

AGREEMENT

This Agreement ("Agreement") is entered into by and between VoiceThread - ("VoiceThread") and Cambridge Public Schools("Customer") as of September 5th, 2015. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Background

VoiceThread provides a hosted, web-based environment for creating, posting, and accessing interactive, multimedia presentations and for permitting defined users to comment on these presentations using text, audio, video or digital ink (collectively, the "VoiceThread System").

Customer is an institution that wishes to use the VoiceThread System in connection with its mission by permitting Authorized Users (as defined below) to create, transmit, access, use, and distribute data and information, including images, text, and audio and video content (collectively, the "Content") hosted on the VoiceThread System.

2. Definitions

"Authorized Users" means any or all of the following categories of persons designated by Customer to access and use the VoiceThread System, and who are subject to the Terms of Use: (a) individuals officially affiliated with Customer (such as staff, faculty, enrolled students, volunteer staff, and affiliated researchers); (b) individuals not officially affiliated with Customer but who have an educational or scholarly or similar association with Customer (such as visiting researchers and lecturers); (c) individuals physically present in the facilities of Customer; and (d) other individuals authorized by Customer.

"Effective Date" means the date first written above.

"Intellectual Property Rights" means any and all trademarks and trademark applications, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights, moral rights, and/or rights of publicity.

"Terms of Use" means those terms and conditions governing access to and use of the VoiceThread System by Authorized Users.

3. Grant of License

VoiceThread hereby grants to Customer and its Authorized Users a nonexclusive, nontransferable license (a) to access and use the VoiceThread System; (b) to transmit Content

to the VoiceThread System; (c) to access, display, reproduce, distribute, download, use and make performances of the Content.

4. Access and Use

4.1 Permitted Uses. Customer may make its Content and other public content on the VoiceThread System available to Authorized Users for use in connection with Customer's mission, including without limitation, for (a) classroom instruction and related classroom activities; (b) student assignments and research; (c) research activities of faculty, scholars, and curators; (d) public display or public performance as part of a presentation, such as in an educational, cultural, or scholarly seminar, class, lecture, conference, exhibit, or workshop, or a similar activity; (e) use in a student, faculty, or curatorial portfolio, including public display thereof; and/or (f) use in research or a dissertation.

4.2 Prohibited Uses. Customer and/or Authorized Users shall not: (a) knowingly upload, post, display, make performances of, or otherwise make available, distribute, reproduce or use any Content that violates or infringes any third party right or that violates any international or domestic, federal, state or local law, statute or regulation; (b) knowingly upload, post, transmit or otherwise make available, display, make performances of, distribute, reproduce, or use any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (c) circumvent, disable, or override any encryption features or other protections in the VoiceThread System; and/or (d) use the VoiceThread System in any way that is not authorized under this Agreement.

4.3 Limitation on VoiceThread Use. VoiceThread shall have no right to use (other than for the purposes of complying with its obligations under this Agreement) or distribute (other than to Customer and Authorized Users) the Content. VoiceThread will ensure that the Content on the VoiceThread System is accessed and used only by Customer and Authorized Users in accordance with the terms of the Student Data Data Breach Special Terms and Conditions, Attachment C.

4.4 Fair Use and Other Exceptions to the US Copyright Laws. Nothing in this Agreement should be construed or interpreted to limit those uses of Content that are permitted under the fair use, educational exceptions, or other provisions of the US copyright or other intellectual property rights laws, and it shall not be a breach or violation of this Agreement if Customer uses Content in a manner permitted under such provisions of U.S. copyright or other intellectual property laws.

4.5 Electronic Access. Content will be stored at one or more locations in digital form and accessible by telecommunications links between such locations and Customer and/or Authorized Users' workstations. VoiceThread shall make the VoiceThread System available online in digital form to Customer and Authorized Users within a reasonable time from VoiceThread's receipt of an executed copy of this Agreement.

4.6 Withdrawal. Customer may withdraw Content from the VoiceThread System at any time by giving written notice to VoiceThread. Upon withdrawal, VoiceThread shall ensure that such Content is not accessible on the VoiceThread System, and VoiceThread shall have no rights with respect to such Content.

