Remind District Plan Standard Agreement

This document describes the terms and conditions of the Services (including the Remind District Plan) offered by Remind101, Inc. (**"Remind"** or **"we"**) purchased by you on behalf of your school district (the **"Customer"**). This agreement, along with any applicable Order Form that is mutually executed by the parties and which references this agreement (together, the **"Agreement"**), governs Customer's access to and use of the Services and will be effective as of the applicable Order Form Effective Date, as described in such Order Form (the **"Effective Date"**). Any terms used but not defined herein will have the meaning set forth in the Order Form. In the event of any conflict between these terms and conditions and the Order Form, the Order Form will prevail.

Services

Facilities and Data Transfer

All facilities used to store and process Customer Data will adhere to reasonable security standards. Remind and those third-party vendors Remind relies upon to process Customer data have implemented generally adopted industry standard systems and procedures to protect the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Remind may transfer, store, and process Customer Data in the United States or any other country in which Remind or its third-party vendors maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

Modifications

To the Services

Remind may augment and improve the Services by making new applications, features, or functionality for the Services available from time to time, as well as by changing third-party providers of services to Remind. Customer will facilitate any commercially reasonable changes to the Services, if necessary. If Remind makes a material (determined by Remind in its discretion) change to the Services, Remind will inform Customer through posting any change to our website or messaging the Customer's designated contact directly. The Customer will be deemed to have accepted any changes unless Customer objects by written notice to Remind within thirty (30) days of such notification. If Customer does not agree with any such changes, it may terminate this Agreement in accordance with the Term and Termination section of this Agreement.

To this Agreement

Remind may make commercially reasonable changes to this Agreement from time to time. If Remind makes a material (determined by Remind in its discretion) change to this Agreement, Remind will inform Customer by email. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Remind in writing within thirty (30) days after receiving notice of the change. If Customer notifies Remind as required, then Customer will remain governed by the terms in effect until the end of the then-current school year. If the Services are renewed, they will be renewed under Remind's then-current Agreement.

To the Terms of Use and Privacy Policy

End Users associated with Customer's Admin Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services (**"End User Services"**). The Terms of Service and Privacy Policy (the **"End User Agreements"**) may change from time to time as set forth therein and are not governed by or subject to the terms of this Agreement, nor is Customer a third-party beneficiary thereof. The End User Services are separate from the Services.

Customer Obligations

Compliance

The Customer will use Remind's Services only as permitted under this Agreement and in accordance with the Community Guidelines available at remind.com/community-guidelines (which are incorporated herein by reference and may be amended by Remind from time to time in accordance with the Modifications subsection under the Services section of this Agreement.

Customer Administration of the Services

Customer will specify one or more Administrators. Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Remind's responsibilities do not extend to the internal management or administration of the Services for Customer and that Remind is merely providing services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

End User Consent

Customer's Administrators may have the ability to access, monitor, use, or disclose Customer Data in End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer's access, monitoring, use, and disclosure of Customer Data and Remind providing Customer with the ability to do so; and, (b) Remind to provide the Services and End User Services. Customer understands and agrees that once an End User has agreed to the End User Agreements with Remind, the terms of such End User Agreements (and not this Agreement) apply to the use and disclosure of any information in that End User's End User Account, including without limitation any Customer Data that was originally disclosed to Remind by Customer.

Parental Consent and Compliance with Applicable Law

Customer is responsible for, and represents and warrants it is in compliance with, the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA"), including by obtaining parental consent for collection and disclosure of personal information in connection with the Services. Without limiting the foregoing, Customer represents and warrants that it will comply with all applicable laws, and further, that its disclosure of any information to Remind, and/or Remind's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA or FERPA). Customer will not disclose any information to Remind that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA"). Remind complies with applicable laws regarding online advertising and will not serve behaviorally targeted Ads. Advertising by companies other than Remind is not permitted on the Services.

Unauthorized Use

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Remind of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use

Unless Remind specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or the functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

Third Party Requests

Customer is responsible for responding to Third-Party Requests. Remind will, to the extent allowed by law and by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third-Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third-Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request on its own and will contact Remind only if it cannot reasonably obtain such information.

