

**West Interactive Services Corporation d/b/a/ SchoolMessenger
Additional Terms of Use for Schools**

Thank you for choosing to read West Interactive Services Corporation d/b/a SchoolMessenger, a contractor performing institutional services and functions that will require our access to student data to perform those services and functions, ("**Provider**") Additional Terms of Use for Schools (the "**Additional Terms**"). As a Client using SchoolMessenger Passport ("**Services**"), these Additional Terms are an addendum to and hereby incorporated into your previously executed SchoolMessenger Renewal Authorization, dated June 20, 2016 ("Agreement"), and will be in full force and effect and binding upon both parties when the Additional Terms are executed by the Provider and the Client. Capitalized terms that are not defined below have the definitions given them in the Agreement.

By using our Service(s), you authorize us to access your Student Information System ("**SIS**") or receive Student Personally Identifiable Information ("**PII**") or other information via SIS, Secure File Transfer Protocol ("**SFTP**"), or any other secure transfer method to provide you software integration services.

1. KEEPING YOUR STUDENT PII CONFIDENTIAL AND COMPLYING WITH APPLICABLE LAWS

We treat your Student PII as confidential and do not share it with third parties other than as described in the Agreement and our [Privacy Policy](#).

Both parties agree to uphold their responsibilities under the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), and the Children's Online Privacy and Protection Act ("**COPPA**") and all applicable state and/or provincial laws, rules and regulations. We provide the Service(s) as an outsourced institutional function under FERPA 34 CFR Part 99.31(a)(l), and we acknowledge and agree that we will perform our services and functions under Client's direct control with respect to the use and maintenance of student data in connection with these services. COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent that you have received consent from the parents and/or guardians of the students whose data is being or will be collected as may be required by law, for us to collect information from students before allowing children under 13 to access our Service(s). We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Provider, and that they provide a copy of our [Privacy Policy](#) to parents and guardians which provides further information.

2. AUTHORIZATION TO ACCESS YOUR STUDENT PII

a. OUR ACCESS

You authorize us to access Student PII and will provide a way for us to access the information stored in your SIS. We will access and process Student PII only in order to provide the Service(s). As between us, you own all right, title and interest to all Student PII, you are solely responsible for any and all Student PII, whether provided by you, students, or others, and we do not own, control, or license Student PII, except to provide the Service(s).

b. THIRD PARTY ACCESS

You may designate one or more third party providers to securely access Student PII via our API. We will not send Student PII to a third party provider unless explicitly authorized by you. You acknowledge that we are not responsible for the data practices of third party providers, and that, as between us, you are solely responsible for the consequences of providing or transmitting Student PII to such third party providers, or authorizing those third party providers to access Student PII through the Service(s). At any time, you can revoke any third party provider's ongoing access to Student PII via the API by contacting us at info@schoolmessenger.com.

We provide access to Student PII only to authorized employees who have a legitimate need to access such information in order to provide the Service(s) to you. Of course, anyone involved in the handling of Student PII will treat such data as strictly confidential and shall be under obligation to not redisclose such data except as necessary in order to provide the Service(s). We will maintain access log(s) that record all disclosures of or access to Student PII within our possession and will provide copies of those access log(s) to you on your request.

3. HOW WE USE YOUR STUDENT PII

a. IN GENERAL

By submitting Student PII or other information to us, whether via the Service(s) or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license pursuant to these Additional Terms and the Agreement to use, transmit, distribute, modify, reproduce, display, and store the Student PII only for the purposes of: (i) providing the Service(s) as contemplated in these Additional Terms and our Agreement, and (ii) enforcing our rights under these Additional Terms and our Agreement. Subject to the Paragraph B below, we will not use the Student PII for any purpose except as explicitly authorized by these Additional Terms and our Agreement. For clarity and without limitation, we will not use Student PII to engage in targeted advertising.

b. ANONYMIZED DATA

You agree that we may collect and use data derived from Student PII, including data about any User's access and use of the Service(s), that has been anonymized, aggregated, or otherwise

de-identified such that the data cannot identify a particular student, User, or School. We may use such data to operate, analyze, improve or market our Service(s). If we share or publicly disclose information (e.g., in marketing materials) that is derived from Student PII, that data will be aggregated or anonymized to avoid identification of a specific School or individual student. For example, we may (i) track the number of School administrators on an anonymized aggregate basis as part of our marketing efforts to publicize the total number of Users of the Service(s), and (ii) analyze aggregated usage patterns for product development efforts. We will not re-identify anonymized student data at any time.

4. DELETING STUDENT PII AND TERMINATING YOUR ACCESS TO THE SERVICES

a. DELETING STUDENT PII

You may request in writing that we delete any of your Student PII in our possession at any time. We will comply with your request in a commercially reasonable time not to exceed one business day. If you grant access to Student PII to a third party provider and subsequently need that data deleted, you need to request such deletion directly from that third party provider.

b. TERMINATING YOUR ACCESS TO THE SERVICES

You may, at any time and for any or no reason, terminate these Additional Terms by providing written notice to info@schoolmessenger.com except that provisions that by their nature should survive termination will survive termination, such as provisions relating to warranty disclaimers, limitations of liability, indemnities, and governing law.

Upon our receipt of such notice of termination we will cease accessing your SIS and immediately begin the process of returning all data files over to you and thereafter erasing and/or destroying any data files, including copies of the data files or portions thereof that may reside in system backups, temporary files, or other storage media or are otherwise in our possession, in a manner consistent with technology best practices and industry standards for secure data disposal. We will return and then delete or de-identify all Student PII within ninety-six (96) hours of our receipt of the termination notice, except for Student PII residing on backups or internal logs which will be removed within sixty (60) days, and will provide notice to the School when Student PII has been deleted and/or anonymized as described in Section 3(b) above. As noted above, Student PII that has previously been made available to third party providers may still be in third party providers' possession notwithstanding the School's termination of these Additional Terms and our Agreement, and the third party provider's subsequent use or deletion will be governed by any agreements between School and third party providers. We may terminate these Additional Terms and our Agreement in accordance with the Agreement.

5. PRIVACY AND SECURITY

We care deeply about the privacy and security of Student PII. We maintain strict administrative, technical, and physical safeguards to protect Student PII stored in our servers, which are located

in the United States. We will provide you with prior written notice if the Provider’s servers are moved outside of the U.S. We limit access to Student PII only to those authorized employees who have a legitimate need to access such data in the performance of their duties, and we provide employee training on privacy and data security laws and best practices. If there is any disclosure or access to any Student PII by an unauthorized party that triggers any third party notice requirements under applicable laws, you agree that, as the owner of the Student PII, you may be responsible for the timing, content, cost, and method of any required notice and compliance with those laws. Provider shall provide written notice of any unauthorized disclosure of Student PII to Client no later than the next business day after learning of any unauthorized disclosure.

QUESTIONS

If you have any questions or concerns about our Service(s) or anything in our Agreement, these Additional Terms, or our Privacy Policy, please contact us at info@schoolmessenger.com and we'll do our best to promptly respond to you.

Exhibit A

Per the terms of our agreement, School Messenger Additional Terms of Use for Schools, you further designate the following as a third party with whom SchoolMessenger is authorized to share or otherwise provide access to student information under your control:

Education Framework, Inc.
19774 Clarion Avenue
Bend, Oregon 97702
Toll-free (877) 978-1583
info@educationframework.com

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: _____ Date: _____

Name: _____ Title: _____

Agreed and Acknowledged by the following who is authorized to sign on behalf of the Provider:

Signature: _____ Date: _____

Name: _____ Title: _____