5. Security, Privacy and Usage Data

5.1 Security. The parties shall cooperate to protect the VoiceThread System and the Content from any use that is not permitted under, or is a violation of, this Agreement and/or the Terms of Use and/or the Student Data/Data Breach Special Terms and Conditions, Attachment C, and to educate and inform Authorized Users of the Terms of Use, Attachment B. The parties shall take reasonable steps to effectuate all reasonable security procedures required to protect the security of the VoiceThread System and the Content.

5.2 Privacy Policy. The parties shall cooperate in the implementation of security procedures as they are developed. The Privacy Policy set forth in the Terms of Use may be amended from time to time by VoiceThread, provided that such changes shall only take effect following 30 calendar days after written notice has been sent to Customer and agreed upon in writing by the Customer and VoiceThread, and such changes shall not contradict the terms and provisions of the Student Data/Data Breach Special Terms and Conditions, Attachment C. Should Customer object to such proposed changes, the parties agree to mutually cooperate to address the concerns of both parties and to reach mutually agreeable changes (if any) to the Privacy Policy.

5.3 Violation or Suspected Violation. Each party agrees to notify the other party promptly upon learning or being notified of any violation or suspected violation of this Agreement or of the Terms of Use and/or the Student Data/Data Breach Special Terms and Conditions, Attachment C, and to investigate and cooperate fully and promptly in investigating such known or suspected violations, and to take other measures that the parties deem mutually appropriate in any case involving knowing and willful violations.

5.4 Usage Data. VoiceThread may monitor activity and use of the VoiceThread System by Customer and/or Authorized Users consistent with VoiceThread's Privacy Policy solely to protect the VoiceThread System against unauthorized uses and to learn about the uses made by users of the VoiceThread System. The parties shall not disclose to others data from which an individual could be identified, unless such disclosure is reasonably necessary for pursuing a claim or investigation concerning major alleged violation(s) of the Terms of Use and/or the Student Data/Data Breach Special Terms and Conditions, Attachment C or is in response to a subpoena, court order, or other legal proceeding. VoiceThread agrees to provide periodically usage data to Customer.

6. Fees

Customer shall make payments to VoiceThread, under the terms set forth in Attachment A, for the license granted herein.

7. Term and Termination

7.1 Term of Agreement. This Agreement shall continue in effect from the Effective Date and shall remain in effect for one year unless renewed in writing by the parties or terminated early in accordance with Section 7.2.

7.2 Termination. In addition to the other rights of termination set forth in this Agreement, in the

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event that either party believes that the other party has materially breached any obligations, representations, or warranties under this Agreement, such party shall so notify the breaching party in writing. The breaching party will have 60 days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that such cure has been effected. If the breach is not cured within the 60-day period, the non-breaching party shall have the right to terminate the Agreement upon written notice. Customer may terminate this Agreement without cause upon not less than 90 days written notice before the end of the then-current term, and effective upon 5 business days after the date of such notice, this Agreement would terminate.

7.3 Access to Content Upon Termination. Upon the termination or expiration of this Agreement, and in the absence of another agreement executed between the parties, VoiceThread shall, at the request of Customer, remove the Content from the VoiceThread System, including any copies of Content stored on servers or existing in any other form. The parties agree that this provision does not supersede the provisions and requirements of the Student Data/Data Breach Special Terms and Conditions, Attachment C.

8. Notices

All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier and shall be deemed received upon such delivery, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, unless an alternate form of notice is expressly permitted herein or a different notice period is specified. Notice shall be addressed and delivered to the persons and addresses set forth below. If any notice is sent by facsimile, confirmation copies must be sent. Either party may from time to time change its notice information by written notice to the other party:

To Customer:

To VoiceThread:

Superintendent of Schools	VoiceThread
Cambridge Public Schools	P.O. Box 970533
159 Thorndike Street	Boca Raton FL 33497-0533
Cambridge, MA 02141	

9. Representations, Warranties, and Disclaimers

9.1 Authority to Enter into Agreement. Each party represents and warrants that it has the authority to enter into this Agreement, and to bind that party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.

