



AGREEMENT BETWEEN

Bibb County School District

AND

Renaissance Learning, Inc.

FOR:

Dated:

Quotes 193824, 191908, 186363, 192081, and 173343

7/1/2025 - 6/30/2026

THE BIBB COUNTY SCHOOL DISTRICT

STATE OF GEORGIA COUNTY OF BIBB

This Agreement ("Agreement") is made and entered into by and between the Bibb County School District, an independent school system chartered under the laws of the state of Georgia, having a headquarters at 484 Mulberry Street, Macon, Georgia 31201 (hereinafter referred to as the "School District") and Renaissance Learning, Inc., a company organized and existing under the laws of the state of Wisconsin located at P.O. Box 8036, Wisconsin Rapids, WI 54495 (hereinafter referred to as the "Contractor", and together with the School District, the "Parties", and each a "Party").

WITNESSETH

WHEREAS, the School District seeks to purchase and utilize SchoolCity, Nearpod, STAR, Freckle, AR, Lalilo and MyON (see attached quote) *[insert name of product, software, service, etc.]* from Contractor;

WHEREAS, Contractor submitted a proposal/quote to the School District for the provision of said goods and/or services;

WHEREAS, the Parties now wish to enter into the Contract to provide said goods and/or services to the School District; and

WHEREAS, at its meeting on 7/17/2025 *(insert date)* the Bibb County Board of Education ("Board of Education") authorized the School District to enter into a Contract with Contractor. *[delete if not applicable]*

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the Parties hereto do agree as follows:

ARTICLE I. CONTRACT DOCUMENTS

1.1 Contract Documents.

The Contract consists of the following documents:

- a. This Agreement;
- b. The BCSD Data Privacy and Security Exhibit (Exhibit A)
- c. The Contractor's proposal or quote, including pricing, and any applicable Scope of Services, Statement of Work, Payment and Payment Terms Schedule, terms, conditions, privacy policy, or other agreements, collectively the "Contractor Documents" (Exhibit B);
- d. Board Approval, if applicable, for all contracts over \$150,000.00 in value:

Completed on 7/17/25 *IS-1 (insert board item*
7/17/25 *, dated number*
and date); and

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e. E-Verify Documents (Exhibit C).

This Agreement together with the aforementioned documents collectively form **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement along with the aforementioned documents, which form the Contract. The School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of the Contract.

1.2 Inconsistency.

Any inconsistency or conflict among the specific provisions of this Agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Agreement.
- b. Second, by giving preference to the specific provisions of the School District Data Privacy and Security Exhibit, attached hereto as Exhibit A.
- c. Third, by giving preference to the specific provisions of Contractor's Documents, attached hereto as Exhibit B.

ARTICLE II. SCOPE OF CONTRACT

2.1 Goods and Services. Contractor will provide, and the School District hereby engages Contractor for the purpose of providing ^{see} _{quote} (insert name or general description of goods/services to be provided) to the School District in accordance with the proposal or quote in Contractor's Documents.

2.2 Future Goods and Services. The Parties may agree to apply the terms and conditions of this Contract to future goods and services provided by Contractor to the School District by incorporating the terms and conditions of this Contract into order forms, purchase orders, or quotes.

2.3 Relationship of the Parties. This Contract is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. The Contractor shall be deemed an independent contractor, and the employees and agents of the Contractor shall not be deemed to be the employees or agents of School District. Contractor shall have no right, power, or authority to act or create any obligation, whether express or implied, on behalf of School District. Contractor shall at its own expense, comply with federal, state, and local laws, rules and regulations that are now or may in the future become applicable to Contractor, Contractor's business, or Contractor's personnel engaged in the Services covered by this Contract, including but not limited to, the withholding and payment of all federal, state, and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers

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compensation, and other payroll taxes with respect to its employees, including contributions from them when and as required by law. Contractor shall provide all of the tools, materials, equipment, and other business items necessary to perform the Services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes, and fees incurred by it in the performance of the Services hereunder.

ARTICLE III. TERM

3.1 Initial Term.

The performance period for the Contract is one (1) year, beginning July 1, 2025 and ending on June 30, 2026, subject to paragraph 3.2 and Article VII below.

3.2 Optional Renewal Terms.

In addition to the base period of one (1) year, there are three (3) *(insert number of renewals)* one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion of School District.

3.3 Same Terms.

Unless mutually agreed upon in writing by the Parties, or otherwise indicated herein, all terms and conditions of any Subsequent or Renewal Term shall be the same as those contained within in the Contract.

3.4 Statutory Compliance.

As required by O.C.G.A. § 20-2-506, the Contract will terminate absolutely and without further obligation on the part of the School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but will be automatically renewed for each subsequent calendar year during the term, unless School District gives a Nonrenewal Notice thirty (30) days prior to December 31st, unless the Contract is terminated earlier as provided herein.

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.

Contractor, by the execution of this Contract, acknowledges that it possesses that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession or industry and further represents that in the performance of the services it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances. Contractor shall perform such duties without neglect and shall be liable for failure to exercise such degree of care, learning, and ability. Any equipment, supplies, or materials used in the performance of the Contract shall be at the expense of the Contractor.

4.2 Contractor's Responsibilities.

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a. General

It is the Contractor's responsibility to comply with all of the terms and conditions of this Contract. The Contractor is also expected to make every effort to support the mission and duties of the School District.

b. Personnel and Staffing.

Contractor is solely responsible for all matters concerning the recruitment, performance, retention, payment, insurance, taxes, social security, and workers compensation benefits of Contractor's personnel. Contractor must fully comply with all federal, state, and local laws/regulations regarding employment and immigration, including, but not limited to, nondiscrimination, compensation, taxation, benefits, and the Davis-Bacon Act, as applicable.

Contractor understands and agrees that employees of the School District are not permitted to work under this Contract, nor can they have ownership in a company that bids for or works under this Contract, either as a prime contractor or as a sub-contractor. Any breach of this provision shall result in immediate termination of the Contract and termination of employment with the School District.

