

## AGREEMENT

This Agreement (“**Agreement**”) is made and entered into effective as of the last signature date set forth below, by and between the Committee for Children, a Washington non-profit corporation (“**CFC**” or “**Us**” or “**We**”) and the DeKalb County School District (“**District**” or “**You**” or “**Customer**” or “**Licensee**”). CFC and District are each a “**Party**” to this Agreement and together they constitute the “**Parties**” to this Agreement.

## BACKGROUND

- A. CFC provides social emotional learning, bullying prevention and child protection resources and implementation and support services, as described in CFC’s proposal to District in March 2022 (the “**Proposal**” attached to this Agreement for reference).
- B. District has decided to purchase a license to the materials described and itemized on CFC Quote #5050099 dated March 29, 2024 (the “**Quote**”). The Second Step programs for the License (defined below) are designed for educators and do not collect or process student data.

## AGREEMENT

NOW, THEREFORE, in consideration of the Background set forth above, the mutual promises made herein, and the compensation when paid in accordance with the invoice to be issued by CFC, the sufficiency of which are hereby acknowledged and agreed, CFC and District mutually agree as follows:

**1. Terms of Agreement.** By entering into this Agreement, the Parties agree and understand that their entire relationship, and all promises, representations, and understandings and arrangements concerning the details of their relationship shall be governed by this Agreement and the document referenced in this Section 1, and as amended as outlined in Section 2, (the “**License**”), together with the Quote, each of which is made a part of this Agreement and is hereby incorporated by this reference, including with respect to any hyperlinks included therein, and which more fully set forth the Parties’ respective obligations in connection with the Services, and Curriculum(as described in such agreement) provided to District:

1.1 The Second Step® K-12 Digital Curriculum License Agreement, v. March 2024, including all exhibits and hyperlinked content (the “**Second Step K-12 License**”) is set forth below and applies to the Parties’ respective obligations in connection with the Services and Curriculum provided under the Second Step K-12 License.

**2. Amendment to the License.** The terms of the License are hereby amended set forth in this Section 2. Except as set forth herein, all other provisions of the License remain unchanged. In the event of any inconsistency between this Agreement and the License, the terms of this Agreement shall govern.

2.1 Indemnification. The DeKalb County School District does not agree to indemnify, defend or hold harmless CFC. To the fullest extent permitted by applicable law, CFC will indemnify, defend and hold harmless the Dekalb County Board of Education, its members and officers, the District, and its employees and representatives (the “**District Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to (a) CFC’s negligence or (b) CFC’s willful misconduct. CFC agrees to promptly notify the District Parties of any third-party Claims, cooperate with District Parties in defending such Claims and pay all fees, costs and expenses associated with defending

such Claims (including, but not limited to, attorneys’ fees). CFC also agrees that the District Parties will have control of the defense or settlement, at District’s sole option, of any third-party Claims.

2.2 Choice of Law; Jurisdiction. The License shall be governed by the laws of the state of Georgia without reference to its choice of law principles, and the Parties hereby irrevocably consent to the jurisdiction of the federal court of the Northern District of Georgia or the state court of DeKalb County, Georgia.

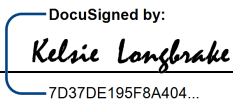
2.3 Applicable Laws. The Parties agree that the Georgia Open Records Act, OCGA 50-1870, *et. seq.*, shall apply with respect to documents relating to procurement of the License. The Parties also agree that the District’s indemnity obligations in the Agreement are limited and qualified in accordance with the Georgia Constitution, as applicable.

**3. Amendment; Counterparts.** The provisions of this Agreement may not be amended except by an agreement in writing signed by both Parties. This Agreement or any amendment may be executed by the Parties in counterparts by exchange of signature pages by mail, facsimile or email (signatures in PDF or similar format), each of which will be deemed an original and all of which will together constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of last date of signature set forth below.

**COMMITTEE FOR CHILDREN**

**DEKALB COUNTY SCHOOL DISTRICT**

Signature:   
DocuSigned by:  
Kelsie Longbrake  
7D37DE195F8A404...

Name: Kelsie Longbrake

Title: VP of Finance & Operations

Date: 4/17/2024

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits to this Agreement** *(in addition to those incorporated via hyperlink):*

<b>Exhibit A</b>	Proposal
<b>Exhibit B</b>	Quote
<b>Exhibit C</b>	Second Step K-12 License

## Exhibit A: Proposal



## Second Step®

SEL for kids, for adults, for everywhere!