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9.2 Maintain Security. VoiceThread represents and warrants that it shall, in accordance with the provisions of the Student Data Data Breach Special Terms and Conditions, Attachment C, exert reasonable efforts to maintain sufficient security with respect to any and all IP addresses, usernames, passwords, and/or users' email addresses provided by Customer or its Authorized Users such that such information will only be used as needed for making available the VoiceThread System or to investigate or prevent suspected violations of law.

9.3 Availability of VoiceThread System. VoiceThread shall make reasonable efforts to provide continuous availability of the VoiceThread System. Customer recognizes that the VoiceThread System may not be available from time to time due to maintenance of the server(s), the installation or testing of software, the loading of enhancements or other features, and downtime relating to equipment or services outside the control of VoiceThread including but not limited to public or private telecommunications services or internet nodes or facilities.

9.4 VoiceThread SLA. During the Term of the applicable VoiceThread Agreement (the "Agreement"), the VoiceThread Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "VoiceThread SLA"). If VoiceThread does not meet the VoiceThread SLA, and if Customer meets its obligations under this VoiceThread SLA, Customer will be eligible to receive the Service Credits described below. This VoiceThread SLA states Customer's sole and exclusive remedy for any failure by VoiceThread to meet the VoiceThread SLA.

Definitions. The following definitions shall apply to the VoiceThread SLA.

- "Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.
- "VoiceThread Services" means the VoiceThread web app, html Universal app, or mobile app.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means the VoiceThread Services
- "Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify VoiceThread within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by VoiceThread to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts. VoiceThread SLA Exclusions. The VoiceThread SLA does not apply to any services that expressly exclude this VoiceThread SLA (as stated in the documentation for such services) or any performance issues that resulted from Customer's equipment or third party equipment, or both (not within the primary control of VoiceThread).

10. Miscellaneous

10.1 Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Massachusetts, excluding any such laws that might direct the application of the laws of another jurisdiction.

10.2 Entirety of the Agreement. The terms and conditions of this Agreement and its Attachments A through C hereto, supersede all prior oral and written Agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the parties with respect to the matters contained herein. To the extent there is any conflict between this Agreement, the Terms of Use and the Student Data/Data Breach Special Terms and Conditions, Attachment C, the Student Data/Data Breach Special Terms and Conditions, Attachment C and this Agreement shall govern in said order of descending priority. This Agreement nor its Attachments A through C shall not be modified or amended except by writing duly executed by authorized representatives of the parties.

10.3 No Assignment and No Third Party Beneficiary Rights. Neither party to this Agreement shall assign, transfer, subcontract, or sublicense this Agreement or any of the rights and obligations hereunder, without the prior consent of the other party. This Agreement has been executed for the sole benefit of the parties that are signatories to this Agreement and is not intended for the benefit of any third party. The parties expressly disclaim the creation of any third party beneficiary rights under this Agreement and agree that no third party shall have any rights under this Agreement.

10.4 No Agency, Joint Venture or Partnership. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

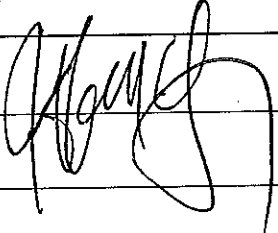
10.5 Waiver or Invalidity of any Provision or Breach. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision or provisions of this Agreement are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.6 Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one

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agreement.

IN WITNESS THEREFORE, the parties have caused this Agreement to be executed as of the Agreement Date in Attachment A hereto.

VoiceThread		Customer
By: <u>Steve Muth</u> Name: <u>Steve Muth</u> Title: <u>President</u>		By:  Name: _____ Title: _____

Attachment A - Fees

Cambridge Public Schools
Gina Roughton
159 Thorndike St.
Cambridge MA 02141

K-12 District License [KDL04]

Description	Annual Cost
<ul style="list-style-type: none">• Management Portal• Pro level accounts for all faculty and basic accounts for students• Unlimited Archival Export Credits• Unlimited phone commenting minutes (US and Canada only)• Custom domain and user interface• External Authentication (1)• Mobile app for iOS and Android devices• Advanced Security Options• Information Systems Integration• VT Universal App (compatible with screen readers)• Training and Enhanced Support	<p>Middle and High Schools \$3,654.00 Elementary Schools \$2,125.00 Total: \$5,779.00</p>

A copy of our W-9 form is available here:
<http://voicethread.com/media/misc/w9.pdf>
Facsimile: 253.785.0036

Attachment B
Terms of Use

Terms of Use

By using and/or visiting this webservice (including all content made available through the VoiceThread.com domain name, the "VoiceThread" webservice, or "Webservice"), you the user are hereby agreeing to the following terms and conditions outlined below. These terms apply to all data and information that you transmit to VoiceThread ("Content"). If you do not agree to any of these terms, please do not use the services provided by this webservice.