Contractor warrants that all persons assigned to perform the services under the Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the School District. All of Contractor's and all of subcontractor's personnel shall comply with the confidentiality and security requirements of the Contract and applicable state and federal law while on school property or at a school-related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the School District may have the personnel removed from the premises.

Contractor warrants that all persons assigned to perform the services under the Contract are qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses, training, and certifications required to perform the Services. If the School District believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the School District shall notify Contractor in writing, and Contractor shall promptly address the performance or conduct of such person, or, at the request of the School District, immediately replace such person with another person acceptable to the School District and with sufficient knowledge and expertise to perform the services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the services in accordance with the schedule and maintenance requirements set forth in the Contract.

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Contractor agrees to relinquish to the School District any and all proprietary rights which it may have in work product created or contributed to by personnel while on assignment.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee for Contractor to solicit or secure the Contract; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

For the breach or violation of the above warranty and after notice, the School District shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

4.3 Warranties.

The School District does not waive, amend, or abridge any stated or implied contractual or warranty rights provided to the School District under state or federal law. In addition, Contractor warrants and agrees as follows:

- a. Any goods, applications, or software purchased or provided under the Contract will be defect free in design, materials, and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, and fit for the purposes specified by the School District. The packaging, packing, marking, and shipping of such goods will conform with Contractor's Proposal or quote. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.
- b. Any services purchased under the Contract will be performed by Contractor according to its best efforts for the Term(s) of this Contract. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by the School District.
- c. Contractor is fully aware of the School District's business requirements and intended uses of the goods, applications, software, processes, services, and products and warrants that such shall be fit for such intended uses.
- d. Contractor represents and warrants that all the concepts, materials, applications, products, and services produced, or provided to the School District shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Contractor represents and warrants that the concepts, materials, applications, products and services and the School District's use of same shall not infringe upon any other work, or violate the rights of publicity

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or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the School District.

- e. Should any third-party warranties exist, Contractor agrees to pass along all such warranties to and for the benefit of the School District, and to serve as the School District's contact to facilitate its rights under such warranties.

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Compensation and Payment.

The School District shall pay Contractor for the satisfactory performance of the services and/or satisfactory delivery of the goods provided under this Contract, the terms and rates set forth in the Contractor's Documents. Contractor acknowledges and agrees that this is a nonexclusive contract. The School District will utilize Contractor's services on an as-needed basis, based on an approved statement of work, and as such the School District will only be responsible for payment for goods and/or services as set forth and agreed upon in Contractor's Documents that are satisfactorily performed and meet the School District's required specifications.

Contractor further acknowledges and agrees that the value of the Contract shall not exceed \$8,307,123.00 Dollars (\$2,101,493.25.00) **first annual payment, \$2,068,543.25 thereafter;** *(Insert estimated annual expenditure)* however, the School District is under no obligation to solicit goods or services totaling this amount, and Contractor will only be paid for services rendered and goods accepted.

Contractor shall submit periodic invoices in triplicate detailing the services performed and the goods delivered (as applicable). The School District shall make payments in accordance with the School District Finance Department's payment procedures.

Any delay in the approval of an invoice or any delay in the payment will not excuse failure-to-perform by Contractor. The School District shall have fifteen (15) days to approve or disapprove an invoice. Once approved, the School District will have thirty (30) days to pay any approved invoiced. The School District will not be subject to any late fees, cancellation fees, interest fees, or collections fees imposed by Contractor.

5.2 Payments Withheld.

The School District may decline to approve an invoice and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the School District from loss, because of any of the following:

- a. Services not performed in accordance with the terms of the Contract, and which have not been remedied in accordance with the Contract;

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- b. Contractor supplies the School District with nonconforming goods and fails to cure the deficiency (at Contractor's sole expense) to the School District's reasonable satisfaction in accordance with the Contract;
- c. Persistent failure of Contractor to perform or provide its goods or services in accordance with the Contract schedule and the milestones established;
- d. Liens filed by Contractor's sub-consultants or subcontractors, or third-party claims based on Contractor's failure to make payments for services performed or materials provided;
- e. Failure of Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided;
- f. Damage to the School District or to another contractor by Contractor;
- g. Failure of Contractor to provide upon request by the School District documentation sufficient to substantiate charges on any invoice submitted for payment; or
- h. Breach of any warranties contained in the Contract.

5.3 Final Payment.

The acceptance of final payment shall, after the date of completion of the services and/or delivery of goods required under this Contract, constitute a release and a waiver of all claims by Contractor for payment for services and/or goods delivered under the Contract (and any amendments thereto) against the School District, the Board of Education, and their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors, and assigns of and from any and all claims, actions, or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments, or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character, or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way the Contract (and any amendments thereto) between the School District and Contractor.

5.4 Accounting Records.

All records of expenses pertaining to the Contract shall be kept on a sound accounting basis. Contractor shall maintain full and complete records, and such records shall be available for review by the School District or its authorized representative at mutually convenient times. All records must be maintained for a minimum of seven (7) years after the final payment by the School District or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year audit period. In addition, the School District shall have the authority to audit any and all records pertinent or relative to the Contract, the Contractor's records and any and all of its subcontractors' records pertinent or relative to the Contract, at any time for a period of at least three (3) years after close-

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out of the Contract, and Contractor shall surrender such records upon request and provide access to the School District and any reviewing agencies during such period.

5.5 Risk of Loss for Delivery of Goods

For all goods purchased by the School District under this Contract, Delivery shall be FOB destination, the School District's place of business. Insurance during shipment and until the goods are accepted by the School District is the responsibility of Contractor.

5.6 Rejection or Revocation of Acceptance of the Goods

All goods are subject to final inspection and acceptance within a reasonable time after delivery, and the right to reject defective or non-conforming goods is reserved despite any prior inspection by the School District.

