Created Date:
Sales Order #:

BrightBytes®

Sales Order

Organization Name:
Organization Contact:

Bill To:

Prepared By: Chris Swango

This Sales Order (the "Sales Order") is effective as of the Effective Date listed below between [DISTRICT NAME, ADDRESS] ("Customer") and BrightBytes, Inc., a Delaware corporation with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("BrightBytes") and by signing this Sales Order below, Customer represents and agrees that it has read, understood, and agreed to all of the terms set forth in the Data Sharing Agreement, including but not limited to the BrightBytes Terms of Service and the BrightBytes Privacy Policy, which collectively with this Sales Order form the entire agreement between BrightBytes and Customer (the "Agreement").

The following are the applications and services that will be provided on the Clarity platform.

Your term will commence upon execution of the Data Sharing Agreement and Sales Order and will end no later than September 30, 2025.

Item	Price
EdTech Impact and Progress Monitoring	$0.00
Total:	$0.00

Authorized By (sign)   (Print Name)   (Title)   Date

Please remit signed proposal by email to billing@brightbytes.net .

BRIGHTBYTES TERMS OF SERVICE

Welcome to BrightBytes, the online service of BrightBytes, Inc. ("**BrightBytes**," "**we**," or "**us**"), a wholly-owned subsidiary of Google LLC. This page includes the terms by which you as a customer ("**Customer**" or "**you**" or "**your**") may use our online website, BrightBytes Platform, and other online products and services that refer to these Terms of Service (each a "**Service**" or collectively, the "**Services**").

By accessing or using the Services, checking the box indicating your acceptance, or by executing a Partnership Agreement or a Sales Order that references these Terms of Service (these "**Terms**"), you signify that you have read, understood, and agree to be bound by these Terms, and to the collection and use of your information as stated in the BrightBytes [Privacy Policy](https://www.brightbytes.net/privacy-policy) (available at: https://www.brightbytes.net/privacy-policy) whether or not you are a registered user of our Services. These Terms apply to all users and other visitors to the Services ("**Users**").

Capitalized terms that are not defined in these Terms are as defined in the BrightBytes Sales Order or its Addenda.

1. Relationship to Other Agreements

1.1 Other BrightBytes and Third-Party Services. Depending on the services or materials you will be providing to, or receiving from, BrightBytes, other terms may apply in addition to or instead of these Terms. Your use of other BrightBytes services or third-party services is not governed by these Terms. Your use of other BrightBytes services is governed by the terms that apply to those services. Your use of third-party services is governed by separate terms between you and the third parties providing the services. You must not use the Services to access other BrightBytes services or third-party services in a manner that violates the terms of the BrightBytes services or third-party services. You are solely responsible for ensuring that you have the necessary rights to connect to and use any third-party services. BrightBytes does not operate, support, endorse, monitor, control, or assume any responsibility or liability whatsoever for third-party services. BrightBytes is not responsible for the security practices or privacy policies of third-party services.

If you are a partner who is or will be providing frameworks to your customers for analysis of data and information via the BrightBytes Platform ("**Frameworks**"), the terms of your separate written agreement with us as a partner (the "**Partnership Agreement**"), and not these Terms, will apply. If you are a customer of BrightBytes who is or will be purchasing access to Frameworks or other Services, these Terms, together with the terms of your Sales Order and its addenda, including without limitation the Data Processing Agreement (each an "**Addendum**"), will apply. Throughout these Terms,

"this **Agreement**" means collectively these Terms and the terms of your Sales Order together with all of its Addenda. Each Sales Order together with these Terms form a separate Agreement.

1.2 Order of Precedence. In the event of a conflict between these Terms and the terms of your Sales Order or any of its Addenda, the terms of the Sales Order or its Addenda will take precedence over these Terms.

2. Use of Our Service

BrightBytes provides a website, software, and services to assist school districts, schools, and other educational partners in accessing, using, and analyzing data with the goal of improving student learning outcomes.

2.1. Eligibility

This Agreement is a contract between you and BrightBytes. You must read and agree to these Terms before using the Services. If you do not agree, you may not use the Services. You may use the Services (i) only if you can form a binding contract with BrightBytes, and (ii) only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. By accessing or using the Services, you affirm that you: (1) are at least eighteen (18) years of age or older; (2) have read, understand, and agree to be bound by all these Terms and any other applicable terms; and (3) if you are accepting on behalf of an organization, you have full legal authority to bind the organization to these Terms.

2.2. BrightBytes Service

Subject to the terms and conditions of this Agreement, during the Term you are hereby granted a non-exclusive, limited, non-transferable, revocable, non-sublicensable right to access and use the Services. BrightBytes may terminate this right at any time for any reason or no reason, subject to the applicable terms in this Agreement.

2.3. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the BrightBytes servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that BrightBytes grants the operators of public

search engines revocable permission to use spiders to copy publicly available materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security of or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services, unless explicitly permitted otherwise in the Agreement; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; or (xiii) crawling, scraping, or otherwise accessing the Services for any competitive or market research purposes.

We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including without limitation, if in our sole determination you violate any provision of this Agreement.

2.4. Account and Passwords

Upon completing the registration process, you will receive a unique account ID and password for each of your Users (the "**Account Information**"). The Account Information may be used only by your Users, and you are responsible for ensuring that each of your Users maintains the confidentiality of the Account Information. You shall be solely responsible for all activities that occur using your Account Information. You shall notify us immediately of any unauthorized use or loss of any Account Information or any other breach of security with respect to your or your Users' use of the Services. Account Information is subject to cancellation or suspension by us at any time if we reasonably believe that such Account Information is being misused, used by an unauthorized user, or if you have materially breached this Agreement. The reissuance or reactivation of any Account Information shall be at our sole discretion.