Payment

If any of the Services are purchased for a Fee (as described in an Order Form), the terms in this section apply to those Services.

Payment

Unless specified otherwise in the Order Form, all Fees are due within thirty (30) days after the invoice date and all payments due are in U.S. dollars. The Customer will pay the Fees in accordance with the Fees and Payment Schedule set forth in the applicable Order Form.

Delinquent Payments

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Remind in collecting such delinquent amounts, except where such delinquent amounts are due to Remind's billing inaccuracies.

Purchase Orders

If Customer wants a Purchase Order number on its invoice, Customer will inform Remind and issue a Purchase Order to Remind. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Remind, then Remind will not be obligated to provide the Services until the Purchase Order has been received by Remind. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void.

Taxes

Customer is responsible for any Taxes and Customer will pay Remind for the Services without any reduction for Taxes. If Remind is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Remind with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Remind, Customer must provide Remind with an official tax receipt or other appropriate documentation to support such payments.

Invoices

Remind will invoice Customer the Fees for Services in advance for the Initial Term Charge, which will be set forth in the Order Form. For use of Services purchased during subsequent Services Terms, Remind will invoice Customer for those Services and reserves the right to invoice the Customer in advance for each subsequent Services Term. Any invoice disputes must be submitted prior to the date payment is due under the invoice.

Suspension

Of End User Accounts by Remind

If Remind becomes aware of an End User's violation of any of Remind's End User Agreements, then Remind may Suspend the End User's account in accordance with such End User Agreements, without liability to the Customer or the End User.

Emergency Security Issues

If there is an Emergency Security Issue, then Remind may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

Confidential Information

Obligations

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors, and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, independent contractors, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees, independent contractors, and agents in violation of this section.

Exceptions

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure

Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

End User Information

As described above, once an End User has agreed to the End User Agreements, any Customer Data that personally identifies such End User is not Confidential Information of Customer, but rather is governed by the End User Agreements, and not by this Agreement.

Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Remind owns all Intellectual Property Rights in the Services. Customer hereby grants to Remind a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

Publicity

Customer agrees that Remind may include Customer's name or Brand Features in a list of Remind customers, online or in promotional materials. Customer also agrees that Remind may verbally reference Customer as a customer of the Remind products or services that are the subject of this Agreement.

Representations, Warranties And Disclaimers

Representations and Warranties

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Customer acknowledges and agrees that it is solely responsible for compliance with COPPA and FERPA, including, but not limited to, by obtaining parental consent concerning collection of students' personal information used in connection with the provisioning of End User Accounts and use of the Services by the Customer and the End User Services by End Users.

Disclaimers

Due to the nature of mass notification services, in the event of the Service's failure to comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Service. Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE. Customer acknowledges and agrees that its primary recourse in the event of any actual or potential threat to person or property should be to contact emergency response services (including without limitation, 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") and that the Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Service.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONFIDENTIAL INFORMATION OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT. REMIND MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

Term And Termination

Agreement Term

This Agreement will remain in effect for the Order Form Term as set forth and agreed to in the Order Form.

Services Term and Purchases During Services Term

Remind will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

Fees

Upon the parties' mutual written agreement (a) Remind may charge Customer Fees for the Services; and, (b) Remind may charge Customer Fees for a premium version of the Services or for optional functionality or enhancements that may be added to the Services by Remind and as agreed to by the Customer.

Termination for Breach

Either party may suspend performance or terminate this Agreement: (a) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (b) if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

Other Termination

Customer may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Remind, provided, however, that Customer will remain obligated to pay any Fees for Services that Customer has purchased applicable to the remainder of the then-current Services Term for those Services.

Termination for Failure to Pay

Remind may terminate this Agreement and cease providing services if Customer fails to pay invoices due within a timely fashion.

