privilege necessary to perform their job functions. Prior to granting access, approval must be obtained from appropriate system and data owners. Access is enforced at multiple levels of the technology stack, including network, operating system, application, and database layers, as well as points of integration between applications. Information flow control is made possible through software-defined networking controls available to our applications hosted in the Amazon Web Services cloud. Segregation of duties is implemented through the use of role-based access and unique user IDs. And if a user exceeds the allowed number of logon attempts, the account is automatically locked.

AT – Awareness and Training

As a matter of policy, all members of the workforce are required to complete annual information security and data privacy training. In addition to the training sponsored by the CISO, additional training is provided on focused topics as needed. New workforce members are required to complete the information security and data privacy training before being given access to confidential information, which includes, Pearson proprietary information and customer data.

AU – Audit and Accountability

All systems are required, by established policy, to implement audit logging with a defined set of auditable events. The logging policy prohibits the inclusion of personal identity information (PII) in audit logs, requiring tokenization or other equally effective methods of obfuscation for those occasions when business need demands its inclusion. Audit logs entries are time- and date-stamped using the system date and time as synchronized with network time protocol (NTP) servers and they are secured against tampering and repudiation. As a matter of policy, information security-related logs are kept for 1 year, unless dictated otherwise by customer contract or regulatory requirements—HIPAA, for example.

CA – Security Assessment and Authorization

Established policy requires risk assessments to be performed at least annually. The risk assessments are aligned to the NIST SP800-53r4 catalog of controls and are intended to identify gaps or weaknesses in the information security controls required. Additionally, certain systems are subject to annual Service Organization Control 2 (SOC 2) audits performed by external auditors. In addition to risk assessments and audits, certain key systems are also subjected to annual penetration testing. Findings from the assessments, audits, and penetration tests, if any, are reviewed by appropriate subject matter experts to confirm the gap or weakness. Once confirmed, the risk is quantified and presented to management stakeholders for dispositioning.

As a general statement, any findings rated “Medium” or higher are assigned target dates for remediation and resources are assigned accordingly.

CM – Configuration Management

Our approach to configuration management leverages features and functions available on the AWS cloud hosting platform. Server instances are built using standardized base images that contain the operating system and other platform-specific installations. In this manner, a baseline configuration is in place that are maintained and version-controlled. Change control is implemented via a release engineering pipeline that goes through multiple test cycles as new code moves through the development, test, staging, user acceptance...and other environments before being approved to be pushed to the production environment. Changes to production must be approved and are deployed by the release engineering team.

CP – Contingency Planning

Our contingency planning for systems hosted in the AWS cloud reflects the enhanced resiliency inherent to the hosting platform. In a traditional brick-and-mortar datacenter, solutions that provide fault-tolerance and high availability are often cost prohibitive. By contrast, such features in the AWS cloud are provided as standard functionality, without the prohibitively high cost of standing up fault-tolerant solutions (read: buying duplicate hardware, installing and maintaining it, facilities costs...and so on). As a result, are systems are **disaster resilient**.

IA – Identification and Authentication

Established, documented policy requires users to be uniquely identified and that systems authenticate users before allowing access. Upon user ID assignment and provisioning, users are required to set their password during initial sign-on. The password must meet defined complexity and strength requirements. Passwords are stored as one-way, irreversibly encrypted (hashed) values. Where risk and/or business need dictates, workforce users are required to setup and use multi-factor identification.

IR – Incident Response

Defined incident response processes exist, including defined roles, workflows, and actions for responding and gathering relevant forensic information. All workforce members are provided training on their responsibility to promptly report known or suspected information security violations. The process pulls in a multi-disciplinary core team of experts to facilitate, manage, and coordinate all activities associated with the response effort. This core team is comprised of technical subject matter experts, business stakeholders, legal counsel, and information security. Other specialists are pulled in as needs of the incident dictate. The response process, though not a single-threaded process, in general flows as follows:

- Notification/Detection

- AISO Triage & Confirmation
- IR Core Team Formed
- Scope Determined
- Remediation
- Notification
- Post-Incident Review

MA – Maintenance

Information technology hardware maintenance is the purview of AWS, our cloud services provider. AWS holds multiple security certifications, a list of which can be found here: <http://aws.amazon.com/compliance/programs>.