3. Personal Information and Student Data

For information about how we collect, use, disclose or otherwise process information about you, please see our [Privacy Policy](https://www.brightbytes.net/privacy-policy) (available at: https://www.brightbytes.net/privacy-policy). Personal Data that we process on your behalf as a part of the Services (including Student Data), will be subject to our Data Processing Agreement.

4. Confidentiality

4.1 Definition. "**Confidential Information**" means any information marked or otherwise identified in writing by either you or us as proprietary or confidential or that, under the circumstances surrounding the disclosure, should be known to constitute proprietary or confidential information. Confidential Information of each party shall include, without limitation, information regarding its respective business, strategies, plans, suppliers, clients, finances, business plans, product development, technology, and software. For the avoidance of doubt, BrightBytes' Confidential Information shall include without limitation (a) the terms and conditions of this Agreement, including, but not limited to, the Data Processing Agreement, and (b) the non-public, proprietary aspects, designs, and features of the Services.

4.2 Duty of Confidentiality. Neither party will use the other party's Confidential Information except for the purpose of exercising its rights or carrying out its obligations under this Agreement. Each party will disclose the other party's Confidential Information to its employees, agents, representatives, and consultants only on a need-to-know basis and subject to reasonable confidentiality obligations on such persons. Each party will protect the other party's Confidential Information using reasonable care to prevent the unauthorized use or disclosure of such Confidential Information. You will not disclose any non-public portions of this Agreement, such as the Sales Order or Data Processing Agreement, or any portion of those terms to any third party or the public unless required by applicable law.

4.3 Exclusions. The obligations set forth in this Section 4 will not apply to any information that: (i) was rightfully previously known to either party free of any obligation of confidentiality; (ii) is or becomes publicly available other than by means of unauthorized disclosure by either party; or (iii) is required to be disclosed pursuant to statute, regulation, or order of a court.

4.4 Remedies for Breach. The receiving party agrees that the disclosing party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened or intended breach of this Agreement. Such injunctive relief

shall not be a party's exclusive remedy for any breach of the Agreement but will be in addition to all other remedies available at law or in equity.

5. Representations and Warranties; Disclaimers

5.1 Mutual Representations and Warranties. Each party represents and warrants that: (i) it has full authority to enter into this Agreement; and (ii) this Agreement shall constitute a valid and binding obligation on such party, enforceable in accordance with its terms.

5.2 Limited Warranty by BrightBytes. BrightBytes warrants that the Services will perform substantially in accordance with its documentation or specifications. The foregoing warranty shall not apply to performance issues of the Services: (i) caused by factors outside of our reasonable control; (ii) that result from any of your actions or inactions, including without limitation your Users, or those of any third parties; or (iii) that result from your data structure, operating environment, equipment, or third-party software or solutions.

5.3 Limited Warranty by You. You represent and warrant that you are the owner of or otherwise have the right to use and provide all data and materials furnished or licensed by you to us in connection with this Agreement, and that such data and materials do not now and will not at any relevant time infringe upon any third party's Intellectual Property Rights (as defined in Section 7.2).

5.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 5, BRIGHTBYTES AND ITS LICENSORS DO NOT MAKE, AND EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES THAT THE SERVICES OR ANY MATERIALS PROVIDED WILL BE ERROR-FREE, UNINTERRUPTED, OR COMPLETE, AND (II) ANY REPRESENTATIONS OR WARRANTIES ABOUT CONTENT, RESULTS, OR INFORMATION ACCESSIBLE THROUGH THE SERVICES.

6. Limitations of Liability

6.1 Indirect Damages Waiver. BRIGHTBYTES AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DATA, PROFITS, GOODWILL, OR OTHER ECONOMIC ADVANTAGE,

EVEN IF BRIGHTBYTES HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL BRIGHTBYTES OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY SUCH DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR ANY MATERIALS PROVIDED, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES OR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES.

6.2 Liability Cap. IN NO EVENT WILL BRIGHTBYTES' AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BRIGHTBYTES FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM UNDER THIS AGREEMENT. IF FEES ARE PAID TO AN AUTHORIZED PARTNER, BRIGHTBYTES' AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BRIGHTBYTES FROM SUCH PARTNER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM UNDER THIS AGREEMENT.

7. Indemnification

7.1 Customer Indemnity. Subject to applicable federal or state law, and without waiving sovereign immunity, you agree to defend and indemnify BrightBytes, and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, in connection with any third-party legal proceedings arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of the Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) your negligence, fraud, or willful misconduct; or (vi) any other party's access and use of the Services with your unique username, password, or other appropriate security code. The indemnifying party shall be responsible for: (a) settlement amounts approved by the indemnifying party under Section 7.3, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction (collectively, "**Indemnified Liabilities**").

7.2 BrightBytes's Indemnity. BrightBytes will defend and indemnify Customer and its affiliates against Indemnified Liabilities in any third-party legal proceeding to the extent arising from an allegation that the Services used in accordance with the Agreement infringe the third party's patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world

("**Intellectual Property Rights**"). This indemnity will not apply to the extent the underlying allegation arises from (a) Customer's or any of its affiliate's breach of this Agreement, (b) a combination of the Services with materials, software, or other technology not provided by BrightBytes under this Agreement, unless the combination is required by this Agreement, or (c) any modification of the Services not made by BrightBytes.

