ClassLink Service Agreement

Contents

Customer:

Lincolnwood SD 74

Name of Organization

Lincolnwood, IL 60712

City, State Zip

ClassLink Software License Agreement

1. Software License Agreement Overview

1.1 This Software License Agreement is entered into by and between ClassLink, Inc. ("ClassLink") and Customer and describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

2. Definitions

2.1 "Agreement" means this Software License Agreement including any and all attached Schedules.

2.2 "License and Support Fees" include fees payable by Customer to ClassLink for licensing and maintenance support of ClassLink Software.

2.3 "ClassLink Software" means (a) ClassLink software products made available to the Customer, (b) Updates, (c) custom reports or any custom software modifications for Customer, and (d) Documentation. ClassLink Software does not include Source Code.

2.4 "Confidential Information" means all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form or identified as "confidential" if orally disclosed.

2.5 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer. This data generally includes name, school building affiliation, grade level, email address, profile pictures, cell phone numbers for staff and students age 13+ (to send password reset verification codes), staff and student ID numbers and login credentials for various online resources.

2.6 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.

2.7 "Effective Date" means the date of commencement of the Subscription Term, listed on the ClassLink Invoice.

2.8 "Expiration Date" means the last day of the Subscription Term, listed on the ClassLink Invoice.

2.9 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.

2.10 "Subscription Term" means the period of time beginning with the Effective Date and ending with the Expiration Date, listed on the ClassLink Invoice.

2.11 "Updates" means any updates to the ClassLink Software licensed hereunder which ClassLink, in its discretion, makes generally available to its ClassLink Software licensees.

3. License Grant and Terms

3.1   This Agreement authorizes Customer to use items of ClassLink Software specified in the ClassLink Invoice during the term of this Agreement. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire, unless renewed. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers as well as the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement.

3.2   Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third-party software such as Microsoft Windows Server, Microsoft SQL, etc., which Customer must separately license at its own expense.

3.3   Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party sell, lease, license, sublicense, encumber or otherwise deal with any portion of the ClassLink Software.

3.4   ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement. Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, 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 Outside of ClassLink Control"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the ClassLink Software caused by Downtime Outside of ClassLink Control. ClassLink will minimize the need to disable access for maintenance and upgrades. A log of past ClassLink Software service disruptions will be maintained at http://trust.classlink.com and can serve as an indicator of past service availability.

3.5   Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

3.6   ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.

3.7   Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration and ongoing maintenance of relevant equipment, systems and software to achieve the Customer's desired results.

4. Confidentiality

4.1   Customer acknowledges that the ClassLink Software contains proprietary, trade secret and confidential information belonging exclusively to ClassLink. Title to, ownership of and all proprietary rights in the ClassLink Software and all copies thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with ClassLink.

4.2   Customer shall not (a) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (b) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.

4.3   Customer agrees (a) to hold the ClassLink Software in confidence and (b) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties and obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink.

4.4   Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.

4.5   ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data.

4.6   ClassLink acknowledges and agrees users shall retain ownership and control of user-generated content, if any. ClassLink shall make all user-generated content available to the user who created it and provide a process by which a user can transfer his or her user-generated content to a personal account. Detailed directions to accomplish this can be found at docs.classlink.com.

4.7   ClassLink acknowledges and agrees to exercise commercially reasonable efforts to maintain as confidential all Customer Data. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure Customer Data is not accessed by unauthorized persons when transmitted over communication networks.

4.8   ClassLink acknowledges and agrees that Customer Data is to be used solely for purposes of performing this Agreement. Customer Data will not be sold or used for marketing purposes. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation and training of Customer to use the ClassLink Software or the development, support or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work. ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information. ClassLink may disclose the fact that Customer is a user of the ClassLink Software to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect user security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink as long as ClassLink ensures that such sale, joint venture or other transfer includes the requirement to maintain the confidentiality of such information to the same extent as ClassLink under this Agreement.

4.9 ClassLink acknowledges and agrees users can review personally identifiable information in ClassLink and correct erroneous information. All users of ClassLink can update certain personal information contained in ClassLink by clicking My Profile, General Settings. ClassLink stores only limited personal information and much of it is originally received by the school organization. It is advised when users make changes to personal information contained in ClassLink they also communicate that information to the school organization. Detailed directions to accomplish this can be found at docs.classlink.com.