ARTICLE VI. CONFIDENTIALITY AND SECURITY

6.1 Definition

Confidential information is defined as follows:

- a. Any information about the School District or its business that is stamped "Confidential."
- b. Identified in writing as confidential to Contractor or any of its representatives by or on behalf of the School District at the time of or promptly following the information's written or oral disclosure. All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").
- c. Any information that is excluded from disclosure by the School District by the Georgia Open Records Act O.C.G.A. 50-18-70 *et. seq.* ("the Open Records Act"), including but not limited to, student educational records and information.
- d. Despite any other provision in this Section, the failure by the School District to identify information as Confidential Information is not an acknowledgement of admission by the School District that the information is not confidential or a waiver by the School District of any of its rights with respect to the information.

The term "Confidential Information" does not include information that Contractor demonstrates:

- i. Was or becomes generally publicly available, other than as a result of a disclosure by Contractor or any of its representatives in violation of the Contract;

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- ii. Is in the lawful possession of Contractor or any of its representatives prior to its disclosure by or on behalf of the School District or any of its representatives; or
- iii. Was or becomes available to Contractor or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of the School District or its Representatives from a third party that to Contractor's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary, or other).

6.2 Contractor's Obligations Regarding Confidential Information

During and after the Term of this Contract, Contractor shall take all commercially reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature.

Without limiting the effect of the preceding sentence, Contractor will take commercially reasonable actions, legal or otherwise, necessary to cause its representatives to comply with the provisions of the Contract and to prevent any disclosure of the Confidential Information.

Contractor shall give prompt written notice to the School District of any unauthorized use or disclosure of the School District's Confidential Information. Contractor shall assist the School District in remedying each unauthorized use or disclosure.

The Contractor shall comply with all applicable state and federal laws and regulations regarding confidentiality of student records. Specifically, Contractor shall comply and shall assist the School District in compliance, in all material respects, with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.

6.3 Breach of Confidentiality

Contractor acknowledges and agrees that an award of money damages is inadequate for any breach of this Article by Contractor, or any of its respective agents, representatives, administrators, employees, officers, directors, attorneys, successors, and assigns; and that any breach causes the School District irreparable harm. Therefore, in the event of any breach or threatened breach of this Article by Contractor or any of its Representatives, the School District is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

6.4 Georgia Public Records.

Contractor understands and agrees that the School District must comply with the Open Records Act and release public documents as defined by the Open Records Act upon request, including the Contract and all records created and maintained in relation to the Contract, unless otherwise exempt under other provisions of the Open Records Act. Contractor understands and agrees that the School District will respond to requests under the Open Records Act at its discretion.

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Contractor shall assist the School District in compliance with all provisions of the Open Records Act and make records pertaining to the performance of services or functions under the Contract available to the School District at the request of the School District.

If Contractor asserts that any information in its response or in any information provided to the School District with respect to the services or products under the Contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then Contractor must follow the requirements of the Act set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

ARTICLE VII. TERMINATION

The Contract may be terminated as follows (in addition to the termination provisions set forth in the Solicitation, if any):

7.1 Termination Without Cause

- a. The School District may, at any time upon ninety (90) days' prior written notice to Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Contract for the convenience of the School District. If the School District exercises its right to terminate for convenience, any such termination will not result in any refund or credit for products and services already delivered, or for the remaining balance of any unused subscription period.
- b. The School District may terminate the Contract pursuant to O.C.G.A. § 20-2-506, by providing Contractor with at least thirty (30) days' notice prior to the end of the calendar year.
- c. Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling the School District's obligations hereunder, the School District may terminate the Contract by providing at least fifteen (15) days written notice of termination to the Contractor. Notice of termination shall include a certification by the School District of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by the School District not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the Contractor before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the Contractor or the date this Contract expires on its own terms whichever first occurs. The School District shall be obligated for payments to the contractor through the date of termination.

7.2 For Cause Termination and Other Remedies

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The occurrence of any one or more of the following events shall a default by Contractor under the Contract:

- a. Contractor fails to deliver the goods and services ordered by the School District under the Contract; or has delivered nonconforming goods or services; or fails to perform, to the satisfaction of the School District, any material requirement of the Contract; or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- b. Contractor fails to make substantial and timely progress toward performance of the Contract; or the School District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c. Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or the Contractor terminates or suspends its business; or the School District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- d. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, or orders when performing within the scope of the Contract;
- e. The Contractor has engaged in conduct that has or may expose the School District to liability, as determined in the School District's sole discretion; or
- f. The Contractor has infringed on a patent, trademark, copyright, trade dress, or any other intellectual property rights of a third party.

In the event of default by Contractor, the School District shall provide thirty-day written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in the School District's written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then the School District may: (1) immediately terminate the Contract without additional written notice; and/or (2) procure substitute goods or services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor, including without limitation offsetting amounts owed by the School District to the Contractor; and/or (3) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

7.3 Termination upon Assignment or Change in Control.

In the event Contractor attempts to assign this Contract to a third party, or in the event Contractor changes control, School District shall have the right in its sole discretion to terminate the Contract immediately upon written notice. In the event Contractor attempts to assign this Contract to a third party, or in the event Contractor changes control, School District shall have the right in its sole discretion to terminate the Contract immediately upon written notice if the third party or assignee of the Contract is debarred or ineligible to do business with the District, State of Georgia, or federal government.

7.4 Termination by Contractor

Contractor may terminate the Contract if the School District fails to make timely payment (within 30 days of receipt of invoice) of an invoice that has been approved by the School District. Prior to terminating the Contract, Contractor shall provide 15 days' written notice to the School District,

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notifying the School District of its failure to pay. The School District may cure its default within 15 days of receipt of the notice.