7.3 Indemnification Conditions. The indemnifying party's obligations under Sections 7.1 and 7.2 are contingent on the indemnified party (i) giving the indemnifying party prompt written notice of the claim for which it seeks indemnification (provided that failure to timely notify shall only relieve the indemnifying party of its obligations to the extent that the delay in providing notice materially prejudiced such indemnifying party's ability to defend the claim); (ii) providing reasonable cooperation in the defense and all related settlement negotiations; and (iii) allowing the indemnifying party sole control over the litigation or settlement of such claim (except that if the settlement would adversely affect the indemnified party, then the settlement shall be subject to the indemnified party's prior written consent). The indemnified party reserves the right to retain separate non-controlling counsel, at the indemnified party's sole expense, to participate in the defense of any such claim. Any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. If breach of this Section 7.3 prejudices the defense of the third-party legal proceeding, the indemnifying party's obligations under Section 7.1 or 7.2 (as applicable) will be reduced in proportion to the prejudice.

8. Customer Data and User Generated Content

8.1 Customer Data. "**Customer Data**" means (i) all electronic data and information uploaded or submitted to the Services by you or on your behalf, including without limitation any Personal Data (as defined in the Data Protection Agreement) and (ii) the content generated by Users in connection with their use of certain Service functionality such as notes, survey responses, goals, and free-text fields (such content being "**User Generated Content**"). We claim no ownership rights over any Customer Data, and as between BrightBytes and you, you retain sole ownership of Customer Data.

8.2 Restrictions on User Generated Content. In connection with any User Generated Content, you affirm, represent, and warrant the following: neither you nor your Users will submit User Generated Content that (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by

exposing them to inappropriate content, asking for personally identifiable details, or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that contains personally identifiable information of you, your Users, or other people, without the permission of the individuals mentioned; or (ix) contains any information or content that you know is not correct and current. You agree that any User Generated Content that you submit does not and will not violate any applicable law or third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy. BrightBytes may reject or remove any User Generated Content that we believe, in our sole discretion, violates these provisions, but we do not have any obligation to monitor or remove any of your User Generated Content.

8.3 Disclaimer. We take no responsibility and assume no liability for any Customer Data that you or your Users submit or otherwise transmit via the Services. You shall be solely responsible for your Customer Data and the consequences of submitting it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your Customer Data. You understand and agree that you may be exposed to content that is inaccurate, objectionable, inappropriate for children, presents health risks, or may otherwise be unsuited to your purpose, and you agree that BrightBytes shall not be liable for any damages you allege to incur as a result of your Customer Data.

8.4 Customer Data License Grant. By submitting any Customer Data, you hereby grant, and you represent and warrant that you have all rights necessary to grant, to BrightBytes a royalty-free, sub-licensable, transferable, fully paid, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all Customer Data, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with providing the Services and BrightBytes' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.

9. Payment Terms

9.1 Invoicing and Fees. BrightBytes will issue an invoice to Customer for the fees for accessing and using the Services or for any services in accordance with the amounts specified on the Sales Order ("**Fees**") to the accounts listed on the Sales Order, and Customer will pay BrightBytes the Fees according to the terms below. Except to the extent prohibited by applicable law and as provided by Section 10.4(B), all amounts paid under the Agreement are non-cancellable and non-refundable and are deemed earned upon receipt.

9.2 Timing of Payments. Payments shall be made within thirty (30) days of the date of the invoice issued by BrightBytes. Without waiving or prejudicing any other rights or remedies, if Customer does not make payment in a timely manner, BrightBytes may suspend Customer's access to the Services, including without limitation to the BrightBytes Platform and associated applications, until such time as payments of the Fees are made current. BrightBytes will not be responsible for delays, costs incurred, or problems experienced by Customer due to the suspension of BrightBytes' performance under this Section.

9.3 Taxes. Customer will, in addition to the other amounts payable under this Agreement, pay all federal, state, and local sales, use, VAT, or other taxes imposed by reason of transactions under this Agreement (other than taxes based on BrightBytes' net income). If BrightBytes is required to pay any such taxes for which Customer is responsible, then the taxes will be billed to and paid by Customer. If Customer is required by law to withhold from any amount owed to BrightBytes, then the amount payable to BrightBytes will be increased to the extent necessary to ensure that, after such withholding, BrightBytes receives the net amount that it otherwise would have received in the absence of such withholding.

10. Term and Termination

10.1 Effective Date and Term. Unless earlier terminated as provided in this Section, this Agreement shall be effective as of the Effective Date specified on the Sales Order and shall continue through the term specified on the Sales Order ("**Term**").

10.2 Termination for Convenience. Either party may terminate this Agreement for any reason or for no reason by providing the other party at least thirty (30) days' prior written notice.

10.3 Termination for Cause. Either party shall have the right to terminate this Agreement immediately upon written notice to the other party: (a) if the other party breaches or fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party; or (b) if the other party (i) terminates or suspends its business,

(ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

10.4 Effect of Expiration or Termination.

(A)   Upon any expiration or termination of this Agreement, all rights to the Services will cease, and Customer and its Users will cease all use of the Services. Upon any termination of this Agreement by BrightBytes for cause or by Customer for convenience, all unpaid Fees for the then-current Term (if any) shall become immediately due and payable.

