

STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS

This Student Data/Data Breach Special Terms and Conditions dated July 24 2015 (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS") and SchoolCity Inc. ("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 Assessment and Data Management software ("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") and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). 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 (3) 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.

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, including without limitation, all standards for the protection of personal information

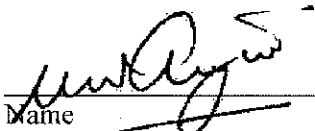
of residents of the Commonwealth and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor 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 regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 *et seq.*, 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 devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that all personal information and/or student record information is only reviewed and stored on servers, not on any laptop or mobile electronic devices.

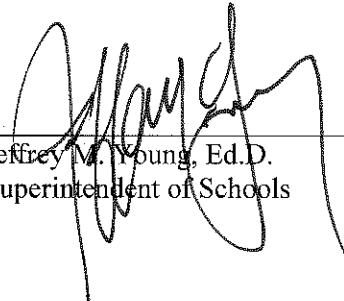
5. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access 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.

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.

SchoolCity, Inc.

CAMBRIDGE PUBLIC SCHOOLS


Name _____


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

July 22, 2015
Title _____

~~MEMORANDUM OF AGREEMENT BETWEEN CPS AND SCHOOLCITY, INC.~~
REGARDING STUDENT DATA

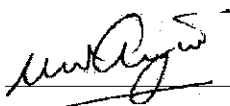
This Memorandum of Agreement dated July 24, 2015 (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS") and SchoolCity, Inc., a corporation organized under the laws of the state of Delaware, with a principal place of business located at 2900 Lakeside Drive, suite 270, Santa Clara, CA 05054 ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and CPS are in the process of negotiating an agreement for the Contractor to provide a fully functional Assessment, Data Analysis and Reporting System. Additionally, Contractor and CPS anticipate that Contractor will provide a fully functional Assessment, Data Analysis and Reporting System for teacher training in late August/early September 2015, all of which are institutional services and functions, (hereinafter collectively referred to as "the Services"). Contractor and CPS acknowledge and agree that in order to provide CPS with a fully functional Assessment, Data Analysis and Reporting System for teacher training by August 27, 2015, that the Contractor will need to begin implementation and data loading by no later than July 27, 2015. CPS agrees to provide Contractor with student data files on a temporary basis in order for Contractor to meeting the training deadline and in anticipation of purchase approval by CPS' School Committee at its meeting on August 11, 2015, subject to the Contractor agreeing to comply with the terms and conditions set forth below in this Agreement with respect to the student data (hereinafter referred to as "Data Files"). In the course of performing the Services, Contractor agrees that it will load and maintain CPS' Data Files on a secure server at no additional cost while the purchase approval is pursued. If CPS does not receive approval for purchase by September 10, 2015 (thirty (30) days after the School Committee meeting), Contractor will remove and/or destroy all Data Files from any and all Contractor systems. Further, Contractor acknowledges and agrees that as part of this Agreement it will be obtaining 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") and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"), the No Child Left Behind Act Publication 107-110, and Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). 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. Further details regarding data privacy have been addressed and agreed to in a separate document titled, STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS. This document is attached to this Memorandum of 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.

SCHOOLCITY, INC.



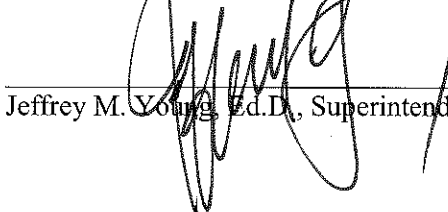
Vaseem Anjum

Name

President/CEO

Title

CAMBRIDGE PUBLIC SCHOOLS



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