Thank you for your interest in the Second Step® family of programs. I am happy that you have chosen to explore or expand your social-emotional learning, bullying prevention, or child protection resources. It's our mission as a non-profit and the largest provider of social-emotional learning programs since 1979, to positively impact the social-emotional development and wellbeing of children, their schools and communities. We currently serve 20.5 million children each year in over 30,000 schools and in all 50 states.

We know that our mission could not be realized without the very important work that district or building leaders and SEL champions do each day to support social-emotional development and school climate. We know that supporting SEL in your schools can be challenging and we hope that you will lean on us to provide the best SEL programming and tools available to build a positive community where every child can thrive.

To help make the curriculum review process easier, we have put together this short overview of our program offerings and their components. Even if you have reviewed Second Step resources before, this overview is a convenient guide for easy reference and easy to share with others. Since this is a high-level overview, I also want to invite you to get in touch any time to schedule a short web meeting where I'll be happy to provide a presentation to your team.

Sincerely,

**Jennifer Sanderlin**

Sr. Education Partnerships Manager

✉ [jsanderlin@cfchildren.org](mailto:jsanderlin@cfchildren.org)

☎ 206.849.7683

📅 [Schedule a meeting](#)

## In this Document

In this document is program information for Committee for Children's Second Step® K-8 digital social-emotional learning curricula. Second Step K-8 digital is built on the success and evidence of the Second Step® Elementary Classroom Kits (2011) and Second Step® Middle School Program (2008). Second Step K-8 digital uses a skills-based approach in developing the core components of social-emotional learning: self-awareness, self-management, social-awareness, relationship skills, and responsible decision making.

## Introduction: Holistic SEL with Second Step®

Decades of research shows the positive effects of universal social-emotional learning (SEL) programs for children. The consistent use of research-based strategies and common language teaching SEL can directly and personally benefit students, educators, and families, but it also can have a profound positive impact on school climate and communities. Schools that focus on positive school climate find that it is one of the most effective ways to address classroom disruptions, challenging behavior, student safety and bullying. At the same time, focusing on SEL helps increase school connectedness and academic achievement, promote inclusivity, build relationships, and reduce teacher stress.



There's also broad recognition that benefits for students are even greater when children experience SEL throughout their day, across environments, and throughout developmental stages. When implemented holistically, SEL can build stronger communities and support inclusive, equitable learning. In our programs and when working with Committee for Children, you'll notice our commitment to making it easy for educators to support students social-emotional development with confidence, with guidance, and with excellent comprehensive tools.

## Quick Links to Explore Second Step®

- **Visit:** Explore at [www.secondstep.org](http://www.secondstep.org) for the latest updates, lesson samples, and more!
- **Webinars:** register at [www.secondstep.org/webinars](http://www.secondstep.org/webinars), program overviews and special topics
- **Funding:** Options and guidance [www.secondstep.org/funding-options](http://www.secondstep.org/funding-options)
- **Connect:** 800-634-4449 ext 1 or [support@secondstep.org](mailto:support@secondstep.org)
- **White Paper:** [The Case for Holistic Approach to Social-Emotional Learning](#)
- **Success Stories:** [Create Successful Learners](#), [Empower Educators](#), [Provide a Common Language](#), [Improve Academics](#), [Re-Imagining Middle Grades](#)
- **Watch:** Program specific and special topic videos on our [Second Step YouTube Channel](#)
- **Make the Case:** [One-Pager's](#) for variety of topics SEL and Mental Health, Digital Citizenship, Mental Wellness in Crisis, Prevention (Substance Abuse, Child Protection, Bullying, Suicide)
- **Evaluation & Assessment:** [www.secondstep.org/student-assessment](http://www.secondstep.org/student-assessment)
- **Focus on Staff:** With professional learning just for educators with our [SEL for Adults](#) program

## New! Second Step® Elementary Digital (Grades K-5)

Second Step® is leveling up! Building on the success of our digital middle school program and our investment to create tools that make teaching SEL easier and more equitable, we have created a fully digital online program for elementary schools. Though the program is similar to the evidence-based Second Step® Elementary Classroom Kits, this is a wholly new and fully digital program that that teachers access via an online portal, includes original content, engaging media, and strategies that incorporate the latest research from the field and instructional design.