Effects of Termination

If this Agreement terminates, then: (a) the rights granted by one party to the other will cease immediately (except as set forth in this section); (b) Remind will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Remind's then-current rates, if applicable, for the Services; (c) Customer will be able to use Remind's free services, however, if Customer subsequently requests termination of all services and deletion of accounts, Remind will offer End Users the choice whether to continue using Remind, and, if so, provide each End User with control over his or her Remind account; (d) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Remind will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (e) upon explicit, written request of the other party, each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

Limitation Of Liability

Limitation on Indirect Liability

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

Limitation on Amount of Liability

THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF (A) ONE THOUSAND DOLLARS OR (B) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO REMIND UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Exceptions to Limitations

These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

Miscellaneous

Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment

The Customer may not assign or transfer this Agreement in whole or in part without the written consent of Remind, except to an Affiliate or successor as pursuant to a change of control. Remind may freely transfer and assign any of its rights and obligations under this Agreement.

Force Majeure

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law

The parties agree to remain silent regarding governing law and venue.

Amendments

Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival

The following sections will survive expiration or termination of this Agreement: Confidential Information, Intellectual Property Rights, Effects of Termination, Limitation of Liability, Miscellaneous, and Definitions.

Insurance

Remind will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

Counterparts

The parties may enter into this Agreement by executing the applicable Order Form (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Definitions

"Admin Account(s)" means the administrative account(s) provided to Customer by Remind for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Remind will provide to Customer.

"Administrators" mean the Customer-designated technical personnel who administer the Admin Account.

"Ads" means online advertisements, excluding advertisements provided by any advertising products that are not part of the Services that Customer chooses to use in connection with the Services, displayed by Remind to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

"Customer Data" means data, including contact information such as email addresses and phone numbers, provided, generated, transmitted or displayed via the Services by Customer.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Agreement, which could disrupt: (i) the Services; (ii) other customers' (including End Users') use of the Services; or (iii) the Remind network or servers used to provide the Services; (b) unauthorized third party access to the Services; or (c) an actual or potential security breach.

"End Users" means the individuals that Customer indicates are associated with Customer's Admin Account, and for whom Customer provisions an End User Account through Customer's use of the Services.

"End User Account" means a Remind-hosted account provisioned through the Services for an End User.

"Fees" means the amounts invoiced to Customer by Remind for the Services (if applicable) as described in this Agreement.

"Initial Term Charge" means the Fees due and payable for the Initial Services Term set forth in the applicable Order Form.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Services Term Charge" means the charge for the Services for the Services Term (excluding any applicable one-time fees), as set forth in the Order Form (if applicable).

"Order Form" means an order form, which is the written document provided by Remind specifying the Services Customer will purchase from Remind for a Fee (if any) under the Agreement. The Order Form will contain: (a) a signature block for Customer, or for both Customer and Remind; and (b) Fees.

"Purchase Order" means a Customer issued purchase order.

"Services" means those products, features and functionality provided by Remind to Customer in connection with the Admin Account and described on the applicable Order Form. The Services are described here: remind.com . The End User Services are separate from the Services to be provided hereunder.

"Suspend" means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Taxes" means any duties, customs fees, or taxes (other than Remind's income tax) associated with the sale of the Services, including any related penalties or interest.

"Third-Party Request" means a request to Customer from a third party for records relating to an End User's use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

Addendum A – Specific Commitments for Certain States and Jurisdictions

If you are a Customer residing in one of the following states or countries, Remind makes additional commitments that apply to you based on your residence:

California

Remind agrees that, as per Cal. Edu. Code § 49073.1, commonly known as AB 1584:

1. pupil records continue to be the property of and under the control of the local educational agency;

2. Remind will not use personally identifiable information in individual pupil records for commercial or advertising purposes;

3. Remind will not use any information in the pupil record for any purpose other than for the requirements of the contract;

4. Parents, legal guardians or eligible pupils may review the pupil's records or correct erroneous information in those records by accessing the Remind account of the pupil;

5. Remind undertakes extensive security training of all employees, including training on security at hire and at least annually thereafter, and a partial, but not exhaustive description of our data security practices can be found by reviewing: remind.com/resources/security-overview

6. Remind will comply with the requirements of California law, as set forth at Cal. Civ. Code § 1792.82 et seq., for informing affected parties in the event of an unauthorized disclosure of pupil records;

7. pupil records will neither be retained nor will Remind maintain those records in a manner that makes them available (a) upon completion of the terms of the contract; (b) after request for deletion by the contracting party; and, (c) within a commercially reasonable period for deletion; and,

8. at all times during the pendency of any contract between Remind and a local educational agency (LEA), Remind acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA.