ARTICLE VIII. INSURANCE

8.1 General Insurance Requirements.

The following general insurance requirements apply to any and all work under the Contract by all Contractors and Subcontractors of any tier:

- a. Contractor shall provide insurance as required by the Contract Documents. Any and all insurance required by the Contract shall be maintained during the entire length of this Contract, including any extensions thereto, and until all work has been completed to the satisfaction of the School District. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under the Contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.
- b. The School District shall be covered as an Additional Insured under any and all insurance required by the Contract (other than Contractor's workers compensation and employer's liability insurance). Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.
- c. The School District shall be given no less than thirty (30) days' notice of cancellation of any insurance required under the Contract. The School District shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under the Contract. The School District shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- d. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the Contract and that he is licensed by the State of Georgia and is currently in good standing with Commissioner of Insurance for the State of Georgia.
- e. Any and all companies providing insurance required by the Contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless of risk, companies providing insurance under the Contract must have a current:
 - i. Best's Rating not less than A, and
 - ii. Best's Financial Size Category not less than size VII.
- f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract, or if such insurance is canceled for any reason, the School District

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shall have (a) the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or (b) the right to terminate the Contract.

8.2 Worker's Compensation and Employer's Liability Insurance.

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the Contract.

<u>Workers' Compensation</u>	<u>Statutory</u>
<u>Employer's Liability</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

This requirement does not apply to any business that has regularly in service less than three employees in the same business within the state of Georgia.

8.3 Comprehensive General Liability Insurance.

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$2,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises-Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this Contract. Policy coverage must be on an occurrence basis.

8.4 Automobile Liability Insurance.

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles to be covered

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If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under the Contract.

8.5 Umbrella Liability Insurance.

The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$2,000,000 per occurrence / \$2,000,000 aggregate.

ARTICLE IX. THE SCHOOL DISTRICT PROHIBITS UNLAWFUL DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

9.1 The School District does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or any other basis prohibited by law in any educational programs or activities or in employment policies and practices. Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, sexual orientation, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

9.2 The School District prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

9.3 The School District may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

ARTICLE X. DRUG/ALCOHOL/TOBACCO/WEAPONS FREE WORKPLACE

10.1 Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess, or use controlled substances or marijuana, as defined by law, during the performance of the Contract while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.2 Contractor and all subcontractors, if any, shall not possess any weapon, as defined by law on school property, at school related functions, or within 1000 feet of school property or school functions. Failure to comply with this provision may be considered a material breach.

10.3 Contractor and all subcontractors, if any, also shall adhere to all policies and regulations of the School District and the Board of Education that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

10.4 The School District may suspend or terminate Contractor, subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

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ARTICLE XI. SALES TAX

The School District is exempt from all state sales tax and federal excise taxes; and shall not pay any such taxes under the Contract. The School District, upon written request, will provide Contractor with applicable sales tax exemption certificates.

ARTICLE XII. GENERAL TERMS AND CONDITIONS

12.1 Assignment and Modification.

Contractor shall not assign or transfer any interest in the Contract without the prior written consent of the School District. No modification of the Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

12.2 Subcontractors.

Contractor shall not subcontract services or any part of the Contract without the prior written consent of the School District.

12.3 Third Party Beneficiaries.

The Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

12.4 Ownership.

Contractor retains all rights, title, and interest in and to its intellectual property and copyright materials, provided in connection with Contractor's services (collectively, "Contractor IP").

Contractor grants to the School District a personal, nonexclusive license to use Contractor IP for its own non-commercial, incidental use as contemplated herein. All data of the School District shall remain the property of the School District.

12.5 Indemnification.

The School District shall not be liable for any injuries incurred by Contractor or any of its employees, representatives, or agents during the performance of Contractor's duties as outlined in the Contract. Contractor agrees to indemnify, hold harmless, and defend the School District, the Board of Education, and any of their current, future, or past officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees), and/or causes of action out of any alleged negligence or misconduct of Contractor and for which the School District, the Board of Education, or any of their agents, officers, representatives, administrators, servants, or employees are alleged to be liable.

Contractor further agrees to indemnify, hold harmless, and defend the School District, the Board of Education, and any of their agents, officers, representatives, administrators, servants, and employees from and against any claim, demand, liability, loss, charges, expenses (including attorney fees), and/or causes of action of whatever kind or nature arising out of any conduct or

THE BIBB COUNTY SCHOOL DISTRICT

misconduct of Contractor not included in the paragraph above and for which the School District, the Board of Education, or any of their agents, officers, representatives, administrators, servants, or employees are alleged to be liable.

Contractor further agrees that its agreement to indemnify and hold harmless the School District, the Board of Education, and any of their current, future or past officers, agents, representatives, administrators, and employees shall not be limited to the limits of any insurance that may be required under the Contract. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the School District's or the Board of Education's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This Subsection supersedes any other references to indemnification in the Contractor's Documents. Contractor shall not impose any indemnification or hold harmless obligations on School District. To the extent any of the Contractor Documents contain such language, such provisions are null and void.

12.6 Dispute Resolution Process

Before pursuing legal action, the Parties agree to hold a meeting or conference between representatives of the contractor and the School District to resolve any problems or to discuss issues regarding the implementation of the Contract. Such meeting or conference shall be held within ten (10) business days of the date of any such request.

12.7 No Waiver of Legal Rights.

Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach, or of any right, that the School District or Contractor may have for damages.

The Parties may waive any provision in the Contract only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

No failure or delay (1) in exercising any right or remedy; (2) in requiring the satisfaction of any condition under the Contract; and/or (3) no act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition.

12.8 Obligation to Perform.

Contractor shall continue to perform notwithstanding all disputes or disagreements with the School District, other than the School District's nonpayment of an approved invoice, following notice and cure as provided in this Contract. Contractor's performance under the Contract shall

THE BIBB COUNTY SCHOOL DISTRICT

not be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and the School District may otherwise agree to in writing.

12.9 Rights and Remedies.

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

12.10 Organization, Licenses, and Regulations.

Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A § 14-2-1501. The School District may require Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of this Contract. Contractor's failure to provide such documents upon demand by the School District will constitute grounds for termination of the Contract by the School District .

Contractor shall secure and keep in full force and effect during the term of the Contract, without additional cost to the School District, all business licenses and permits required for Contractor's performance of the services contemplated herein. Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State, and local laws, rules, and regulations applicable to an organization engaged in the Contractor's business including but not limited to, those bearing upon labor standards or practices, non-discrimination, and equal employment opportunity.