Application maintenance varies by application, and all such changes are captured through change management processes. Change management verifies approvals have been obtained and all tests have been completed.

For those rare occasions requiring vendor-provided maintenance or support of the applications and underlying platforms, the changes are included in established change management processes. Any tools or devices brought on-site are vetted for appropriate security controls and are not allowed to connect to the internal network.

MP – Media Protection

As a matter of policy, media containing confidential information must be encrypted and access to the media restricted to authorized personnel. Media that is transported must be encrypted. Where encryption is not feasible/practical, the media must only be transferred by an authorized Pearson employee; or by an approved commercial courier that assures complete, documented chain of custody during the entire transportation process.

Also as a matter of policy, media sanitization is required prior to the transfer of ownership, discarding, scrapping, or repurposing. Sanitization methods must make the data unrecoverable by any means.

PE – Physical and Environmental Protection

Physical and environmental protections are, in large measure, the purview of our hosting services provider, AWS. Since the systems are hosted in the AWS cloud, no information technology equipment that is critical to the operation of our applications are hosted outside of AWS.

AWS datacenters are hosted in secure, undisclosed locations. More information about AWS security certifications and compliance can be found at:

<http://aws.amazon.com/compliance/programs> and
<https://aws.amazon.com/compliance/data-center/data-centers/>.

With regard to Pearson facilities, access is controlled security guards at the main

entrances and/or proximity ID badges. Visitors are required to sign-in, provide a picture ID to verify identity, and must be escorted at all times by Pearson personnel. Video cameras monitor secure areas of the facility, in addition to entrance/exit points to the facilities.

PL – Planning

Information security planning is embodied in Pearson's *Information Security Management and Governance Policy*, which, among many other things, requires system architecture standards; security requirements definition activities on projects; policy documentation creation, maintenance, and dissemination; and a process for handling exceptions to security requirements for those situations where it is not feasible or practical to implement them. Security exceptions are reviewed and, based on risk, dispositioned by senior leadership.

PS – Personnel Security

Prior to being hired or otherwise engaged as contractors, personnel must submit to a criminal background check, in addition to rigorous interview- and credentials-based review. Upon termination, access to systems is promptly removed. Where members of the workforce change positions and job responsibilities, access and permissions are adjusted accordingly. All employees are required to sign confidentiality agreements prior to their first day of employment.

RA – Risk Assessment

Consistent with Pearson's information security policies, internal risk assessments are performed at least annually on key/critical systems. In addition, external Service Organization Controls 2 (SOC 2) audits are conducted annually on certain key/critical systems. Vulnerability scanning occurs on multiple levels of the technology stack, including dynamic application security testing (DAST), static application security testing (SAST), network vulnerability scanning, and specialized security analysis and review based on business need and identified potential risk.

SA – System and Services Acquisition

Policies and supporting processes are in place for ensuring security capabilities within acquired systems and services. New vendors must be on-boarded as an approved supplier and all are required to complete a security review process, as well as agree to data privacy protections. An extensive NIST-aligned questionnaire is used as a method of collecting detailed information security controls information. The questionnaires are reviewed, risks identified and communicated to appropriate leadership for dispositioning.

Software development follows an Agile-based system development lifecycle (SDLC) and a similar rigor is in place regarding infrastructure services and support. A change management process is in place that requires all changes to be reviewed, tested, and approved prior to publishing to production environments. As a general principle, we adhere to AWS best practices and guidelines, ensuring our implementation of AWS cloud services is consistent with industry-recognized standards of security

management and data privacy configurations.

Our development and infrastructure teams collectively hold over 70 professional certifications in the areas of AWS Architecture, AWS DevOps, AWS Development, Splunk Log Management, Jenkins Deployment, Java Development, Data Science Analytics, Information Security, Information Privacy, Project Management, and Agile Scrum Mastery. Because of our technical teams' well-established experience and credibility as technology professionals, our more senior level technology and security staff regularly sit on discussion panels and speak at local, regional, and national conferences.