Colorado

Remind complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

Connecticut

As an operator, as defined by Connecticut Public Act 16-189, Remind will:

1. implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;
2. delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content;
3. facilitate access to, and provide a means of correction of erroneous information within, a student's record, student's information or student-generated content by the student, parent, or legal guardian; and
4. at all times during the pendency of any contract between it and a local or regional board of education, act solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the local or regional board of education's compliance with FERPA as directed by the local or regional board of education.

Remind agrees that:

1. student information, student records and student-generated content are not the property of or under the control of Remind;
2. the laws of the State of Connecticut will govern this contract and the rights and duties of Remind and a local or regional board of education;
3. if any provision of this agreement is ruled invalid, the invalidity of that provision does not affect other provisions or applications of this contract

Remind will not knowingly:

1. engage in (a) targeted advertising on Remind's Internet web site, online service or mobile application, or (b) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that Remind has acquired because of the use of Remind's Internet web site, online service, or mobile application for school purposes;

2. collect, store and use student information, student records, student generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;

3. sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information;

4. disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of Sec. 3 of Connecticut Public Act No. 16-189; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of Sec. 3 of Connecticut Public Act No. 16-189; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose; or

5. retain or make available student information, student records or student-generated content beyond the expiration of the contract period unless a student, their parent or legal guardian chooses to maintain a contract with Remind.

If Remind discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Remind will notify the students, parents or guardians of any affected student within the statutorily-mandated time period.

Idaho

Remind will, as per the Student Data Accessibility, Transparency and Accountability Act of 2014, codified at Idaho Code 33-133:

1. only use aggregated data or student's data for secondary uses after receiving written permission from the student's parent or guardian; and
2. notify customers and seek express, written parental consent if Remind materially changes Remind's use of student data for sales, marketing or advertising.

Illinois

Remind complies with all applicable requirements of the Illinois Student Online Personal Information Privacy Act (IL SOPIPA), codified at 105 ILCS 85/5, and agrees that:

1. this document constitutes the written agreement mandated by that Act, and that this document, which incorporates Remind's Privacy Policy available at **https://www.remind.com/privacy-policy**, states the:

    1. categories or type of information to be provided to Remind, the operator; and
    2. service being offered to the contracting party.

2. pursuant to the federal Family Educational Rights and Privacy Act of 1974, Remind is acting as a school official with a legitimate educational interest and is performing an institutional service or function for which the contracting party would otherwise use employees, under the direct supervision of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not redisclose it to third parties or affiliates, unless otherwise permitted by the IL SOPIPA, without permission from the contracting party or pursuant to court order;

3. Remind will be liable for costs associated with the investigating and remediating a breach for which it is the sole and proximate cause;

4. Remind will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all covered information upon the expiration of any agreement when requested to do so by notification from the contracting party;

5. Remind will require the contracting party to publish notice of this agreement on any relevant website, if any, maintained by the contracting party;

6. In the case of a breach, Remind will notify the contracting party, within the most expedient time possible and without unreasonable delay, but no later than 30 days after the breach has occurred of any breach of the students' covered information; and,

7. Remind maintains a list of those third parties or affiliates with which it shares covered information, which may be accessed here: **https://help.remind.com/hc/en-us/articles/203025679**.