(B)   If you terminate this Agreement in accordance with Section 10.3 (Termination for Cause) or if we terminate this Agreement in accordance with Section 10.2 (Termination for Convenience), you are entitled to a prorated refund of any prepaid Fees covering the remainder of the term of all Sales Orders after the effective date of termination. If we terminate this Agreement in accordance with Section 10.3 (Termination for Cause), you are not entitled to any refund of prepaid Fees, and you will pay any unpaid Fees covering the remainder of the term of all Sales Orders. In no event will termination relieve you of your obligation to pay any Fees payable to us for the period before the effective date of termination.

(C)   Within five (5) days after expiration or termination of this Agreement, Customer shall return to BrightBytes or, upon BrightBytes' request, destroy, at Customer's expense, all BrightBytes Confidential Information and materials containing any such Confidential Information, including all copies thereof, and deliver to BrightBytes a certification, in writing signed by an officer of Customer, that all such Confidential Information, and all copies thereof have been returned or destroyed, and their use discontinued. Nothing contained herein shall limit any other remedies that BrightBytes may have for Customer's default nor relieve Customer of any obligations incurred before expiration or termination.

(D) The following Sections will survive any expiration or termination of these Terms: Section 1.1 (Other BrightBytes and Third-Party Services), Section 2.3 (Service Rules), Section 3 (Personal Information and Student Data), Section 4 (Confidentiality), Section 5.4 (Disclaimer of Warranties), Section 6 (Limitations of Liability), Section 7 (Indemnification), Section 9 (Payment Terms) (for Fees due and outstanding), Section 10.4 (Effect of Termination), Section 11 (Governing Law and Dispute Resolution), and Section 12 (General).

11. Governing Law and Dispute Resolution

11.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Each party hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief under this Agreement, or otherwise arising under or by reason of this Agreement. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11.2 Dispute Resolution. For any dispute with BrightBytes, you agree to first contact us at brightbytes-customer-relations@google.com and attempt to resolve the dispute with us informally.

12. General

12.1 Independent Contractors. The relationship between you and BrightBytes under the Agreement is that of independent contractors only. Nothing in this Agreement will be construed so as to constitute a partnership, joint venture, or agency relationship. Neither party will have any power or authority to bind the other in any transaction with a third-party. Unless otherwise expressly agreed by the parties, the services rendered hereunder shall be on a nonexclusive basis and the party rendering them shall be free to accept other engagements at all times.

12.2 Notices. Under the Agreement, all notices to Customer will be sent to the Notification Email Address, and notices to BrightBytes will be sent to brightbytes-legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.

12.3 Integration; Severability. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

12.4 Modifications. BrightBytes may modify this Agreement from time to time at its sole discretion. If BrightBytes makes a material change to this Agreement, BrightBytes will use reasonable efforts to provide you with notice 30 days prior to the change taking effect. The notice may be by email to the email address associated with your account or via a posting on the Services. You can review the most current version of this Agreement at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Agreement. The materially revised

Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting of the change. If you access or use the Service after the effective date, that use will constitute your acceptance of any revised terms or conditions.

12.5 Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that BrightBytes may assign this Agreement without consent in connection with a merger, consolidation, restructuring, or sale of all or substantially all of its equity, business, or assets to which this Agreement relates. Any other non-permitted assignment will be void and of no effect. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

12.6 Subcontracting. BrightBytes may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement**.**

12.8 Compliance with Laws. Each party will comply with all federal, state, and local laws, rules, and regulations, as amended from time to time, applicable to such party's performance of its obligations under this Agreement, including all applicable export laws, rules, and regulations of the United States and other applicable jurisdictions, and those related to data privacy.

12.9 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war**.**

12.10 Exclusion for Official Use. If You are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, the Agreement and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

12.11 Contact. The provider of the Service is BrightBytes, Inc. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market

Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

ATTACHMENT C

BrightBytes EdTech Impact Data Integration Specification

Contents

**Only necessary to grant teachers access to platform

BrightBytes Data Overview

The BrightBytes' team will work with your organization to obtain the data necessary to empower school-wide improvement through predictive and actionable data-driven insights in our BrightBytes Analytics platform. This guide will help you learn about the data requirements, transmission process, and possible methods for data integration. Your BrightBytes Project Manager will help walk you through this process and work with you to verify your data along the way.

BrightBytes Data Acquisition Process

BrightBytes leverages a sophisticated integration platform and a team of integration engineers to acquire, cleanse, and transform your data for use within The BrightBytes Platform. The BrightBytes's team will work with district personnel to determine the best method for acquisition of your data during the initial meetings with your technical team(s). The acquisition process includes leveraging existing RESTful APIs, direct database connection, flat files, vendor partnerships, or education data standards. The best implementation, based on systems and standards in use by the district, will be discussed during the initial meetings with your organization and can be adjusted as needed.

Recurring Data

Recurring data acquisition will typically occur on a daily basis. Each transmission will contain the current school year's data. Based on the frequency of changes of the data sets, such as the schools, acquisition may not be necessary on a nightly basis.

Using our file naming instructions, we'll indicate the school year of each file so we can accurately group files into complete data sets.

You will never need to delete or remove a file. Files such as schools and calendars will likely only change once per year.