Basic Terms

1. You must be at least 13 years or older to register and use this Service. If you are under the age of 13, you must use an account created by a parent or guardian, and you must have the explicit permission of a parent or guardian to use the Service.
 2. You are responsible for all transactions that occur from within your account or under your screen name. You are responsible for keeping your password secure. You must immediately notify the VoiceThread of any breach of security or unauthorized use of your account. VoiceThread is not liable for losses caused by unauthorized use of your account, you may be liable to VoiceThread or others for such unauthorized use.
 3. VoiceThread hereby grants you permission to use the webservice as set forth in this Terms of Use, provided that: (i) your use of the webservice is solely for personal, noncommercial use; (ii) you may not copy or distribute any parts of the webservice, in any medium, without prior written authorization by VoiceThread; (iii) you will comply with the terms outlined in the Terms of Use.
 4. The use of some features of this webservice, require the creation of an account. You may never use another user's account without prior permission. You must provide accurate and complete information when creating an account on the VoiceThread Service.
 5. You agree not to employ automated systems (including crawlers, spiders, robots, etc) that send more requests to VoiceThread servers than possible to do by a human using a conventional web-browser in the same amount of time. However, VoiceThread allows the operators of public search engines to use spiders to copy materials from the webservice for sole purpose of creating public accessibility, but does not grant these operators permission to store, cache, or archive such materials for any other purpose.
 6. You may not use VoiceThread for any illegal, illicit, or unauthorized purposes. Users agree to comply with all local laws regarding online conduct and acceptable content. International users, outside of the United States, agree to comply with all local laws regarding online conduct and acceptable content usage.
 7. You are responsible for any and all content (data, text, information, screen name, graphics, photos, profiles, audio, video clips, links, or any information that you contribute to the VoiceThread Service) that you submit, post, create, and display on VoiceThread.
 8. You agree not to modify, adapt, or impair any service on VoiceThread or its derivative products or services. Additionally, you agree not to falsely imply association with VoiceThread.
 9. You agree not to transmit, construct, or provide means to send unwanted email messages to any VoiceThread user or use this webservice to convey unsolicited or unwanted emails to external users.
 10. You may not transmit any code, worms, or viruses or destructive code to the VoiceThread Service or to hosts such code on this webservice.
 11. You may not use VoiceThread to violate any laws in your jurisdiction or the jurisdiction of the United States. You may not post any content that violates the copyright, trademark or other intellectual property rights of VoiceThread or a third party.
- Violation of these terms can result in the immediate termination of your VoiceThread account and the removal of all associated content. While VoiceThread strictly prohibits such conduct and content on its Service, you understand and agree that VoiceThread cannot be responsible for the Content posted by users on the webservice. Furthermore, you understand that you may be exposed to such materials and that your use of VoiceThread is at your own risk.

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VoiceThread respects the intellectual property of others, and we ask you and our users to do the same. VoiceThread may disable and/or terminate a user's account if VoiceThread determines that the user is violating applicable copyright or other intellectual property rights of VoiceThread or any other third party.

12. VoiceThread may contain links by third party websites that are not owned, affiliated, or controlled by VoiceThread. VoiceThread has no control over and assumes no responsibility for content, policies, or practices of any third party website. Moreover, VoiceThread cannot edit or censor any of the content provided by these third party sites. By using the webservice, you are relieving VoiceThread from any and all liabilities arising from your use of these third party websites.

General Conditions

VoiceThread reserves the right to modify or terminate the VoiceThread service for any reason, without notice, at any time.