Louisiana

Remind will, as per Louisiana's Student Privacy Law, codified at R.S. 17:3914:

1. limit access to student information solely to authorized Remind employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;
2. employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (a) privacy compliance requirements; (b) regular privacy and security audits; (c) written breach planning, notification and remediation action guides; (d) policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal; and,
3. return all student data not deleted as per agreement to the relevant city, parish or local school board.

Montana

Remind complies with all applicable requirements of the Montana Pupil Online Personal Information Protection Act, codified at 20-7-13, MCA and Remind agrees that:

1. Pupil records continue to be the property of and under the control of the school district;

2. Pupils may retain possession and control of their own content and may transfer pupil-generated content to a personal account by utilizing Remind's features;

3. Remind prohibits third parties from using any information in pupil records for any purpose other than those required or specifically permitted by contract;

4. A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by using tools made available by Remind;

5. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at **remind.com/privacy-policy** are incorporated into this agreement. Further, Remind will:

   1. implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;

   2. limit access to student information solely to authorized Remind employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;

   3. employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (i) privacy compliance requirements; (ii) regular privacy and security audits; (iii) written breach planning, notification and remediation action guides; (iv) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal;

6. If Remind discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Remind will notify the students, parents or guardians of any affected student within the statutorily mandated time period;

7. At all times during the pendency of any contract between Remind and a local educational agency (LEA), Remind acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA; and,

8. Remind will not use information contained in pupil records to engage in targeted advertising.

Nevada

Remind agrees, as per N.R.S. 388.272, that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at remind.com/resources/security-overview are incorporated into this agreement; and,

2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

New York

Remind complies with all applicable laws of the State of New York, and this contract includes the following information to comply with student privacy and security laws, commonly referred to as New York State Education Law § 2-d ("New York Ed. 2-d), and Section 121 of New York regulations that implement that law and related law.

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into this agreement and Remind agrees that:

1. Remind will not sell or release a student's personally identifiable information for any commercial purpose;

2. Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Remind;

3. Remind complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and employs data security safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;

4. Remind maintains a publicly available list in its Privacy Policy of all student data elements collected by Remind;

5. Remind will promptly address any complaints about possible breaches of student data emailed to privacy@remindhq.com or mailed to: Remind101, Inc. P.O. Box 1077 San Ramon, CA 94583

6. Remind will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Remind service;

7. All subcontractors for Remind that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Remind to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Remind;

8. Remind will either delete or return, within a commercially reasonable period of time but not to exceed 45 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;

9. Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected; and

10. All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored in motion and at rest. Remind's Data Privacy and Security Plan, for purposes of compliance with § 121.6 of the regulations implementing New York Ed. Law 2-d can be accessed at: plans.remind.com/rs/330-JDD-840/images/remind-data-security-privacy-plan.pdf.

North Carolina

Remind agrees, as per NC General Statutes § 115C-402.5(b)(6):

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at remind.com/resources/security-overview are incorporated into this agreement; and,
2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Remind makes the following additional commitments:

1. JESSICA LUNSFORD ACT – Remind certifies that none of its employees or agents performing services are or will at any point during the Term of this Agreement be listed as a sex offender on the North Carolina Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program and/or the National Sex Offender Registry.

2. ELIGIBILITY OF EMPLOYMENT – Remind reviews the eligibility for employment of every Remind employee.

3. IRAN DIVESTMENT - Remind certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118).

4. DEBARMENT CERTIFICATION – Remind certifies that neither Remind nor its principals are suspended or debarred from doing business with the state of North Carolina or the federal government.

Oklahoma

Remind agrees, as per the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013, codified at 70 OK Stat § 70-3-168 (2014) that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at remind.com/resources/security-overview are incorporated into this agreement; and,

2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Texas

Remind commits, as per Tex. Gen. Gov. § 2270.002, that Remind:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

West Virginia

Remind agrees, as per the West Virginia Student Data Accessibility, Transparency and Accountability Act, codified at W.V. Code § 18-2-5h that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at remind.com/resources/security-overview are incorporated into this agreement; and,
2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

PRODUCT

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Teachers

Families

Partners

Remind Coaching

COMPANY

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Resources

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