School Year Rollover and Recurring Data

Each year, your district rolls over from one school year to the next. We know this is a tricky process to time well and ensure accurate data in your programs. We'd like to help make that transition as smooth as possible. By the time the "new" school year is launched, all students should have had their enrollments rolled over to reflect their new status and grade level. We will be in frequent communication prior to that point to ensure that the data we receive will be reflective of the upcoming school year.

Additionally, we are aware that there may be some continued updates to the previous school year's data once the new school year has begun. Once again, we will frequently communicate regarding this and will retain the ability to incorporate files from the previous school year, so that we always have the most up to date data.

Data Requirements

We recommend use of all fields indicated in each file specification. However, where fields are truly optional or required only in certain cases, we have indicated this in the "Notes" column. If BrightBytes is unable to produce data that satisfies this specification, let us know as soon as possible; the lack of key data may dramatically impact the data integration and usability of this product. We will work to make the integration process as flexible as possible.

Value Mappings

For many fields, districts will use varying codes and values. We've indicated in the "Notes" column where value mappings will be required to align your data to our internal schema. Upon receipt of your data, we will generate documentation that allows you to provide us descriptions for any fields that we cannot readily map, so that we can accurately assign the values indicated in this spec. **There is no need to attempt to change values stored in your SIS for upload to BrightBytes, we prefer to receive the raw codes contained in your SIS.**

Students

This file includes basic demographics on all students enrolled in your district for each school year -- including those which are no longer active due to withdrawal, transfer, etc.

Do not split this file into current and historical versions. Instead, every nightly upload of this file will contain all students ever enrolled in the district.

The expectation is for 1 record for each student that has ever existed in another data set, with student login, demographic information, and age. This table becomes the basis for many other tables.

Header Name	Format	Description	Notes
student_id	String	Unique and constant ID for the student	Only one record per student. Please check for duplicate student_id values
student_login	String	The student's network login	This could include a student's G Suite for Education email, Office365 username, or ADFS login. This should be a single SSO login used for network and primary services (e.g. email, office suite).
first_name	String	Student's first name	
last_name	String	Student's last name	
birth_date	Date	Student's birthdate	
gender	String	Student's gender	Values Will Be Mapped To: - 'M' - 'F' - 'O'
ethnicity_type	String	Student's race/ethnicity code of record	Values Will Be Mapped To: - 'asian' - 'black' - 'hispanic'[1] - 'american_indian' - 'pacific_islander' - 'white' - 'multi'
ethnicity_type_2	String	Additional race/ethnicity designation	Optional

hispanic	Boolean	Whether or not a student identifies as hispanic	Optional, depending on how you record race/ethnicity

[1] Per [Federal Guidelines](#), Hispanic ethnicity will be the singularly reported ethnicity, even when additional races are reported. We provide options for you to indicate Hispanic ethnicity either as a race/ethnicity code, or as a binary field. Students who indicate Hispanic ethnicity in either option will be indicated as Hispanic for final reporting purposes.

post_secondary_e nrollment	Boolean	A flag indicating whether a student is or has been enrolled in post-secondary classes.	**Optional** If information is instead included in the student's enrollment records, it is unnecessary here.
student_zip_code	String	Most recent student 5-digit zip code	Optional
previous_ethnicity	String	Previous known ethnicity (if applicable)	Optional
primary_language	String	If available	Optional

Student Enrollments

Each line in this file must represent an enrollment window for a student, which records a student entering and then ultimately exiting a given school and grade.

If your district records enrollment events only and cannot supply enrollment windows in a single file as described in this spec, please alert BrightBytes Data Team.

BrightBytes needs to identify days in which a student was enrolled, and where. Additionally, identify enrollment events (like transfers and graduations) in order to calculate mobility and graduation / dropout rates. Each student will be given a current outcome of either 'current', 'transferred', 'dropped out', 'graduated', or 'undefined'.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the enrollment record	
school_year	String	The school year of the enrollment	Recorded as the end year of the school year range (e.g., school_year would be 2015 for the 2014-2015 school year)
student_id	String	The student's ID	
grade	String	The grade associated with the enrollment record	Values Will Be Mapped To: - PreK-12
entry_date	Date	The date of the student's entry	
entry_code	String	A code indicating the type of entry	Values Will Be Mapped To: - 'new' - 'continuing'
exit_date	Date	The date of the student's exit	Can be NULL if the student is currently enrolled in the school
exit_code	String	A code indicating the type of exit	Values Will Be Mapped To: - 'graduate' - 'transfer' - 'dropout'
primary_enrollment	Boolean	A flag indicating whether or not the enrollment record is the student's primary enrollment	

dual_enrollment	Boolean	A flag indicating whether the enrollment record reflects partial enrollment in a post-secondary institution	**Optional** If information is instead included as a flag in the Students table, then it is unnecessary here.
diploma_code	String	Field indicating the diploma type earned by a graduated student.	**Optional** Used in conjunction with enrollment exit code, if diploma type differentiates graduates.
retained	Boolean	A flag for whether this	**Optional**
		enrollment represents a student retained in the same grade	

Schools

This file contains one record per school and describes all the schools in the district. This file may only require an annual update.

This data will provide an up-to-date description of each school, as well as information on school type in order to filter on the dashboard. This table is used to tether enrollments to schools.