VoiceThread will not make any material changes to its privacy policies or its Terms of Use without providing prominent notice to CPS and giving it the option whether to allow its data to be used as described in the proposed changes. CPS must agree to any material changes in the privacy policy or Terms of Use before such changes become effective.

VoiceThread reserves the right to remove any user's account containing Content under the sole discretion of VoiceThread that may be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates intellectual property rights or violates the Terms of Use.

VoiceThread reserves the right to refuse service to anyone, for any reason, at any time.

Content and materials, provided through the VoiceThread service, posted on external third party websites must display a link back to the VoiceThread webservice on each and every page that include this hosted Content.

VoiceThread reserves the right to terminate any account that is found to be using VoiceThread merely for the purpose of hosting graphic or other electronic media such as web page designs, icons, emoticons, avatars, badges or other elements on external website in a fashion that has not been sanctioned explicitly by VoiceThread. This provision excludes embedding Content that VoiceThread has deemed acceptable for display on an external site.

Content submitted or made available through the Service

VoiceThread does not claim ownership of any Content you submit or make available for inclusion on the Service. However, with respect to any Content you submit or make available for inclusion on publicly accessible areas of the Service you grant VoiceThread the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion on publicly accessible areas of VoiceThread, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the content. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or VoiceThread removes such Content from the Service.

- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than the VoiceThread Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

- With respect to Commentary, when a user leaves commentary anywhere within any VoiceThread Forum user grants the owner of same VoiceThread Forum the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Commentary (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas that are available to the general public.

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Copyright (What's Yours is Yours)

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

VoiceThread respects the intellectual property of others and we ask our users to do the same. VoiceThread may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat offenders. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide VoiceThread's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located in the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

VoiceThread's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Copyright Agent c/o
VoiceThread
PO Box 970533
Boca Raton FL 33497-0533
Phone: (253) 785-0036
Fax: (253) 785-0036
copyright@voicethread.com

Privacy Policy

VoiceThread is a media sharing community which provides you with an easy way to publish and share media online, adding meaningful metadata and commentary to media. You do not need to be registered to search or view public media on VoiceThread, however you must be a registered member of VoiceThread to post or add commentary to VoiceThreads.

Information Collection and Use Practices

- You can choose to make your media and commentary public for anyone to access, restrict access to a limited number of other VoiceThread users, or keep your media and comments private so only you can access them.

Information Sharing and Disclosure Practices

- You can specify whether or not you want your media to be accessible to the public, accessible to a select few, or private (only you can access them with your VoiceThread ID and password).

Practices Regarding Your Ability to Update or Delete Information

- You can delete individual media and comments that you have on VoiceThread by selecting the media and your comments that you wish to delete, then clicking the delete button. Or you can delete an entire any of your own VoiceThreads by going into the 'options' tab and clicking delete.
- Visit your VoiceThread Accounts and Identities area to edit your profile, default privacy settings for media and comments, and more.

Other

- When you use VoiceThread, you are subject to the VoiceThread Terms of Use.
- Please give us feedback if you have questions about this service.

Privacy Policy

VoiceThread is a media sharing community which provides you with an easy way to publish and share media online, adding meaningful metadata and commentary to media. You do not need to be registered to search or view public

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media on VoiceThread; however, you must be a registered member of VoiceThread to post or add commentary to VoiceThreads.

Information Collection and Use Practices

- Personal information is provided by the user or institution and is limited to first name, last name, and email address. K-12 students under Ed.VoiceThread do not enter any information themselves, and fictitious email addresses and pseudonyms may be used.
- You can choose to make your media and commentary public for anyone to access, restrict access to a limited number of other VoiceThread users, or keep your media and comments private so only you can access them.