SC – System and Communications Protection

One of the many benefits of using cloud-based hosting services are the protections available to mitigate risks associated with distributed denial of service (DDoS) attacks and other similar attacks designed to disrupt service and violate system integrity. Pearson uses AWS Shield and Shield Advanced to protect against such attacks. The software defined network capabilities of AWS provide the ability to define system boundaries at a more granular level than can often be achieved in traditional brick-and-mortar datacenters. All transmissions over internal and external networks are encrypted using AES encryption. Both network-level IP/Port restrictions and identity-based access controls are used to deny unauthorized traffic to confidential data and information. Cryptographic keys are managed using AWS's key management service (KMS), which ensures the keys are secure against unauthorized access. In short, information security controls are implemented at multiple levels of the technology stack, ensuring the security of systems and communications.

SI – System and Information Integrity

Our information systems are required to include dynamic and static vulnerability scanning of application code. Also required, is host-based scanning of the environment where the applications are running. Further, we perform vulnerability scans of open source software (OSS). Annual penetration tests are performed to ensure our systems remain hardened and resilient against cyberattacks. And as noted previously, these are in addition to security features and configuration options that are employed at multiple levels of the technology stack.

PM – Program Management

Management of the information security program is a collaborative effort between the Pearson Corporate Information Security Office (CISO), the Assessments Information Security Office (AISO), technical subject matter experts across a litany of professional disciplines, and business management and stakeholders.

A three-year initiative was kicked off in 2019 that is designed to shift our security controls focus from one that is ISO/IEC-based to one that is based on the NIST information security catalog of controls (SP800-53r4). This decision was made to remain current with industry information security best practices in the markets we serve.

Our AISO organization manages the day-to-day functions and operations of the information security function within the business unit and leverages the tools, technologies, and methods promulgated by Pearson's CISO. Part of this includes participating in and interacting with information security groups and associations, locally, regionally, nationally, and globally.

The AISO also ensures focused and line-of-business-specific security and data privacy training is provided to the workforce to ensure local the regulatory requirements of the jurisdictions in which we are operated are communicated appropriately. Further, topics of security training are created to address the security requirements set forth in contracts—ensuring specific customer requirements are included in employee training.

The program is reviewed continuously and at the top of each year, strategic planning takes place to ensure all aspects of information security program management are addressed in a considered, appropriately comprehensive manner. Policies and standards are reviewed at least annually and updated as needed, based on changes and evolutions in the cybersecurity and threat landscape.

EXHIBIT G

Privacy Policy

aimswebPlus

SSIS Social-Emotional Learning Edition on Review360

WriteToLearn

aimswebPlus PRIVACY POLICY

YOU ARE REQUIRED TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

Before using the aimswebPlus product and services (Site) please read this Privacy Policy and the Terms of Use for this Site carefully. By using this Site and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for this Site. If you have any questions concerning this Privacy Policy or the Terms of Use for this Site, please contact Pearson at info@aimsweb.com.

Introduction

This Privacy Policy will tell you, as of the "Last Revised" date set forth at the end, what information Pearson collects, how we use that information, what choices you have concerning how such information is used and how we protect the information.

Please remember that any information (including personal and business information) that you post or otherwise reveal in a public forum (such as a bulletin board, message board or product discussion forum) is not subject to this Privacy Policy and will be seen by third parties not related to Pearson and may be used by them to contact you or for unauthorized purposes. In addition, if you link to a third party site from a Pearson site, any information you reveal on that site is not subject to this Privacy Policy. You should consult the individual privacy policies for each site you visit.

Purpose of this Site

aimswebPlus is an efficient and effective assessment, data management, and reporting system for grades K-8 that supports multi-tiered instructional models. aimswebPlus is designed to universally screen and progress monitor. aimswebPlus allows teachers and administrators to capture, manage, and report assessment data in one web-based system. It includes assessment programming; extensive reporting and monitoring tools designed for use by Education Agencies and School District and School authorized staff ("Educators").

The Educational Purpose of the aimswebPlus features for Educators is to (a) benchmark students; (b) monitor student progress and intervene; (c) provide information to Educators on student progress. The aimswebPlus reporting feature can be used by Educators to provide reports to parents and students. Pearson collects and uses personal student data through this Site only to the extent required to monitor student progress and provide appropriate remediation and curriculum guidance to Educators.