4.10 ClassLink acknowledges and agrees to permanently deletes Customer Data after the termination of a contract, when no longer needed, or when advised to do so by the Customer.

4.11 ClassLink is a signatory to the Student Privacy Pledge (http://studentprivacypledge.org) and, for the duration of this Agreement, ClassLink will remain a signatory and abide by the commitments therein as follows:

- Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- Not sell student personal information.
- Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
- Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
- Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
- Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
- Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
- Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

5. Disclosure of ClassLink Solution Partner Relationship

5.1   Customer agrees that if a ClassLink Solution Partner ("CSP") is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP's marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee or agent of CSP has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.

5.2   CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to, any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever, any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

6. Charges

6.1   License and support fees ("ClassLink Subscription Fees") may be based on student enrollment, staff enrollment or building count for certain ClassLink Software products and will be provided by ClassLink to Customer in the form of a price quote or Invoice. Renewal of this Agreement and related ClassLink Subscription Fees shall be based on current published enrollment and current list prices of the ClassLink Software. Customer agrees to notify ClassLink at such time as student enrollment increases more than 10% during a Subscription Term wherein additional ClassLink Subscription Fees may be required for the remainder of the Subscription Term.

6.2   Unless ClassLink and Customer shall otherwise agree, payment for ClassLink Subscription Fees are due on receipt of Invoice.

7. Warranties

7.1   ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.

7.2   Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink's warranties with respect to such item of ClassLink Software.

7.3   ClassLink warrants to Customer that to the best of its knowledge ClassLink Software is not in violation of any patent, copyright, trademark or other intellectual property claims and that ClassLink has the right to license Customer's use of the ClassLink Software as provided in this Agreement.

7.4   ClassLink agrees to indemnify and save the Customer, its trustees, agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by ClassLink or used in ClassLink's performance of the agreement for which ClassLink is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the Customer provides ClassLink with prompt notice of the Claim and gives ClassLink a reasonable opportunity to control the defense and settlement of the Claim; and (3) the Customer provides reasonable cooperation and assistance to ClassLink's defense of the Claim. If ClassLink's software becomes or is likely to become the subject of an infringement claim, ClassLink may at its option and expense, either: (a) procure for the Customer the right to continue using such software, or (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent.

7.5 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may as its sole remedy return the item of ClassLink Software and receive a full refund of setup and subscription fees paid for item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within sixty (60) days of the purchase date of the item of ClassLink Software claimed to be defective. Except as specifically provided herein, ClassLink does not warrant that the functions contained in any item of ClassLink Software will meet the Customer's requirement or will operate in combination with other software that Customer may select or that the operation of the ClassLink Software will be uninterrupted or error-free or that all defects will be corrected.

7.6 If ClassLink dissolves or no longer delivers ClassLink Software, ClassLink shall refund to the Customer the portion of the purchase price attributable to the discontinued product, prorated in accordance with the unused subscription term, as adjusted for any longer term contract discounts.

7.7 Except as specifically provided herein, ClassLink makes no warranties express or implied as to any matter whatsoever, including, without limitation, the condition of any ClassLink Software, its merchantability or its fitness for any particular purpose, as well as any express or implied warranties or conditions arising through any course of dealing or course of performance between the parties or usage of trade.

8. Limitation of Liability / Insurance

8.1 IN NO EVENT SHALL CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL (INCLUDING LOST BUSINESS AND PROFITS) OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR (A) THE COST OF COVER OF SUBSTITUTE SERVICES, OR (B) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, BUSINESS INTERRUPTION AND/OR THE LOSS, DELAY OR INABILITY TO USE ANY SERVICES. IN ALL EVENTS, CLASSLINK'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR CLAIMS RELATING TO THE AGREEMENTS AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) THE AMOUNTS PAID BY CLASSLINK'S INSURANCE COMPANY ON BEHALF OF CLASSLINK WITH RESPECT TO THE CLAIM.

8.2 During the term of the Contract, ClassLink will purchase and maintain Cyber Liability or Technology Professional Liability insurance in an aggregate amount no less than $1,000,000.00 (one million U.S. dollars). Upon request, a Certificate of Insurance shall be provided to Customer.