12.11 Notices.

Except as otherwise expressly provided, any notice, instruction, or other written communication required or permitted to be given under the Contract shall be deemed to have been delivered or received:

- a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or
- b. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or the School District at its official address, for use under the Contract, as the case may be. For purposes of the Contract, notices, instructions, or other written communications shall be sent or delivered at the following address:

To Contractor: _____

Renaissance Learning, Inc.
2911 Peach St.
Wisconsin Rapids, WI 54494
Attn: Legal

THE BIBB COUNTY SCHOOL DISTRICT

And to The School District:

Superintendent
Bibb County School District
484 Mulberry Street
Macon, Georgia 31201

With Copies To:

Bibb County School District Legal Department
Bibb County School District
484 Mulberry Street, Suite 400
Macon, Georgia 31201

Director of Procurement and Warehouse Operations Services
Procurement
4580 Cavalier Drive
Macon, Georgia 31220

12.12 Publicity.

Any publicity regarding the services or goods provided under this Contract, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released without prior written approval by the School District. Contractor may, however, reference the Contract in proposals for other contracts or in client lists without prior School District approval.

12.13 Extent of Contract.

The Contract represents the entire and integrated Contract between the School District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The School District and Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in the Contract. The Contract may be amended only by written instrument and only after such amendment has been authorized by the Bibb County School District.

12.14 Venue & Governing Law.

Venue of any action brought under the Contract shall lie exclusively in the Macon, Bibb County, State of Georgia, or in the United States District Court for the Middle District of Georgia, Macon Division, without giving effect to its choice of law principles. Contractor hereby waives any and all objections to the exercise of personal jurisdiction and venue in these courts.

All matters giving arise under or relating to the Contract shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time. This paragraph represents the entire agreement between the parties regarding venue and governing law and replaces any other references to governing law or venue in Contractor's Documents or Exhibits.

THE BIBB COUNTY SCHOOL DISTRICT

12.15 Force Majeure.

Both the School District and Contractor shall not be considered in default in the performance of its obligations under the Contract to the extent that the performance of its obligations is prevented or delayed by any cause beyond either's reasonable control, including without limitation: acts of God; pandemics or epidemics designated by state or federal authorities; acts or omissions of governmental authorities; strikes, lockouts or other industrial disturbances.

12.16 Severability.

In the event any provision or any portion of any provision of the Contract, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of the Contract or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of the Contract will not be adversely affected.

12.17 Multiple Counterparts.

The Contract may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

12.18 Rights and Remedies Cumulative.

Any enumeration of the School District's rights and remedies set forth in the Contract are not exhaustive. The School District's exercise of any right or remedy pursuant to the Contract does not preclude the exercise of any other right or remedy. All the School District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in the Contract, any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute, or otherwise.

12.19 Time Is of The Essence.

Time is of the essence with regard to performance of any services under the Contract, unless the parties agree otherwise in writing.

12.20 Authority.

The Parties hereby represent and warrant that the individuals executing this Contract have the authority to legally bind the School District and Contractor respectively.

12.21 Background Check.

The School District requires that all individuals who will work on the School District site (including full-time, part-time, and temporary employees, contractors and subcontractors) must be fingerprinted by the School District and cleared through the Georgia Criminal Information

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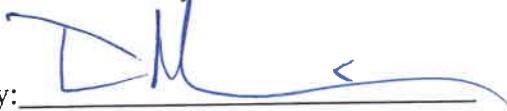
Center System (GCIS) before they are assigned to work at the School District. The cost of fingerprinting is \$50.00 per individual and is the responsibility of Contractor. Any failure to comply with this requirement constitutes a breach of the Contract.

12.22 Georgia Security and Immigration Compliance Act.

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

IN WITNESS WHEREOF, The School District and the Contractor have caused this Contract to be executed by the duly authorized representative of the day, month, and year first above written.

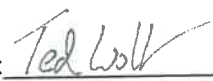
The Bibb County School District

By: 

Title: Superintendent

Date: 7-28-2025

Contractor: Renaissance Learning, Inc.

By: 

Title: CFO

Date: 6-12-2025

THE BIBB COUNTY SCHOOL DISTRICT

EXHIBIT A

BCSD DATA PRIVACY AND SECURITY TERMS

The Contractor's provision of goods and/or services involves the collection, use, maintenance, and/or disclosure of School District Student Data, School District Employee Data, or School District Confidential Information as defined below. As such, the Contractor must comply with the following data privacy and security terms for its access to and use of the required data identified in Attachment 1. Capitalized terms used but not defined herein shall take on the meaning assigned to them in the Contract.

1 Definitions.

- 1.1 School District Student Data.** School District Student Data includes any data, whether gathered by Contractor or provided by School District, its users, employees, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record as well as content generated by the student through use of or participation in Contractor's products, programming, and/or services. School District Student Data shall not constitute information that is already public, information that has been anonymized or de-identified and cannot be re-identified, or anonymous usage data regarding a student's use of or participation in Contractor's products, programming, or services.
- 1.2 School District Employee Data.** School District Employee Data includes any data, whether gathered by Contractor or provided by School District or its users or employees, that is descriptive of the employee including, but not limited to, employee first and last name, gender, birth date, home address, telephone number, email address, race/ethnicity, social security number, driver license number and information, evaluations, medical records, medical information, insurance information, disabilities, financial information, credit card information, debit card information, bank account information, mother's birth name, worker's compensation information, and the identity of the employee's immediate family members or dependents.
- 1.3 School District Confidential Information.** Contractor shall presume that all information received pursuant to the Contract or in the course of fulfilling Contractor's responsibilities under the Contract is School District Confidential Information unless otherwise expressly designated by School District. School District Confidential Information includes, but is not limited to School District Employee data, sensitive School District information, and other non-public School District information. It does not include information that is already public, information that is thoroughly de-identified or anonymized and cannot be re-identified, or anonymous usage data associated with School District use of or participation in Contractor's products, programming, or services.