Access

Access to the aimswebPlus Site is restricted by password to Educators only authorized by the school, district, or State Department of Education ("Educational Institution") sponsoring the product. Educational Institutions are responsible for authorizing Educator access to this Site and maintaining all access information. No parent or student access is authorized through this Site.

Information Collection and Use

Educational Institution Personnel. To create a record for a student the following information must be collected from Educators through this Site: student's name, grade, birth date, gender, student identification number, district, school, service code, ethnicity and free and reduced lunch status. The following additional information may be collected: Entry Grade, IEP, ESL, Section 504, After School, Correctional, Summer School, IDEA, Gifted/Talented, Intervention Level, Mobility, Behavior Disorder, Federal Disability Categories.

Upon initial login by an Educator the following personal information may be collected: name, school district, address, phone number, and email. If Pearson receives inquiries or emails about or through this Site from Educators, Pearson may keep a record of the email, correspondence and comments, including the individual's name, school district or organization name and email address in order to reply to the communication, perform Site support and issue resolution and maintain business records concerning this Site.

Student Data: Students cannot access aimswebPlus. Any required student testing is conducted in a separate test platform, TestNav. Once a student completes testing in TestNav the student testing data is transferred to aimswebPlus. The student data collected in AimswebPlus will be used by Educators to assess student progress and provide necessary intervention and remediation appropriate for the specific student. Student testing data can be reported to Parents as a pdf file extract from aimswebPlus.

Parents and Students: Pearson cannot collect personal information directly from parents or students through this website. Parents and Students will not have login or access to AimswebPlus. Parents and Students may receive PDF report extracts from an Educator.

Parents and students should direct all inquiries related to this Site to their School or School District.

Information Access and Correction

Only an authorized Educator may enter data on a student's record through this Site. An authorized Educator may review the student record on this Site, make

student record changes, review available assessment reports and otherwise review data for that student. An Educator may contact Pearson at info@aimsweb.com if the Educator believes there may be an issue with a student record, a report or encounters any issues in accessing or correcting information through this Site.

Information Use or Disclosure

Pearson will use the data provided by Educators through this Site to provide student specific remediation and intervention, create reports and records concerning students, provide targeted curriculum and perform other contractual obligations for the Educational Institution.

Except for the limited exceptions set forth below, Pearson will not share with, or disclose to, third parties, the names of users, students or other personally identifiable information collected through or in connection with this Site. Pearson may, however, use or disclose personally identifiable information:

- As requested or required by the Educational Institution in support of the Educational Purpose.
- In response to subpoenas, court orders or legal process, and as otherwise required by law;
- To protect student or user security, or the security of other persons, consistent with applicable laws;
- In connection with the sale, joint venture or transfer of some or all of the assets of NCS Pearson, Inc., subject to written approval from the Educational Institution; and/or
- To affiliated companies and contractors providing services for the Assessment Program who are obligated to take appropriate commercially reasonable steps to maintain the confidentiality of such information and use it solely for the purposes specified in this Privacy Policy.

Non-personally identifiable aggregated information collected through this website may be used for quality assurance and for research and development and may be disclosed to third parties in non-personally identifiable form upon receipt of written approval from the Educational Institution.

Security and Confidentiality

Subject to the other provisions of this Privacy Policy and contractual obligations, Pearson will take commercially reasonable steps to maintain the confidentiality of all personal information and student records collected and managed through this Site. For example, this Site currently uses industry-standard SSL-encryption to protect user account and password information and uses a secure connection to Pearson servers, which are protected by firewalls to prevent unauthorized break-ins. The administrative system and authentication mechanisms are protected

through the use of SSL encryption of data transmitted via HTTP. As other security methodologies become commercially available, Pearson may change its current security systems processes or substitute these systems with other security systems or processes.

Every Pearson employee is trained on our privacy and security procedures. Only authorized Pearson employees, agents or independent contractors working for Pearson are permitted to access information only if they have a business need and agree in writing to abide by our Privacy Policy. Employees that violate the Privacy Policy are subject to disciplinary action, up to and including termination.