9. Term

9.1 This Agreement shall automatically renew for the Subscription Term listed on the renewal ClassLink Invoice unless (a) terminated by Customer at any time upon not less than thirty (30) days' written notice to ClassLink prior to the end of the Subscription Term; or (b) terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any ClassLink Subscription Fees.

9.2 Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has compiled with its obligations under this Section.

9.3 The parties acknowledge the provisions of this Agreement concerning non-disclosure, limitations of liability, disclaimers, and the Sections entitled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement. In the event of Customer's breach of these provisions, ClassLink would suffer irreparable harm with no adequate remedy at law. Accordingly, in the event Customer fails to comply with these provisions, ClassLink shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief to enforce and protect it rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

10. General Provisions

10.1 Assignment. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.

10.2 Audit Rights. Upon reasonable notice to Customer, Customer shall provide a designated ClassLink representative reasonable access to Customer's records relating to the ClassLink Software and use thereof for the purpose of assuring Customer compliance with the terms of this Agreement.

10.3 Foreign Reshipment Liability. Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.

10.4 Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first class postage prepaid.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its principles of conflicts or choice of law.

10.6 Entire Agreement. This Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.

10.7   Changes. This Agreement may not be modified, amended, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

10.8   Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.

10.9   Change of Law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become unenforceable, invalid or illegal, the parties hereto shall use their best efforts to promptly negotiate an amendment to this Agreement in good faith.

11. Agreed

11.1   Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ClassLink Service Level Agreement

1. Service Level Agreement Overview

1.1 This Service Level Agreement ("SLA") represents an agreement between ClassLink and Customer for the provisioning of technical services required to support and sustain the ClassLink system.

2. Goals & Objectives

2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.

2.2 The objectives of this Agreement are to:
   a. Present a clear, concise and measurable description of technical services.
   b. Define mutual accountability, roles and responsibilities.

3. ClassLink Technical Services

3.1 The purpose of technical services within this SLA is to ensure the usability of such that the software works as intended by ClassLink.

3.2 The following technical services are the responsibility of ClassLink.
   a. Troubleshoot access to ClassLink from any device, browser, native app (iOS, Android, Universal Windows App)
   b. Creation of new single sign-on connectors
   c. Assistance with making settings changes in ClassLink Management Console, or any ClassLink module
   d. Continuous system diagnostic monitoring
   e. Ensure all ClassLink systems function properly
   f. Development and installation of periodic software updates and enhancements
   g. Data backup
   h. Disaster/data recovery

3.3 ClassLink responsibilities in support of this SLA also include:
   a. Meeting response times associated with service related incidents.
   b. Appropriate notification to Customer for all scheduled maintenance.
   c. Changes to services will be communicated and documented to Customer.
   d. ClassLink, at its discretion, may contact users directly to investigate and resolve software performance issues.
   e. Initial and additional ongoing training for Customer key technology staff.
   f. Initial and additional ongoing training for Customer key instructional staff.

3.4 The following services are outside the scope of this SLA and are available for purchase separately.
   a. Onsite assistance

4. Availability

4.1   Customer agrees that there will be occasional service disruptions of ClassLink products for maintenance and upgrades. Appropriate notification to Customer will be made for all scheduled maintenance. ClassLink strives to minimize service disruptions for maintenance and upgrades.

4.2   Customer agrees that from time-to-time ClassLink products may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, 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 Outside of ClassLink Control"). Service disruptions due to Downtime Outside of ClassLink Control will not be included in the calculation of Unscheduled Downtime.

4.3   Unscheduled Downtime is the amount of time during which a ClassLink product is inaccessible or inoperable, outside of scheduled maintenance and upgrades, and not due to Downtime Outside of ClassLink Control.

4.4   Monthly System Uptime is calculated as the number of hours in the month (see chart) minus the number of hours of Unscheduled Downtime in the month, then divided by the number of hours in the month.