Header Name	Format	Description	Notes
school_id	String	Unique and constant school identifier	
name	String	Name of school	
graduation_credits	Integer	Credits required to graduate	Only necessary for schools that graduate students.
school_type	String	Category of school	Values Will Be Mapped To: - 'school' - 'district' - 'alternative' - 'vocational' - 'summer_school'
address	String	Address of school	Optional
city	String	City of school	Optional
state	String	State of school	Optional
zip	String	Zip code of school	Optional
charter	Boolean	Charter school flag	Optional
nces_id	Integer	NCES database school id	

Calendars File

Each row of this file corresponds to an individual date, indicating whether this specific date was a *school day* on which students were in attendance. **BrightBytes supports one calendar per school, in a given school year.**

The goal of this file is to be able to identify all valid school days in a given year.

This file may only require an annual update.

The following data set will be used to Identify each calendar day as a valid or invalid school day for each school open in a given year, get an accurate valid school day count by school and year, and identify which days fall into which grading and assessment terms.

Header Name	Format	Description	Notes
school_id	String	ID of school associated with the calendar	
school_year	Integer	School year associated with the date	Recorded as the end year of the school year range (e.g., school_year would be 2015 for the 2014-2015 school year)
calendar_date	Date	Date the record is referencing	It is optional to supply 'FALSE' for non-valid school dates.
valid_school_day	Boolean	Flag indicating whether or not the date is a valid school day	It is optional to supply 'FALSE' for non-valid school dates.
percentage_of_day	Float	Flag for half days or other non-traditional days	Optional
calendar_term*	String	School Semester / Trimester	Highest year breakdown
grading_period*	String	School Quarter / Trimester	Second level year breakdown
assessment_period *	String	Assessment period information	Fall / Winter / Spring

* Note that these values can also be provided in a separate table with school_id, school_year, and window start / end dates

Student Tags

Each line in this file must contain information about students participating in one or more of the following: 504 Plan (504), Free and Reduced Lunch (free_lunch), Individualized Education Plan (IEP), Limited English Proficiency (LEP), Homeless Youth (homeless).

If a student is part of more than one program, please include one line for each such program associated with the student.

Do not split the Student_Tags file into current and historical files. Instead, only upload one file named "Student_Tags.csv" that contains information on students **actively** enrolled in each tag.

If you are unable to supply all student tag data in the same file, and/or cannot identify each record with a student_tags_type, please make note and communicate to the BrightBytes Data Team.

The following data set will be used to identify students involved in various programs or student groups on any given day in time.

Header Name	Format	Description	Notes
student_id	String	The student's ID	
student_tags_type	String	The type of student program for the given record: - Free and Reduced Lunch - 504 Plan - ELL or LEP - Special Education/IEP Eligible - Homeless Youth	Values Will Be Mapped To: - 'free_lunch' - '504' - 'LEP' - 'IEP' - 'homeless'
entry_date	Date	The date the student entered the program	If full date unavailable, supply school year instead
exit_date	Date	The date the student exited the program. Will be NULL if student is still participating in the program.	If full date unavailable, supply school year instead
school_year	Integer	The school year student was enrolled in program	Optional - only use if entry/exit dates unavailable
exit_reason	String	If available, why did the student leave the program?	Optional

Student Assessments

BrightBytes has an existing partnership with a number of the assessment vendors who serve educators. Your integration team will provide information on these partnerships and the process that can be completed for BrightBytes to acquire this data directly from the vendor.

Each line in this file must contain information about a student's performance on a particular subject in either a state summative, interim, or college-preparatory assessment.

BrightBytes uses assessment data to identify assessment events, and link them to subscores where available

Header Name	Format	Description	Notes
student_id	String	The student's ID	Required
district_name	String	District Name	Required
school_name	String	School Name	Required
gender	String	Gender	Required
ethnicity	String	Ethnicity	Required
lep	String	Student Tag	Optional
iep	String	Student Tag	Optional
free_lunch	String	Student Tag	Optional
mobility	String		Optional
student_grade_level	String	The grade level of the student who took the assessment	Optional, can also be inferred from enrollments table Value Mapping Required: - integers, 0-12
scale_score	Integer	The scaled score the student received on the exam	
assessment_date	Date	The date the student took the assessment	

assessment_year	Integer	The school year during which assessment was given	The 4-digit end year of the school year range Can be formulaically calculated from 'assessment_date' if unavailable in raw data.
assessment_name	String	The name of assessment (e.g., NWEA MAP, LANG ARTS-8, PSAT, Advanced Placement)	Values Will Be Mapped To: - 'interim' - 'summative' - 'ACT/SAT' - 'PSAT' - 'AP'

subject	String	The course subject of the assessment	Values Will Be Mapped To: - 'math' - 'reading' - 'social_science' - 'science'
term	String	The portion of the school year during which the test was given.	Only necessary for district assessments taken more than once per year. Depending on frequency of exam, values will be mapped to: - 'Fall' - 'Winter' - 'Spring' - 'Q1' - 'Q2', etc.
proficiency_level	String	Proficiency bucket (ie. 1-5)	
proficiency_flag	String		3 or 4 = Proficient, 1 or 2 = Not Proficient
proficiency_level_descri ption	String	Proficiency description (ie Well Below, Above)	Can also be mapped if needed
percentage_score	Int	Percentage score on test as a whole	Optional - likely available for some test and not others
test_percentile	Int	Percentile rank	Optional - likely available for interims but not summatives
growth_score	String	Growth from last assessment term, where applicable	Optional
ff_growth_score	numeric	Growth score from Fall to Fall	Optional Growth from last assessment term, where applicable