- Twenty (20) research-based lessons, taught once per week for 15- to 25-minutes each grade level
- All new modern program with interactive and engaging content including video, stories, new Brain Builder games, songs and more!
- Divided into four (4) units: *Growth Mindset & Goal Setting, Emotion Management, Empathy & Kindness, and Problem-Solving*
- Program training and schoolwide implementation support resources are included
- Schoolwide reinforcement, progress monitoring tools, and family engagement tools are included for building leaders to support teachers and build a positive learning community
- 1-yr, 3-yr, and 5-yr K-8 licenses are available to accommodate all campus configurations (eg. K-6)



**Second Step® Elementary Digital** scope and sequence, review of research, sample lessons and much more can be found at [www.secondstep.org/elementary-school-curriculum-digital-program](http://www.secondstep.org/elementary-school-curriculum-digital-program)

## Add-On Units for Elementary

### Bullying Prevention Unit (K-5)

The Second Step® Bullying Prevention Unit is an evidence-based prevention curriculum that promotes positive school climate and teaches K-5 students three R's to *Recognize, Report and Refuse* bullying.

- Five (5) lessons for K-Grade 5, taught once per week for 30-minutes
- Includes role-based 60-90 minute training modules for administrators, all staff, and those delivering lessons to help educators understand and recognize bullying, respond when bullying happens and to report bullying incidents appropriately; training completion reporting included
- Designed to be taught with the Second Step® SEL program skills like empathy and assertiveness



**The Bullying Prevention Unit** program scope and sequence, review of research, sample lessons and much more can be found at [www.secondstep.org/bullying-prevention-unit](http://www.secondstep.org/bullying-prevention-unit)

### Child Protection Unit (PreK-5)

The Second Step® Child Protection Unit is an [evidence-based](#) personal safety curriculum for Early Learning to Grade 5 that encourages help-seeking behavior and positive student norms by teaching students to *Recognize, Refuse, and Report* unsafe or abusive situations.

- Six (6) lessons for Prek-Grade 5, taught once per week for 30-minutes
- Includes role-based 60-90 minute training modules for administrators, all staff, and those delivering lessons to help educators understand and recognize the signs of abuse or maltreatment, respond with trauma-sensitive practices, and report disclosures of abuse appropriately, as well as provide guidance to help educators feel comfortable; training completion reporting included
- Designed to be taught with the Second Step® SEL curriculum or as a standalone program



**The Child Protection Unit** program scope and sequence, review of research, sample lessons, and much more can be found at [www.secondstep.org/child-protection-unit](http://www.secondstep.org/child-protection-unit)

## Second Step® Middle School (Grades 6–8)

Released in 2017, the research-based Second Step® Middle School Program is designed to increase the social, behavioral, and academic success of middle-school students. The program had a significant content and platform update in September 2020 to incorporate the latest research in instructional design and content, as well as feedback from program users collected over the previous three years. Some specific revisions were also made to include content that addresses challenges and feelings about the COVID-19 pandemic and to address themes that encourage diversity, equity, and inclusion.

The Second Step® Middle School program consists of teacher-facilitated lessons for each grade that are delivered using an online teacher portal; there is no student 1:1 activity or rostering needed. There are also Advisory activities including scripted class meetings, relationship-building activities, and service-learning projects that allow educators to extend learning or build an advisory program around each topic.

- Twenty-six (26) research-based and highly engaging lessons for each distinct grade level
- Taught once per week, 25-minute interactive lessons include videos and game-like activities
- Lessons are divided into four (4) units: *Mindsets and Goals; Recognizing Bullying & Harassment; Thoughts, Emotions, and Decisions; and Managing Relationships & Social Conflict*
- Real Voices videos feature a diverse set of unscripted interviews with students from around U.S.
- Reinforcing content is built-in with 200 engaging 10- to 15-minute Advisory activities
- Online resources include teacher program training, tools to increase academic and behavioral learning and improve relationships with students, as well as family communication resources
- 1-yr, 3-yr, and 5-yr K-8 licenses are available to accommodate all campus configurations



**Second Step® Middle School** program scope and sequence, review of research, sample lessons and much more can be found at [www.secondstep.org/middle-school-curriculum](http://www.secondstep.org/middle-school-curriculum)

**Middle School Advisory:** The Second Step® Middle School Program is best delivered as a schoolwide classroom-based Tier 1 curriculum. This is often done in an Advisory or Homeroom period. The benefit of all students participating in the program is in building a common language to manage emotions and solve problems, promoting positive relationships with peers and teachers, and helping students with difficult transitions in adolescence. This dedicated time to learn and practice SEL concepts is pivotal to school connectedness and helping teens see themselves as an important part of a community.