Despite these security measures, Pearson does not represent or warrant that Business Information will be protected against loss, misuse, attacks or alteration by third parties.

Precautions to be Taken by Users

User Information and access to this Site is password protected for the privacy and protection of student personal and student assessment data. Educators are urged to keep confidential all user information and passwords. If storage of this information is required, it is recommended that it be kept in a secure location. To protect data, users should always logoff when exiting this Site and not divulge or share user identification or passwords with anyone.

Cookies and Do Not Track

The use of cookies is a common practice for Internet facing web applications. Cookies are small text files that a website transfers to your computer's browser. Cookies will provide the website with non-personally identifiable information, but does identify your computer, browser and Internet specifications. This Site uses cookies to measure traffic patterns, personalize content and control security.

This site does not respond to web browser "do not track" signals or comparable signals or mechanisms.

IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. This Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the country, state and telephone area code where the users' Internet service provider's servers are located, the pages of this Site that users viewed during their visit, any search terms entered on the Site and any environment related information. Collection of IP addresses is for system administration purposes, to monitor the level of activity on the Site and for security reasons and to compute statistical information about the customers using these services in aggregate form.

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This Site may contain links to other websites related to the Educational Purpose on the Internet, which may include Educational Institution sites, or other Pearson websites. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to this Site. You should read the terms and policies of those other websites before supplying information to that site or otherwise using the site.

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We may use Google Analytics to obtain web trend information about user interaction with this site for system administration purposes and to identify problems and improve service. While Google Analytics collects and reports information on an anonymous basis, Google Analytics uses cookies and collects IP addresses to gather web trend information. For further information about Google Analytics, and for links to Google's Privacy Policy and an opt-out tool for Google Analytics, go to www.google.com/intl/en/analytics/privacyoverview.html

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Contact Information

If you have questions or concerns about this Privacy Policy, please contact us at info@aimsweb.com. If you want us to respond to your comment or question, please provide your contact information in your message.

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Effective Date: August 3, 2016

REVIEW 360 PRIVACY POLICY

Last Revised: July 10, 2015

Version: 1.0

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1. You agree that the terms of our Privacy Policy are acceptable to you;
2. You acknowledge that you do not expect Pearson to take any measures to safeguard personal information other than as set forth in this Privacy Policy; and
3. You agree not do anything to violate the terms of this Privacy Policy.

Your use of this Site is also subject to the applicable License Agreement and Pearson's Terms and Conditions of Sale and Use located at <http://www.pearsonclinical.com/legal/termsofsale.html>.

This Privacy Policy, the applicable License Agreement, and Pearson's Terms and Conditions of Sale and Use may be revised from time to time through an updated posting. You should, therefore, check this Privacy Policy, the applicable License Agreement, and the Terms and Conditions of Sale and Use periodically. Revisions are effective upon posting and your continued use of this Site following the posting of such revisions will indicate your acceptance of such revisions. If you have any questions concerning this Privacy Policy, please contact us 1-800-627-7271 or email us at clinicalcustomersupport@pearson.com.

Information Collection

We collect a limited amount of personal information from teachers, administrators, parents and non-registered users ("Users") about themselves and their students in order to be able to provide the services through the Site in connection with Review 360. This Site is only intended for use by professionals in schools and/or school districts or related entities (collectively, "Schools"), and is not intended for use by the student. We limit the collection, use and disclosure of personal information in accordance with this Privacy Policy. **In no event do we ask students for any personal information directly either online or offline.**

Administrators

Each Review 360 licensee using the Site must designate at least one License Manager, whose name is provided to the Site. The License Manager also provides us with the necessary contact information for the administrator. The License Manager will be responsible for setting up all applicable professionals utilizing this License. License Managers are also responsible for creating additional administrator and professional-level accounts. Once entered, each such User is assigned a user identification and password, enabling them to log onto the Site and to enter or modify student Review 360 data for students. THE ENTRY OF ALL STUDENT PERSONAL DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.