ff_growth _target	String	Growth target from Fall to Fall	Growth from last assessment term, where applicable
fw_growth_score	numeric	Growth score from Fall to Winter	Optional Growth from last assessment term, where applicable
fw_growth_target	Integer	Growth target from Fall to Winter	Growth from last assessment term, where applicable
fs_growth_score	numeric	Growth score from Fall to Spring	Optional Growth from last assessment term, where applicable
fs_growth_target	String	Growth target from Fall to Spring	Optional Growth from last assessment term, where applicable

ws_growth_score	numeric	Growth score from Winter to Spring	Growth from last assessment term, where applicable
ws_growth_target	String	Growth target from Winter to Spring	Growth from last assessment term, where applicable
growth_percentile	Int	Normed growth percentile score, where applicable	likely available for interims but not summatives
accommodations	Boolean	Flag for students that took a test with accommodations	Optional
retest	Boolean	Flag for retest events	Optional
test_format	String	Online, paper-pencil, etc.	Optional
unique_assessment_id	Int	Unique id across all assessments that can be used to identify subscores where appropriate	Mandatory - can create internally using student_id, assessment_date, assessment_name, and subject if needed
test_version	String	Test version of assessment to be used when unique id is not available	Mandatory

Teachers

Each line in this file must represent a teacher in the district. This will be used to provide visibility for teachers to students enrolled in their sections.

If a teacher teaches at two separate schools, they will appear two times in this document with only their 'school_id' changing.

No historical information needs to be uploaded in this file. Only information on active teachers is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the teacher record.	
teacher_id	String	Unique and constant id for the teacher	Must be unique across district
teacher_email	String	The teacher's email address that they will use to access Clarity.	Must match format a@b.c and must be unique across district
first_name	String		
last_name	String		

Sections

Each line in this file must represent a section in schools within the district. This will be used to indicate which teachers are associated with each section.

No historical information needs to be uploaded in this file. Only information on active section/teacher associations is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the section record.	
section_id	String	Unique and constant id for the section	Must be unique across district, and will be referenced in Section_Enrollments file
teacher_id	String	Unique identifier for primary teacher for the section.	Optional. Must match teacher_id provided in Teachers file
teacher_2_id	String	Unique identifier for supplementary co-teacher for the section.	Optional. Must match teacher_id provided in Teachers file
course_name	String	Name of the course for this section. (eg. Social Studies).	Required.
course_number	String	Identifier of the course for this section (eg. 101).	Optional. May be used to differentiate between sections with the same course_name.
period	String	Bell schedule information for sections (eg. 2)	Optional. May be used to differentiate between sections with the same course_name.
name	String	Unique name for section and time within a school. (eg. Social Studies - 101 - Period 2)	Optional. BrightBytes may generate unique name from course_name + course_number + period
section_grade	Option	Section grade, if applicable. Acceptable values: {PreK, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12}	Optional.

Section Enrollments

Each line in this file must represent a student enrollment in a section. This will be used to indicate which students are associated with each section.

No historical information needs to be uploaded in this file. Only information on active section/student associations is necessary.

Header Name	Format	Description	Notes
school_id	String	The school ID associated with the section_enrollment record.	
section _id	String	The section ID associated with the section_enrollment record.	This must match the section_id provided in the Sections file
student_id	String	The student ID associated with the section_enrollment record.	
entry_date	Date	Section enrollment start	
exit_date	Date	Section enrollment end	
school_year	Int	4-digit ending school year (ie. 18-19 = 2019)	

BrightBytes will provide MDE with summary of the analysis of patterns and trends across multiple domains based upon data collected via the Technology & Learning Solution, EdTech Impact Solution, and the Progress Monitoring Solution. The analysis will reflect aggregated data at the school, district and state level – and will **not** contain any student, teacher or classroom level information. The MDE may request from BrightBytes reports beyond those described below, but any additional ad hoc or custom reports will be limited to the data aggregated at the school, district and state level – and will likewise **not** contain any student, teacher or classroom level information.

Technology and Learning Report

The Technology & Learning report will include topics such as:

- Student and teacher access to devices and internet; both at school and from home.
- Student and teacher skill levels with respect to using technology for creating content, using technology to engage with others, and curating digital content for students.
- The degree to which districts engage in practices and procedures that enhance, support and encourage the use of technology for instruction.
- The professional development topics around the use of instructional technology teachers are most interested in receiving.
- The frequency with which teachers are asking students to use technology for collaboration, communication, creativity, and critical thinking tasks.

EdTech Impact Report

The EdTech Impact report will include topics such as:

- An analysis of overall app usage (e.g., most common apps used, app usage by subject/type, app usage by grade band or grade level).
- An analysis of app usage patterns (e.g., time of day, median session duration, average sessions per week).
- An analysis of app equity - focusing on usage by various student groups (e.g., ELL, IEP, Race/Ethnicity, Gender).
- An analysis of app usage as it relates to students hitting their growth targets on interim (benchmark) assessments.

Progress Monitoring Report

The Progress Monitoring report will include topics such as:

- An analysis of assessment vendor usage across districts, schools, and grade levels
- An analysis of students* meeting and not meeting their growth targets (across and within relevant assessment vendors)
- An analysis of students* making progress based on scaled score (across and within relevant assessment vendors)

- An analysis of student* performance at or above grade level (across and within relevant assessment vendors)
- An analysis of student* performance below level (across and within relevant assessment vendors)

* All analyses shared with the state will be limited to district, school, and grade level disaggregations. There will be no access to or visibility into individual student, teacher, or classroom-level data as part of the reports provided to the state.