Advisory can be an opportune time to build positive relationships between teachers and students and a chance to prepare students for life ahead. It is one of the best times that students can be seen as a whole child – not just a Math or History student, etc. Implementation resources include a program [Advisory Planning Guide](#) as a tool for districts and schools to plan and implement a program that fits their needs.

## Second Step® Program Alignment

The Second Step® family of programs is aligned with the five SEL competencies and framework from the Collaborative for Academic, Social and Emotional Learning (CASEL, 2020). The CASEL + Second Step alignment charts reflect the added emphasis on transformative SEL and expanded context for SEL. The Second Step® programs align both with the school-based components as well as the community- and family-based components through Second Step® Out-of-School-Time and Second Step® SEL for Adults.

Second Step® is designed as a tier 1 universal classroom-based program that is also used at tiers 2 & 3 to pre-teach or provide support to students with higher SEL needs in small groups or 1:1. Schools that have the K-5 Classroom Kits program often choose to use those kits as supplements to the digital program.

In addition, the Second Step® family of programs is a complement to many other frameworks such as WSCC Whole Child, Restorative Practices, MTSS/PBIS, Trauma-Sensitive Practices, ASCA professional school counseling standards, common core academic standards, state-specific SEL standards and more.



**All alignment resources** can be found at [www.secondstep.org/alignment-charts](http://www.secondstep.org/alignment-charts)

## Included Program Training

One of the most valuable benefits of the Second Step® family of programs is that everything that schools need to train their staff to implement the program is included for no additional cost and very little time. The online program training is available for as long as the program is being delivered, year after year with no need to contract with outside trainers or use valuable time in the PD schedule.

Program Training:	District Level Training and Support:	Additional Support:
<ul style="list-style-type: none"> <li>Online interactive program overview and training, tutorials, and classroom demonstrations</li> <li>Principal tools include onboarding and ongoing staff meeting agendas with videos, handouts and facilitator notes</li> <li>SecondStep.org resources include implementation planning tools and teaching strategies</li> <li>Teaching guidance and support webinars on various topics with "just in time" training and embedded supports</li> <li>Dedicated Success Manager</li> </ul>	<ul style="list-style-type: none"> <li>Free web-based meetings and customized implementation planning sessions are available for district teams to support schools</li> <li>District-level leadership program onboarding sessions and networking opportunities (virtual or in-person when available) are typically held June, July and/or August</li> <li>Online implementation planning resources specifically for leaders</li> <li>Customized in-person or virtual workshop sessions may be available for additional fees</li> </ul>	<ul style="list-style-type: none"> <li><a href="#">Covid19Supports</a> including Remote/Hybrid Adaptation Guides to fully support remote learning, Community Building Guide for K-5 class meetings</li> <li>Bullying Prevention resources <a href="#">Captain Compassion</a></li> <li>Child Protection resources at <a href="http://www.hotchocolatetalk.org">www.hotchocolatetalk.org</a></li> <li><a href="#">Anti-racism and Anti-bias Resource webpage</a> and alignment with Learning for Justice to address diversity, equity and inclusion</li> <li>Mindfulness resources with <a href="http://www.MindYeti.com">www.MindYeti.com</a></li> </ul>

## Second Step® Terms of Use, Licensing, and Data Processing

The Second Step® family of programs contain proprietary materials that are copyrighted and are meant for school use. More information on our copyrights can be found here: [Copyright Permissions \(secondstep.org\)](#). When a district purchases a Second Step program, they are purchasing a subscription license to the program. Terms for our programs are available for review online: [Second Step® K-8 Digital: Terms of Use \(secondstep.org\); Second Step K-8 Digital Curriculum License Agreement; Second Step Grades K-8 Digital Program Data Processing Addendum.](#)

## Pricing Notes

The Second Step® Elementary and Second Step® Middle School digital programs are structured as K-8 schoolwide licenses to accommodate a variety of campuses. Each license aligns to one school and can be used with any configuration of grades K-8, as long as the Second Step program is implemented at a single site. Similarly, the Second Step® SEL for Adults schoolwide licenses are for any campus configuration K-12. For districts purchasing for multiple schools, each schoolwide license still serves one site.