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- 1.4 School District Data.** School District Data includes School District Student Data, School District Employee Data, and School District Confidential Information. School District Data does not include de-identified data that cannot be re-identified.
- 1.5 De-identified Data.** De-identified data is data that has been anonymized to remove or obscure any personally identifiable information in a way that makes re-identification of that data impossible. De-identification should ensure that any information when put together cannot indirectly identify the student or employee, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual.
- 1.6 Data Requested for Contractor's Provision of Goods and/or Services.** To provide the digital Goods and/or Services under this Contract, Contractor requests access to, collection, processing, and/or use of the following forms of School District Data (Contractor, specifically list all data collected):

See attached Data of Categories Collected by Assessment Products

2 Ownership and Use of School District Data.

- 2.1 Ownership.** All School District Data and any intellectual property rights thereto is and will remain the property of School District to the extent that it was the property of School District at the time it was provided to Contractor.
- 2.2 Data Use.** Contractor attests that the data requested by the Contractor from School District for School District to utilize the Contractor's products and/or services represents the minimum necessary data for the products and/or services. Contractor shall use School District Data solely and exclusively for the purposes for which the School District Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not use, sell, share, transfer, distribute, or otherwise disclose or make available School District Data for Contractor's own purposes or for the benefit of anyone other than School District, in each case, without School District's prior written consent, or without a court order or lawfully issued subpoena. Contractor shall not disclose School District Data unless the disclosure is necessary for Contractor to provide the products, programming, and/or services under the Contract and the disclosure is made to Contractor's contractor, subcontractor, processor, or subprocessor that Contractor holds to the same or substantially similar requirements for data privacy, use, and security as contained in the Contract. Additionally, any use or disclosure of School District Data may only be in a manner that does not violate local, state, or federal privacy laws and regulations.

THE BIBB COUNTY SCHOOL DISTRICT

- 2.3 Access to School District Data.** School District shall have access to School District Data maintained by Contractor with ten (10) business days' notice to Contractor at no charge to School District.
- 2.4 Data Destruction or Return.** Upon (i) expiration of the term of the Contract governing School District's purchase of Contractor's Goods and/or Services, (ii) the earlier termination of the Contract for any reason, (iii) at a time when some or all of the School District Data is no longer needed for purposes of the Contract, or (iv) School District's request, Contractor covenants and agrees that it shall promptly return to School District all School District Data in the Contractor's possession and control in a useable format, free of charge. If return of School District Data is not feasible or if School District agrees, then the Contractor shall destroy, dispose of, and/or delete all School District Data within ninety (90) days after the termination of the Contract or after it ceases to provide services to School District. Contractor shall destroy School District Data in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. If requested by School District, an officer of the Contractor will certify in writing that all School District Data and all copies thereof have been delivered to School District or destroyed.

3 Legal Compliance

- 3.1 Legal Compliance.** Contractor represents and warrants that it will comply and shall assist School District in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h, the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501, and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. §§ 20-2-660 *et seq.*) ("SDA").
- 3.2 Contractor as School Official.** To the extent Contractor has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of School District and its employees, agents, teachers, and students, School District designates Contractor a "school official" within the meaning of FERPA. Contractor will be under the direct control of School District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Contractor may use personally identifiable information and education records only for the purpose of performing its obligations under this Contractor and as authorized by the state and federal laws referred to in Section 3.1 Data Privacy and Security Compliance above.
- 3.3 Contractor as Operator.** Contractor shall comply with the SDA to the extent Contractor

THE BIBB COUNTY SCHOOL DISTRICT

is an “operator” as defined by the SDA. Specifically, Contractor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Contractor has acquired because of a student’s use of Contractor’s website, service, or application; (2) use information created or gathered by Contractor’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666.

4 Data Security

- 4.1 Privacy, Confidentiality, and Security.** Contractor understands and agrees that it is imperative to protect School District Data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. Contractor shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Contractor agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. Contractor agrees to maintain security protocols and practices that, at a minimum, are designed to protect School District Data from unauthorized access, destruction, use, modification, or disclosure; meet industry standards for protection during the transfer or transmission of any School District Data; and ensure that all School District Data obtained or generated pursuant to this Contract are kept in a secure computer environment. Contractor agrees that, as a minimum, it will comply with the requirements of Section 5, Technical and Organizational Security Measures.
- 4.2 Review of Third Party Audits and Reports.** Upon request by School District, Contractor shall provide a copy of its most recent Statement on Standards for Attestation Engagements (“SSAE”) No. 18 audit, SOC2 audit report, or equivalent audit of any data center security controls in which School District Data is stored.
- 4.3 Audit.** School District may audit the records and systems of Contractor to ensure compliance with the data security and privacy terms. School District will notify Contractor in writing at least thirty (30) business days prior to any such audit. If an audit reveals that Contractor is using School District Data beyond the scope of the contract, then, in addition to any other remedies available to School District, Contractor shall reimburse School District for the cost of such audit.

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- 4.4 Security Incident.** A Security Incident means any incident, including a breach of data security, leading to the accidental or unlawful destruction, loss, alteration, damaging, or unauthorized disclosure or acquisition of, or access to School District Data that Contractor maintains, uses, stores, or otherwise processes in the course of providing the products or services under this Contract, and any other event which would have to be notified to a data privacy authority and/or individuals under applicable state or federal law. For the avoidance of doubt, "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of School District Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 4.5 Notice of Security Incident.** Contractor shall give prompt written notice to School District without unreasonable delay, but no later than ten (10) business days after the determination that a Security Incident that may or does impact School District Data has occurred, or of any unauthorized use, release, or disclosure of School District Data. Contractor shall assist School District in remedying each unauthorized use or disclosure at Contractor's expense. Such notice shall include, at a minimum, the following information: 1) A list of the types of School District Data that were or are reasonably believed to have been the subject of a Security Incident; 2) the date or estimated date of the Security Incident, if known; 3) whether law enforcement has been engaged; 4) a description of the Security Incident; 5) information on the current state or containment of the Security Incident; 6) the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact with School District. Giving assistance does not waive any breach of the Contract by Contractor, nor does acceptance of the assistance constitute a waiver of any breach of the Contract. Contractor agrees to comply with the terms of this provision regardless of whether the unauthorized use, release, or disclosure of School District Data is the result of or constitutes a material breach of these terms and conditions.
- 4.6 Costs of Security Incident.** Contractor shall reimburse and indemnify School District for all costs imposed on School District or reasonably undertaken by School District at its discretion associated with a Security Incident, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; reasonable legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against School District as a result of the Security Incident; and any other notifications, legally mandated responses, or responses reasonably undertaken by School District in response to the Security Incident.
- 4.7 Breach of Data Privacy and Security Terms.** Contractor acknowledges and agrees that any breach of School District Data by Contractor, or any of its respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and