Information Sharing and Disclosure Practices

- VoiceThread does not sell or share personal information with any third party for their commercial or marketing purposes.
- VoiceThread may provide personally identifiable information to employees, consultants, affiliates or other businesses or persons for the purpose of processing such information on its behalf. In such circumstances, VoiceThread requires that these parties agree to protect the confidentiality of such information and to comply in all respects with this Privacy Policy and the terms of the Student Data Data Breach Special Terms and Conditions, Attachment C.
- VoiceThread may share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the Website.
- In addition, VoiceThread may release personally identifiable information to respond to a court order, subpoena, or search warrant in accordance with the terms of the Student Data Data Breach Special Terms and Conditions, Attachment C.
- In the event that VoiceThread is acquired by or merged with a third party entity, it reserves the right to transfer or assign the information it has collected from users as part of such merger, acquisition, sale, or other change of control only with prior written consent of the Cambridge Public Schools.
- You can specify whether or not you want your media to be accessible to the public, accessible to a select few, or private (only you can access them with your VoiceThread ID and password).

Practices Regarding Your Ability to Update or Delete Information

- Individuals may always access, correct, and delete personal information. Institution administrators may also do this on behalf of their users.
- You can delete individual media and comments that you have on VoiceThread by selecting the media and your comments that you wish to delete, then clicking the delete button. Or you can delete an entire any of your own VoiceThreads by going into the 'options' tab and clicking delete.
- Visit your VoiceThread Accounts and Identities area to edit your profile, default privacy settings for media and comments, and more.

Other

- When you use VoiceThread, you are subject to the VoiceThread Terms of Use.
- Please give us feedback if you have questions about this service.

VoiceThread complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. VoiceThread has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view VoiceThread's certification, please visit <http://www.export.gov/safeharbor/>

Attachment C
Data Breach Addendum

STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS

This Student Data/Data Breach Special Terms and Conditions dated _____ (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS") and _____ ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS have contracted for the Contractor to provide a cloud based communication and collaboration platform ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information ("Data Files").

_____ CPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The Data Files will be used by the Contractor's employees to populate student data for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to data from any source that contains personally identifiable information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any personally identifiable student data contained therein under this Agreement shall not under any circumstances transfer from Contractor to any other party.

2. Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files, including without limitation, any student data and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files, including without limitation, any student data and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files and that it and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:
- (i) use personally identifiable student data shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
 - (ii) use reasonable methods, consistent with industry standards, to protect the Data Files and/or any personally identifiable student data contained therein from re-

disclosure, and to not share the Data Files and/or any personally identifiable student data received under this Agreement with any other entity without prior written approval from CPS.

- (iii) not copy, reproduce or transmit the Data Files and/or any personally identifiable student data contained therein ,except as necessary to fulfill the Services.
- (iv) notify the Chief Information Officer for CPS in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any Data Files and/or personally identifiable student data contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach.
- (v) not provide any Data Files or any personally identifiable data contained therein to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 CFR 99.31(a)(6)(iii).
- (vi) to maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files.
- (vii) to, upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (5) business days of receipt of said request
- (viii) to, upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) days of receipt of said request.
- (ix) to, in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner and subsequently erasing and/or otherwise destroying any Data Files, be it digital or physical form, still in Contractor's possession such that Contractor is no longer in possession of any student work belonging to CPS.
- (x) to delete CPS Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- (xi) to, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

- (xii) to implement and maintain appropriate security measures for High Risk Confidential Information, which is defined to include, but not be limited to, names, dates of birth, addresses and other basic contact information, which shall be at least as protective of the confidentiality of such information as the safeguards for personal information set forth in 201 C.M.R. 17.00

4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information. Further, the Contractor

hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g, and to fully protect the confidentiality of any student data and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if personal information and/or student record information is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such personal information and/or student record information will be deleted from such devices at the expiration of the contract between the parties.

5. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any personally identifiable student data contained therein, or may own, lease or control equipment or facilities of any kind where the Data Files and any personally identifiable student data contained therein is stored, maintained or used in any way.

Agreement

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

INSERT NAME OF CONTRACTOR

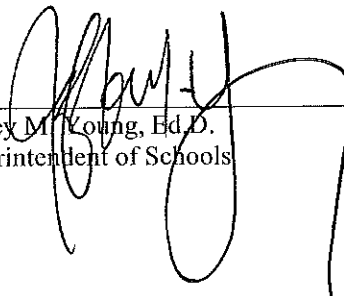
CAMBRIDGE PUBLIC SCHOOLS



Name Steve Muth

President

Title



Jeffrey M. Young, Ed.D.
Superintendent of Schools