Pricing for our print-based classroom kits can be found on the [full product price list](#). Shipping is included and tax will be added where applicable. Volume and other discounts may also apply.

### Second Step® Programs for Grades K-8

#### Multisite Pricing

ITEM NUMBER ▶	1 Year 904101	3 Years 904103	5 Years 904105
<b>Number of Licenses</b> 1 per School		Save 15%	Save 25%
2-4	\$2,329*	\$5,939*	\$8,733*
5-19 Save 4%	\$2,239*	\$5,710*	\$8,397*
20-49 Save 7%	\$2,159*	\$5,505*	\$8,096*
50+ Save 10%	\$2,089*	\$5,326*	\$7,832*

\*Per School

**Exhibit B: Quote**



2815 Second Avenue, Suite 400  
 Seattle, WA 98121-3207 USA  
 800-634-4449 FAX: 206-343-1445  
[orders@cfchildren.org](mailto:orders@cfchildren.org)

Quote	
Quote #	5050099
Date	3/29/2024
Customer ID	10104711

Bill To	Ship To
School Leader/ OP Support DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States	Shannon Crosslin DeKalb County School System 1701 Mountain Industrial Blvd Stone Mountain GA 30083 United States

Requested By	Ship To	Setup Admin	Entered By
Shannon Crosslin	Shannon Crosslin	Name: Natasha Moon Email: <a href="mailto:natasha_moon@dekalbschoolsqa.org">natasha_moon@dekalbschoolsqa.org</a>	Forrest Walter

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses		8/18/2024	8/18/2025	109	\$2,343.00	\$255,387.00
Renewing Subscription ID: 80030041							

Subtotal	\$255,387.00
Discount	(\$25,538.70)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
<b>TOTAL</b>	<b>\$229,848.30</b>

Please remit in US Funds.  
 Make check payable to: Committee for Children  
 \*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to [orders@cfchildren.org](mailto:orders@cfchildren.org).

**Client Memo:** Second Step License Renewals (1-year)

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5050099 on your order to guarantee pricing.

## Exhibit C: Second Step K-12 License

### Second Step® K-12 Digital Subscription License Agreement

Last Updated: March 2024

*Applies if first use is on or after March 28, 2024*

This Digital Subscription License Agreement (“**Agreement**”) governs the access, use and improvement of the online service and support (the “**Service**”) that allow schools, school districts, and related persons or entities (“**you**,” “**your**” or “**Customer**”) and any authorized (i) educator or other personnel accessing the Service on behalf of Customer in an authorized classroom (“**Educators**”), or (ii) parents or guardians of students viewing certain family resources (“**Parents**”) (Educators and Parents, collectively, “**Authorized Users**”) to access Second Step Elementary, Second Step Middle School, and Second Step High School (together, also referred to as “**Second Step K-12**”) digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources, as further specified hereunder (collectively, the “**Curriculum**”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“**Committee for Children**,” “**CFC**,” “**we**,” or “**us**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [DATA PROCESSING ADDENDUM](#) AND OUR [TERMS OF USE](#), BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING ADDENDUM AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement. CFC reserves the right to modify this Agreement in its sole discretion, at any time, and will provide notice of such changes by sending you an email, by providing notice through the Services, or by updating the “Last Updated” date at the top of these terms.

Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications. If you are licensing the Services on behalf of another party, you are responsible for ensuring that such party’s access and use of the Services complies with the terms of this Agreement.

**1. Consent to Electronic Communications; Eligibility.** CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#).

You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements, as applicable, and

acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

## **2. Scope of License to the Service.**

**2.1. License to Service and Curriculum.** Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (a) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by you and used to deliver such portions of the Curriculum to Educators, (b) display and perform the Service and the Curriculum, (c) download, use, copy and distribute the downloadable portions of the Curriculum and permit Educators to download, copy and use the same; all of the foregoing solely for your own or an Educator's internal, noncommercial use and solely for purposes of real-time, synchronous, classroom instruction (in-person or remote over a secure, locked, password-protected service), and (d) invite Parents to use a proprietary activation key to access certain family resources regarding the Service and Curriculum solely for family review and engagement. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

**2.2. Rights to Customer Data.** You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC on behalf of Customer, including data that relates to you and your Authorized Users ("**Customer Data**"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Customer Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Customer Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("**Aggregated Data**"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify any Authorized User, your school, or district. Aggregated Data will not be considered Customer Data. For clarification, the Service does not require the collection or processing of student data, and you agree not to provide or submit any student data to CFC (unless otherwise agreed to in writing).