Professionals

Professionals with User IDs and passwords may log onto the Site. If a license/program/site administrator has not imported or otherwise entered the following information regarding the teacher's classes and students, professionals are asked to manually enter their students' information. To create a record for a student, you need to supply us with the student's grade, unique student number, and campus of registration (this information is used to personalize the content of the Site). In addition, if you are registering as a professional or a school, you also have the option of supplying us with the following information: the student's first language, ethnicity and class level, as well as telling us whether the student

participates in an Individualized Education Program (IEP), or any other customized demographics that your school or district asks to collect. Such optional information would be used solely to provide the services to the Licensee or User. Users are responsible to maintain the confidentiality of their password and user identification and therefore this information should not be disclosed to any third party.

Students

Except for collecting the student information from a school official or professional as required for recording information, the Site does not request or collect any other personal information regarding students from the schools, administrators, professionals, students or parents. In no event do we ask students for any personal information directly either online or offline.

Contact Information

If you contact Pearson or the Site, we may keep a record of your email, correspondence and comments. If you report a problem with the Site, we may collect such information in a file specific to you. If you contact us through the Contact Us page or by calling one of our customer service representatives, we may ask for your name and e-mail address in order to send you a reply. If other Users or third parties send us correspondence about your activities on the Site, we may keep the information in a file specific to you.

Information Use

Once a School has entered their students' name and information into the Site, Users may use the Site to gather and analyze such data, and otherwise track behavioral data. This Site uses the information collected to create and provide customized services for you, including customized content and reports.

Information Sharing or Disclosure

Except for the limited exceptions set forth below, we do not share or disclose the names of Users, students or other personally identifiable information with third parties. We may, however, disclose personally identifiable information:

- in response to subpoenas, court orders or legal process, to the extent permitted and as restricted by law;
- to protect student or User security, or the security of other persons, consistent with applicable laws; and/or
- in connection with the sale, joint venture, or other transfer of some or all the assets of Pearson.

Non-personally identifiable aggregated information may be disclosed to third parties.

Access or Changing Information

Users cannot change their unique user identification but they may change their password at any time. The professional or school administrator may add or modify a student's assessment data from the Site at any time.

Security

The Site uses industry-standard SSL-encryption to protect User information and uses a secure connection to our servers, which are protected by firewalls to prevent unauthorized break-ins. This Site is protected by the Corporation Service Company (CSC) Security Certificate. The Administrative system, authentication system and the sensitive user information are encrypted using SSL encryption of HTTP data. UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET IS GUARANTEED COMPLETELY SECURE. GIVEN THE INHERENT OPERATION AND STRUCTURE OF THE INTERNET, CUSTOMER ACKNOWLEDGES THAT ALL TRANSMISSIONS ARE DONE AT ITS OWN RISK. User Information and access to Services is password protected for your privacy and protection. Schools are encouraged to protect all User information and passwords in a secure location. To protect User Information, professionals and administrators must remember to always logoff when exiting our Site and to

NOT divulge User identification or passwords to anyone. This policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond our control, and is not to be applied in any manner contrary to applicable laws or governmental regulations.

Site and Content Ownership

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The use of cookies is common in the Internet industry. Cookies are small text files that a website transfers to your computer's browser. Cookie technology tells the website non-personally identifiable information, but does identify your computer, browser and Internet specifications. This Site uses cookie technology to customize your session and retain your log-in information. Cookies are not stored beyond the duration of your current session on this Site. If you disable cookies, you will not be able to register or log in. Guests may disable cookies, but some functionality will be disabled.

IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. This Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the pages of this Site that users viewed during their visit and any search terms entered on the Site. Collection of IP addresses is generally for system administration purposes, to monitor the level of activity on the Site and for security reasons. Personally identifiable information may be linked to IP addresses to protect the security or integrity of the Site.

Links to Other Sites

This System may provide links to other websites or resources. Because we do not control such websites and resources, you acknowledge and agree that Pearson is not responsible or liable for the content, products or performance of such external websites and resources, and you hereby irrevocably waive any claim against Pearson with respect to such websites and resources. Pearson reserves the right to terminate any link at any time without notice. The inclusion of a link to another website or resource does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by Pearson of that website or resource, or any products or services provided therein. We recommend that you review any terms of use and privacy policy of a linked website before providing any information to that website or using its products and services. Domain names and trademarks of any linked website, and all content of such linked website, are the sole property of their respective owners.