THE BIBB COUNTY SCHOOL DISTRICT

assigns causes School District irreparable harm. Therefore, in the event of any breach or threatened breach of these Data Privacy and Security Terms by Contractor or any of its representatives, School District is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

5 Technical and Organizational Security Measures. This section details the minimum technical and organizational security measures which Contractor must implement to ensure the security of School District Data.

5.1 Authentication and Access Control. Contractor must have a documented process in place for granting and revoking access to all systems that process or store School District Data using adequate security measures that are consistent with industry standards and technology best practices.

5.2 Transmission of School District Data. Contractor may send and receive School District Data by a secure file transfer protocol (SFTP) connection or a secure internet site transfer using an HTTPS web address. School District will not provide data to Contractor through spreadsheets sent by email. All School District Data transmitted by Contractor and/or its contractors, subcontractors, processors, and subprocessors will be protected with a transmission encryption solution that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (FIPS) 140-2 validated.

5.3 Encryption. All School District Data transmitted by Contractor and/or its subcontractors, processors, and sub-processors will be protected with a transmission encryption solution that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards ("FIPS") 140-2 validated. All School District Data stored by Contractor shall be protected with a data-at-rest encryption product utilizing a validated FIPS 140-2 Cryptographic Module with a 128-bit key or higher, whatever the industry standards for encryption are at that time, if better.

5.4 System Security and Vulnerability Management. Contractor must:

5.4.1 Have a documented patch management and distribution process that ensures security patches are applied to all systems (to include servers, workstations, laptops) that process and/or store School District Data;

5.4.2 Employ network security architectural components (to include, at a minimum, firewalls and network intrusion detection/prevention solutions) to adequately protect all systems

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processing or storing School District Data that are accessible from the Internet or other public network;

- 5.4.3** Employ an anti-virus solution with real-time protection and automatic updates on all systems that store or process School District Data; and
- 5.4.4** Ensure any web-based solutions storing or processing School District Data will adhere to security design best practices including, but not limited to, protecting against the Open Web Application Security Project (OWASP) Top 10 list of security risks, or whatever the industry standards require at that time, if better.
- 5.5 Physical Security.** Contractor must employ physical safeguards and visitor access controls to prevent unauthorized access to all systems and media used to process or store School District Data.
- 5.6 Audit Trail.** All systems that process or store School District Data must maintain an electronic audit trail that documents system security events. Contractor must ensure that users receive regular security awareness training.
- 5.7 Disaster Recovery Process.** Contractor must maintain a disaster recovery process.
- 5.8 Personnel Training.** Contractor must implement a security awareness program to train personnel about their security obligations. This program includes training about data classification obligations; physical security controls; security practices and security incident reporting.
- 5.9 Incident Response.** Contractor must have in place a cyber security incident response plan to ensure a timely, effective, and orderly response to information security incidents.
- 5.10 Contractor Oversight.** Contractor shall implement, test, and continually monitor the administrative, physical, and technical controls necessary to protect School District Data. School District may require Contractor to complete periodic security assessments to ensure compliance with School District data security requirements.
- 5.11 Contractor Compliance.** Contractor shall periodically conduct or review compliance monitoring and assessments of Contractor's contractors, subcontractors, processors, and/or subprocessors to determine their compliance with the privacy, use, and security requirements of this Contract.
- 5.12 Cyber Liability Insurance.** Contractor must maintain Cyber liability coverage providing protection against (i) privacy breaches (liability arising from the loss or disclosure of District Data); (ii) system breach; (iii) denial or loss of service; (iv) introduction,

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implantation, or spread of malicious software code; and (v) unauthorized access or use of computer systems with a limit of at least \$2,000,000, \$2,000,000 per occurrence.

THE BIBB COUNTY SCHOOL DISTRICT

EXHIBIT B

CONTRACTOR DOCUMENTS

Contractor's Proposal/Price Proposal

[Insert Statement of Work and Order forms here]

Renaissance

See Every Student.

Quote Summary 2025-2026

Bibb County Schools

484 Mulberry St

Macon, Georgia 31201-7906

Renaissance is pleased to offer **Bibb County Schools** solutions designed to accelerate learning for children of all ability levels. The solution custom-suited to your administrators, teachers, and students is comprised of the following:

Products

Subscription: 7/1/2025 - 6/30/2026

Quote #193824 SchoolCity with Inspect Premium Plus, GradeCam

Quote #191908 EduClimber, Includes Year 1 Start-Up

Quote #192081 Nearpod Premium+, Math & Social Studies

Subscription: 8/1/2025 - 7/31/2026

Quote #166587 Star Comprehensive Suite, CBM's Reading & Math)
Accelerated Reader, Freckle (Math, ELA, Science, Social Studies), Lalilo,
myON Reader, myON News

Program Management

Consulting/Customer Success: 8/1/2025 - 7/31/2026

Quote #173343 -Renaissance District Consulting Services,
Customer Success Management Services

Monthly invoice schedule post consulting/customer success service delivery

Description	Invoice Date	Payment Terms	Amount
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1 st Invoice	September 1, 2025	Net 30	\$16,666.74
2 nd Invoice	October 1, 2025	Net 30	\$16,666.66
3 rd Invoice	November 1, 2025	Net 30	\$16,666.66
4 th Invoice	December 1, 2025	Net 30	\$16,666.66
5 th Invoice	January 1, 2026	Net 30	\$16,666.66
6 th Invoice	February 1, 2026	Net 30	\$16,666.66
7 th Invoice	March 1, 2026	Net 30	\$16,666.66
8 th Invoice	April 1, 2026	Net 30	\$16,666.66
9 th Invoice	May 1, 2026	Net 30	\$16,666.66
10 th Invoice	June 1, 2026	Net 30	\$16,666.66
11 th Invoice	July 1, 2026	Net 30	\$16,666.66
12 th Invoice	August 1, 2026	Net 30	\$16,666.66
Total			\$200,000.00

Below is a calculated cost for the attached quotes for all proposed products and services based on your customized solution.