## **3. License Restrictions.**

The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control, except with respect to Parents that are invited to view family resources; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than rostering Educators or the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) without CFC's written consent or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

**4. Ownership of the Service and the Curriculum.** The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein, and no ownership or equivalent rights shall be transferred hereunder.

#### **5. Payment Terms.**

**5.1 Subscriptions.** We offer different subscription plans for access and use of the Service and the Curriculum (each, a "**Subscription**"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

**5.2 Cancellation Policy.** YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.

**5.3 Free or Promotional Trials.** From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org. ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

**5.4 Payment and Billing Information.** By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

**5.5 Pricing and Availability.** All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

**5.6 Taxes.** You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

**6. Customer Privacy Obligations.** You represent and warrant that: (a) that you have sufficient rights in Customer Data to grant the rights granted to CFC in Section 2.2; (b) all Customer Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (c) all Customer Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (d) CFC's use of Customer Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

**7. Feedback.** You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC or its authorized representatives (collectively, "**Feedback**"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**8. Support Resources.** CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

**9. No Warranty.** IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "**FAULTS**") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

**10. Limitation of Liability.** IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM

YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY (OR ITS AFFILIATES, AS APPROPRIATE) FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CUSTOMER TO CFC DURING THE TERM OF THE AGREEMENT.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

**11. [Intentionally omitted]**

**12. Term and Termination; Survival.** The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.

**13. Severability.** If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

**14. Miscellaneous.** This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. To the extent mandated by the law of the state, province or country in which Customer is located ("**Local Law**"), the Local Law shall govern without reference to choice of law principles and venue shall be the appropriate state or federal courts mandated by Local Law. OTHERWISE, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, USA, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES, AND THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON, USA.

**15. Contact.** If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at [support@cfchildren.org](mailto:support@cfchildren.org) or by mail or phone at:

Committee for Children  
2815 Second Ave., Suite 400

Seattle, WA 98121  
800-634-4449

## Exhibit A to Second Step® K-12 Digital Subscription License Agreement

### DATA PROCESSING ADDENDUM

Last Updated: March 2024

*Applies if first use is on or after March 28, 2024*

This Data Processing Addendum (“**Addendum**”) supplements the Second Step® K-12 Digital Subscription License Agreement (the “**Agreement**”), between You (“**Customer**”) and Committee for Children (“**CFC**”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “**Effective Date**”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

- 1. Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. “**Personal Information**” means information that relates, directly or indirectly, to an identified or identifiable person (a “**Data Subject**”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “**Personal Information**” includes all information that falls under the definition of “**Personally Identifiable Information**” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“**FERPA**”). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
- 2. CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
- 3. CFC Responsibilities.** “**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
  - (a) Process Personal Information solely in accordance with Customer’s documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
  - (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC’s provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act (“**CCPA**”), FERPA, the Children’s Internet Protection Act, Pub. L. 106-554 (the “**CIPA**”), the Protection of Pupil Rights

Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the “PPRA”), and Washington’s Public Records Act (the “PRA”), Chapter 42.56 RCW (collectively, “Applicable Law”);

(c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer’s prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;

(d) amend, correct, or erase Personal Information at Customer’s reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;

(e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer’s reasonable written request and expense, in complying with Customer’s obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;

(f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and

(g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer’s instructions regarding the Processing of Personal Information may breach any Applicable Law.

**4. CFC’s Processing of Education Records.** In the event that the Service involves CFC’s Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer’s students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

(a) *Production of Education Records.* During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.

(b) *Return of Education Records.* Unless CFC obtains Customer’s written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.

(c) *Destruction of Education Records.* During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.

- (d) *Retention of Education Records.* After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.
5. **Subcontractors.** CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.
6. **Security Safeguards.** CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.
7. **Security Breach.** If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "**Security Breach**" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
8. **Return or Destruction of Personal Information.** Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. **Disclaimer.** CFC makes no representation or warranty that this addendum is legally sufficient to meet Customer's needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. CFC expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer's obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. The parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.