WriteToLearn™ Privacy Policy

Ownership

This Site is owned and operated by Pearson Education, Inc. The contents of this Site are protected by copyrights owned by Pearson Education, Inc. and/or their licensors. The website and its proprietary WriteToLearn™, IEA™, Summary Street®, and KAT™ Engine software (collectively, this "Site") are made available by Pearson's Knowledge Technologies group and Pearson Education, Inc., (collectively "Pearson") to schools and school districts authorized to use WriteToLearn. At Pearson, we are serious about protecting privacy, and the WriteToLearn Privacy Policy discloses how we collect, protect, use, and report the personal information gathered in connection with this Site.

Information Collection, Use, and Disclosure

WriteToLearn is a web-based product of Pearson Education, Inc. Access to WriteToLearn and reports are password protected. Before the School can use WriteToLearn, the School's Administrator establishes logins and passwords for each participating teacher who in turn provides logins and passwords for students enrolled in participating classes. A school may also import into WriteToLearn a file containing student names and assigned passwords. Pearson will use this information to set up and provide user access, supply the WriteToLearn product to the School and for statistical research and analysis.

Student responses from WriteToLearn activities are collected and scored automatically. Through this Site, the School, through the student's teacher (as designated on the Student Enrollment file), may obtain and print reports about the results for that student and track such student's learning progress. All student data is stored on a secure server located in Denver, CO.

Data derived from student responses may be analyzed and aggregated by Pearson for research and statistical analysis purposes to assess the validity, usability and quality of the WriteToLearn product. Research and statistical analysis data will

exclude the student's name and the teacher's name and email address, but may include responses and results, as well as demographic data supplied including (a) school and school district name and geographic location; (b) class name (as specified by the School); (c) grade; and (d) gender. Summary results of the research and statistical analysis may be shared by Pearson with third parties.

Pearson will take appropriate, commercially standard steps to keep all personally identifiable information about students and teachers confidential. Pearson will not share any such personal information with any third party (other than the School) except in the following circumstances: (a) in response to subpoenas, court orders, or legal process, to the extent permitted and as restricted by law; (b) when disclosure is required to maintain security and integrity of the Site, or to protect any Site user's security or the security of other persons, consistent with applicable laws.

Security

Access to services on this Site is password protected. All passwords should be maintained as confidential. Users should remember to always log-off when exiting the Site and to NOT share or divulge passwords.

Please contact the School Administrator if you need a new password, if you no longer wish to use WriteToLearn, or if you become aware of any unauthorized use or access to this Site.

Unfortunately, no data transmission over the Internet is completely secure. Given the inherent operation and structure of the Internet, all transmissions are done at your own risk.

Cookies

The use of cookies is common in the Internet industry. Cookies are small text files that a website transfers to your computer's browser. Cookie technology tells the website non-personally identifiable information, but does identify your computer, browser and Internet specifications. This Site uses cookies to measure traffic patterns, personalize content and control security.

IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. This Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the country, state and telephone area code where the users' Internet service provider's servers are located, the pages of this Site that users viewed during their visit and any search terms entered on the Site. Collection of IP addresses is generally for system administration purposes to gather broad demographic information, monitor the level of activity on the Site and for security reasons. Personally identifiable information may be linked to IP addresses to protect the security or integrity of the Site.

Links to Other Sites

This Site may contain links to other websites on the Internet. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to this Site. It is the responsibility of the user to read the terms and policies of those other websites before supplying personal information.

Additional Information about Privacy

If you have any concerns or questions about privacy on WriteToLearn, please contact Legal.Department@pearson.com. Our mailing address is NCS Pearson, Inc., Assessment for Learning group, ATTN: WriteToLearn Customer Support, 19500 Bulverde Road, San Antonio, Texas 78259.

Changes to this Privacy Statement

Pearson reserves the right to change the terms of this Privacy Statement from time to time. Any changes to this Privacy Policy will be posted on this Site prior to implementation and will only be applicable to information collected after the change is posted.

Pearson Education, Inc. (May 2012).