The following equation may be used:

$$\text{Monthly System Uptime} = \frac{(\text{Hours in Month}) - (\text{Hours of Unscheduled Downtime})}{(\text{Hours in Month})}$$

Number of Hours per Month

Month	Hours	Month	Hours
January	744	July	744
February	672 (696 for Leap Year)	August	744
March	744	September	720
April	720	October	744
May	744	November	720
June	720	December	744

For example, if a ClassLink product is unavailable due to Unscheduled Downtime for 2 hours in a 30 day month, the System Uptime for that product is equal to (720 hours - 2 hours)/(720 hours) = 0.997, or 99.7%.

4.5   In the event that the System Uptime is below 99.99% in a month, ClassLink will provide Customer with credits in the amount set forth below (Credit for Unscheduled Downtime).

Credit for Unscheduled Downtime

Monthly System Uptime		Credit
From	To	
99.99%	100.00%	None
99.80%	99.98%	4% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred. For example, November having 30 days represents 30/365 or 8.2% of the annual ClassLink license fee for a given ClassLink product. Credit for November would be computed as (.04) x (.082) x (annual ClassLink license fee attributable to the affected ClassLink products).
99.50%	99.79%	6% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.
0.00%	99.49%	8% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.

4.6   Customer shall make written requests for Credit for Unscheduled Downtime within thirty (30) days of the Unscheduled Downtime.

4.7   Credit for Unscheduled Downtime shall be applied to the next period's invoice.

5. Response Times

5.1   The following provides relevant details on technical service availability.
   a. ClassLink online Help and Training Center at www.classlink.com/help is available 24/7 and provides the following:
      ○ Product documentation
      ○ Knowledge base entries
      ○ Online courses
      ○ Lynx, our automated help center assistant
   b. ClassLink provides live technical services via phone, email, and online support 24 hours a day, seven days a week, except ClassLink observed holidays as follows:
      ○ Toll-free telephone technical support at 888-963-7550
      ○ Support case ticket tracking at www.classlink.com/help
      ○ Email requests for support at helpdesk@classlink.com

c. Support systems engineers are headquartered in New Jersey and are supported by teams in locations around the world.

5.2   In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted and prioritized by the Customer within the following time frames:
   a. 0-2 hours (during business hours) for issues classified as high priority
   b. 0-12 hours (outside of business hours) for issues classified as high priority
   c. Within 24 hours for issues classified as medium priority
   d. Within 3 working days for issues classified as low priority
   e. System-wide incidents trigger instant alerts to ClassLink staff who respond immediately 24/7/365

6. Customer Requirements

6.1   Customer responsibilities and/or requirements in support of this SLA include:
   a. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
   b. Proactive communication of necessary information to assist in resolving a service related incident or request.
   c. Payment for ClassLink subscription costs as invoiced.
   d. Maintain ample and reliable internet bandwidth for proper functioning of cloud delivered services.

7. Customer Data Unauthorized Disclosure

7.1   As soon as practicable, but no later than 72 hours after becoming aware of an unauthorized disclosure of Customer Data, ClassLink will notify the Customer of any such unauthorized disclosure and restore the security of its data system. Thereafter, within 30 business days after the notification, ClassLink will further investigate the incident and provide the Customer with a more detailed notification of the unauthorized disclosure, including the Customer Data components which were disclosed and that appropriate measures have been taken to prevent such unauthorized disclosure in the future. ClassLink agrees to reasonably cooperate with Customer in the Customer's investigation and response to the disclosure.

8. SLA Term

8.1   This SLA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement.

9. Agreed

9.1   Customer acknowledges that Customer has read this SLA, understands it, and agrees to be bound by its terms and conditions.

Non-Disclosure Agreement

This Non-Disclosure Agreement ("NDA") is entered into by and between ClassLink ("Receiving Party") and Customer ("Disclosing Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

1. **Definition of Confidential Information:** For purposes of this NDA "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged or is required to be kept confidential by law. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information:** Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

4. **NDA Term:** This NDA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement. The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party's duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, the information no longer is required to be kept confidential by law, or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.

5. **Relationships:** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability:** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted as best to affect the intent of the parties.

7. **Integration:** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This NDA may not be amended except in a writing signed by both parties.

8. **Waiver:** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.

9. **Agreed:** Customer acknowledges that Customer has read this NDA, understands it, and agrees to be bound by its terms and conditions.