Attachment E

[RESERVED]

BRIGHTBYTES STUDENT DATA PRIVACY STATEMENT
BrightBytes provides applications, software, infrastructure and online tools (collectively, our "Service") designed to assist school districts, schools, and other educational partners (collectively referred to as "Schools") access, use and analyze data with the goal of improving student learning outcomes.

During the course of offering certain applications to our School customers, we may have access to Student Data. "Student Data" is any information that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us. Student Data may include "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"). We consider Student Data to be highly confidential.

Our collection and use of Student Data provided by the Schools through our Service is governed by our contracts with the Schools and by federal and state law. This BrightBytes Student Data Privacy Statement explains how we collect, use, and share Student Data we may collect through our Service. If you have questions about specific practices relating to Student Data provided to BrightBytes by a School, please direct your questions to your School.

What Student Data Do We Collect?
BrightBytes has access to Student Data only as requested by the School as needed to perform the Service. The type of Student Data we collect will depend on how the School uses the Service and the particular Applications we provide to the School, but could include information relating to the individual student and the student's educational record, such as a name, student ID numbers, grades, and/or coursework. In many instances, we receive only de-identified or aggregate information about students from a School, such that we would not be able to identify an individual student. From time to time, we may collect information from other sources, including from non-school sources or from the students themselves. If we combine or associate information from other sources with Student Data we collect through the Service, we will treat the combined information as Student Data under our policies and agreements, including under this Student Data Privacy Statement. Please talk to your school if you have questions about the type of personal information the school provides to services like BrightBytes.

How do we use Student Data?
All Student Data that we have access to, if any, is owned and controlled by the Schools. We use such data to provide the Service to the School and for other limited purposes permitted by our agreements with the Schools, such as to evaluate, improve, and develop our products, applications and services. We will

never use Student Data for marketing purposes or to engage in targeted advertising.

Do we share Student Data with third parties?

BrightBytes only shares Student Data in a few limited circumstances, as described below. We do not rent or sell Student Data for marketing purposes.

We may share Student Data in the following ways:

• As needed to perform the Service and/or at the direction of a School and as authorized by our contract with the School. For example, information including Student Data, will be shared between and among authorized School users and School administrators who access the Service under the same Agreement, but only for the purpose of providing the Service purchased by the School. This sharing may depend on the settings and functionality selected by the School.

• With our trusted vendors, third party service providers and other individuals who perform services on our behalf, but only if such providers have a need to access such information for the purpose of carrying out their work for us and do so under strict confidentiality and data security terms.

• We may share aggregate or anonymized data (including personal data that has been stripped of personally identifying characteristics) with third parties, but will do so only in such a way that no individual may reasonably be identified.

• We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our visitors.

• In the event of a change of control: If we sell, divest or transfer the business or a portion of our business, we may transfer information, provided that the new provider has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business. In either case, we will use our best efforts to provide you with notice and an opportunity to opt-out of the transfer of Student Data by deleting your Student Data information and terminating your account.

How we use anonymized data.

We may use data which has de-identified and/or aggregated for product development, research analytics and other purposes, including for the purpose of analyzing, improving or marketing the Applications and our Service, or for the development and improvement of educational sites, services or applications. If BrightBytes publicly discloses or shares with third parties (e.g., in marketing materials, published research, analytics, or in application development)

information that is derived from Student Data, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific school or individual. By way of example, BrightBytes may use de-identified or anonymizes data derived from Student Data in a form which may not reasonably identify either a particular individual, educational entity or school, to develop further analytic frameworks and application tools.

Questions about access or deletion of data
Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your school directly.

Children's Privacy
BrightBytes collects information from children only at the direction of a school or educational institution for the purpose of providing the BrightBytes Service. BrightBytes relies on each school to obtain consent and provide appropriate and disclosure, if necessary, for BrightBytes to collect any student information from students under 13, as permitted by the Children's Online Privacy Protection Act (COPPA). Please contact us at info@brightbytes.net if you believe we have inadvertently collected personal information from a child under 13 without proper consents so that we may delete such information as soon as possible.

Changes to this Policy
BrightBytes may modify or update this Privacy Policy from time to time so you should review this page periodically. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will use our best efforts to provide additional notice before the changes take effect. Our use of Student Data is governed by our Agreements with Schools and we will not make any changes to our privacy practices involving Student Data which would be inconsistent with those contractual requirements without the consent of the School.

DIRECTIVE FOR DISPOSITION OF DATA

_____ (hereinafter referred to as " _____") directs _____ (hereinafter referred to as "Provider") to dispose of data obtained by Provider pursuant to the terms of the _____ between _____ and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

   _____ Disposition is partial. The categories of data to be disposed of are as set forth below or are found in an attachment to this Directive.

   [Insert Categories of data here]

   _____ Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

   _____ Disposition shall be by destruction or deletion of data.

   _____ Disposition shall be by a transfer of data. Following confirmation from _____ that data was successfully transferred, Provider shall destroy or delete all applicable data. The data shall be transferred to the following site as follows:

   [Insert or attach special instructions]

3. Timing of Disposition

   Data shall be disposed of by the following date:

   _____ As soon as commercially practicable

   _____ By [Insert Date]

4. Signature

   _____   _____
   Authorized Representative of _____   Date

5. Verification of Disposition of Data

   _____   _____
   Authorized Representative of Provider   Date