

State Specific Contract Provisions

The following provisions are required by each State listed here. These provisions are incorporated into any and all agreements currently existing between McGraw Hill LLC ("McGraw Hill") and Subscriber. By entering into an agreement with McGraw Hill, Subscriber acknowledges and consents to the applicable provisions contained herein. It is the sole responsibility of Subscriber to comply with the appropriate requirements. If you have any questions or concerns, please send an email detailing your concern to BidsandContracts@mheducation.com.

Connecticut

McGraw Hill agrees to comply with the following legal and statutory requirements required by Connecticut General Statute §§ 10-234.

All Subscriber Data (as defined in the [Terms of Service](#)) provided or accessed pursuant to this Agreement is not the property of, or under the control of, McGraw Hill.

Subscriber must have access to and the ability to delete any Subscriber Data in McGraw Hill's possession. Subscriber may request the deletion of Subscriber Data by submitting McGraw Hill's Privacy Request Form:

<https://www.mheducation.com/privacy/privacy-request-form>

McGraw Hill shall not use Subscriber Data for any purposes other than those authorized pursuant to this Agreement.

A student, parent or legal guardian of a student may review Personally Identifiable Information (as defined in the Terms of Service) concerning the student End User and correct any erroneous information, if any, in such Personally Identifiable Information, by Subscriber submitting McGraw Hill's Privacy Request

Form: <https://www.mheducation.com/privacy/privacy-request-form>.

McGraw Hill shall take actions designed to ensure the security and confidentiality of Subscriber Data.

The [McGraw Hill Data Privacy and Security Guidelines](#) contain a description of the procedures that McGraw Hill will follow to notify the local or regional board of education, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been a Security Incident (as defined therein).

Personally Identifiable Information concerning End Users shall not be retained by, or available to, McGraw Hill after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request to delete Personally Identifiable Information concerning End Users unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with McGraw Hill for the purpose of storing student-generated content.

The parties shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

The laws of the State of Connecticut shall govern the rights and duties of the parties.

If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application.

Illinois

McGraw Hill agrees to comply with the following legal and statutory requirements required by Illinois Compiled Statutes 105 ILCS 85/15.

1. McGraw Hill's [End User Privacy Notice](#) contains a list of the categories or types of Personal Information to be provided to McGraw Hill.
2. The product or service being provided to Subscriber by McGraw Hill may be found in the applicable purchase order.
3. Pursuant to the federal Family Educational Rights and Privacy Act of 1974, McGraw Hill is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which Subscriber would otherwise use employees, under the direct control of Subscriber, with respect to the use and maintenance of Personal Information, and is using the Personal Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless

otherwise permitted under the Illinois Student Online Personal Protection Act, without permission from Subscriber or pursuant to court order.

4. If a breach is attributed to McGraw Hill, any legally required, actual, documented costs and expenses incurred by Subscriber in investigating and remediating the breach will be reimbursable by McGraw Hill, which may include Subscriber's costs for: providing any legally required notification to parents, providing legally required credit monitoring to student End Users, legal fees, audit costs, fines, and any other fees or damages imposed against Subscriber as a result of McGraw Hill's security breach, and providing other legally required notifications or fulfilling any other requirements adopted by the State board or state or federal laws.
5. McGraw Hill must delete or transfer to Subscriber all Personal Information if the Personal Information is no longer needed for the purposes of the written agreement after the earlier of McGraw Hill's standard data retention period and (ii) Subscriber's written request that the Personal Information is no longer needed for the purposes of the written agreement. Subscriber may submit such request by submitting McGraw Hill's [Privacy Request Form](#).
6. If Subscriber maintains a website, Subscriber must publish its written agreement with McGraw Hill on Subscriber's website. If Subscriber does not maintain a website, Subscriber must make its written agreement with McGraw Hill available for inspection.