ClassLink Data Security Statement

We take security and privacy concerns seriously. We are committed to ensuring that your information is secure and your privacy is protected. This *Security Statement* is aimed at being transparent about our security infrastructure and practices, to help reassure you that your data is sufficiently protected.

Our Guiding Principles on Personal Data
- Data Ownership: ClassLink acknowledges that all personally identifiable information (PII) about students, teachers, administrators, and parents is the property of the customers that ClassLink serves.
- Purpose: ClassLink is a trusted steward of personal data. Data received from its customers is to be used solely for purposes of providing educational services. Such data will not be sold or used for marketing purposes. Customers may use ClassLink tools to share data with educational vendors of their choice.
- Type of Data Maintained in ClassLink: ClassLink maintains personal data needed for the satisfactory operation of the ClassLink system, and to enable services including single sign-on and rostering for the customers that it serves. This data includes what is generally regarded as Directory Information such as name, school building affiliation, grade level, and email address. ClassLink may also maintain profile pictures, cell phone numbers for students age 13+ (to send password reset verification codes), student ID numbers, login credentials for various online resources, and personal computer files (temporarily cached for file transfers between cloud drives and stored until deleted by user for the ClassLink cloud drive). ClassLink does not generally maintain information such as mailing address, gender, date of birth, and other personal demographic data.
- Protection: ClassLink keeps all personal data confidential and secure. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink's data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure personal data is not accessed by unauthorized persons when transmitted over communication networks. ClassLink may disclose personal data to public authorities if required by lawful requests.
- Disposal of Data: ClassLink permanently deletes personal data after the termination of a contract, when no longer needed, or when advised to do so by the customer.
- Correction: ClassLink enables users, or their authorized parents, to review personal information maintained in ClassLink and correct erroneous information.
- Discovery of a security breach that results in unauthorized release of personal data: ClassLink shall promptly notify affected customers of such breach, shall conduct an investigation, and shall restore the integrity of its data systems as soon as possible. ClassLink will fully cooperate and assist with required notices to those individuals affected by such breach.
- Financial Protection: ClassLink shall maintain business insurance policies to protect the customers that it serves.

Hosting
- We host the ClassLink system on Amazon Web Services (AWS). AWS facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Amazon infrastructure can be found at http://aws.amazon.com/security.

Security Reviews/Audits
- We engage expert independent security firms to periodically review our policies, procedures, technical infrastructure, and software code each year. Certain of these expert firms provide statements that certify our compliance with regulatory requirements such as FERPA and COPPA. ClassLink also undergoes security audits for SOC 2, CSA Star, and ISO 27001. More information about these certifications can be found at www.classlink.com/privacy.

Commitments to Industry Efforts on Privacy and Security
- ClassLink is a signatory to the Student Privacy Pledge (http://studentprivacypledge.org). More information about these certifications can be found at www.classlink.com/privacy.

Compliance with General Data Protection Regulation (GDPR)
- General Data Protection Regulation (GDPR) is the current body of regulation regarding the handling of personal data for citizens of the European Union (EU). The primary objective of the GDPR is to give citizens control of their personal data. ClassLink is compliant with the EU General Data Protection Regulation. GDPR includes 11 chapters and nearly 100 articles. More information can be found at www.classlink.com/privacy.

We value your business and respect the importance of information security. We continually strive to mitigate and minimize risk. Computer security is a relative concept. No computer system connected to the Internet can be completely secure and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so that you understand we are committed to your information security by best practice / risk management strategies. You may also need this *Security Statement* for your auditors and insurance policy holders. If you require any further information, please don't hesitate to contact us.

Signature of Acceptance

The following is the signature of acceptance to the terms of the attached:

ClassLink Software License Agreement

ClassLink Service Level Agreement

Non-Disclosure Agreement

Accepted by:

Customer:	ClassLink:
	47 E Madison Avenue Suite 7 Clifton, NJ 07011
Lincolnwood SD 74	
Name of Organization	
Lincolnwood, IL 60712	
City, State Zip	
Signature	Signature
	Jeffrey S. Janover
Print Name	Print Name
	VP of Security and Interoperability
Title	Title
	4/18/2022
Date	Date

Fax to 973-546-5981 or email to accounting@classlink.com