Quote Summary	
Quote Number: 193824, 191908, 186363, 192081, 173343	
Student Count: 21,806	
Building Count: 42	
Total Cost Year 1: \$2,101,493.25 Discounts: \$ 502,783.91	
3-Year Option to Renew: Year 2: \$2,068,543.25 Year 3: \$2,068,543.25 Year 4: \$2,068,543.25 (EduClimber year 1 start-up removed)	

**Pricing is based on the quantities ordered per product. If quantities change, pricing will also change. Additional per-student subscriptions added mid-term will be invoiced based on the remaining term of the subscription.*

By signing below, Customer:

acknowledges that the Person signing this Quote is authorized to do so; agrees that this Quote, any other quotes issued to Customer during the Subscription Period, and Customer and its Authorized Users' access to and use of the Products and Services are subject to the **Master Agreement**, attached and incorporated herein.

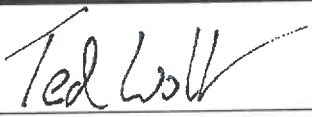
acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy

<https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and, consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Summary.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below, or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	
By: 	By: 
Name: Ted Wolf	Name: Dan A. Sims
Title: Senior Vice President Global Controller	Title: Superintendent
Date: 5-20-2025	Date: July 28, 2025
	Invoice Date:

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional Development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021, New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves—only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom—transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Master Terms of Service and License

These Terms of Service state the binding legal terms and conditions between Bibb County Schools ("Customer") and Renaissance Learning, Inc. ("Vendor") effective as of the last date of signature below. This Master Agreement shall govern all Products and Services provided by Vendor to Customer. To the extent any Quote contains links to the standard Vendor Terms of Service and License Agreement, this Master Agreement shall control and the linked Terms shall not be applicable.

Definitions. As used above and in these Terms of Service, capitalized words have the meaning set forth in Exhibit A or as otherwise expressly defined in these Terms of Service.

1. **License and Access to Products.**

- a. **License.** Subject to the terms and conditions set forth in these Terms of Service, Vendor grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
- b. **Access and Use Limitations.**
 - i. **Access and Use.** Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Vendor's maintenance and updating of the Products.
 - ii. **Quantity.** The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties, or as described in Section 5(b), below.
 - iii. **Access and Use Restrictions.** Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) use the Products or Content in any manner for (1) designing, developing, using, or deploying any software program or service including but not limited to any purpose related to the training, testing, validating or operating of any software or service incorporating a large language model, foundation model, deep machine learning, generative artificial intelligence, or any other algorithm, model, or process of a nature commonly referred to as artificial intelligence (collectively, "AI Tools"), (2) creating a tool to extract data from our content, (3) assimilating, assembling, or otherwise generating archived or cached data sets containing our content or providing such datasets to another person or entity, or (4) any data aggregation, analysis or mining purposes; (E) remove any proprietary notices from the Products; (F) allow anyone other than Customer or its Authorized Users to access or use the Products; (G) use the Products, including uploading any Customer Data, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (H) access or use the Products for any purpose not authorized under these Terms of Service; (I) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (J) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Vendor of any actual or suspected unauthorized access to or use of the Products, after which Vendor may then implement a Service Suspension.
 - iv. **Authorized Users.** Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
 - v. **Suspension.** Notwithstanding anything to the contrary in these Terms of Service, Vendor may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Vendor determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Vendor's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Vendor has suspended or terminated Vendor's access to or use of any third-party product or service necessary to the Products; or

- (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Vendor shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Vendor's sole discretion. Vendor shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Vendor will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
- vi. Customer Hardware, Other Software and Services. Vendor does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
 - vii. Product Updates, Modifications and Discontinuation. We may update the Products, modify content, provide new functionality, or otherwise change the design of any Product that does not materially impair Customer's usage of the Products. The performance of modifications may result in the temporary unavailability of the product. Vendor may discontinue a Freemium Product in its sole discretion and will provide advance written notice to applicable Customers.
 - viii. AI Technologies. Certain of our Products and Services may include, or involve the use of, AI Technologies and allow for Customer to provide input ("AI Input") and receive output ("AI Output") via the Products and/or Services. Customer is responsible for ensuring that AI Input does not violate any applicable laws and this Agreement. Customer acknowledges and agrees that AI Technologies may not be accurate and shall not solely rely on AI Output for any purpose. Customer shall not use AI Output for any purpose that could have a legal or significant effect on an individual.
2. **State Education Agency Contracts**. Not Applicable.
 3. **Product Addendum(s)**. The applicable Product Addendum(s) found in 'Exhibit B - Product Addendum' shall apply to the extent Customer is accessing such Product(s) pursuant to this Agreement.
 4. **Professional Learning and Training Services**. If contracted by Customer, Vendor shall provide the Professional Learning and Training Services identified in the Quote and/or any Statement of Work agreed to by the parties in writing. All Services identified in the Quote, or any applicable Statement of Work shall be governed by these Terms of Service, including the Additional Terms and Conditions set forth in Exhibit C.
 5. **Payment Obligations**.
 - a. Fees. Customer shall pay Vendor all amounts listed in the Quote ("Fees") within 30 days of invoice date. Customer may not withhold or setoff any amounts due under the Agreement, unless there is a dispute regarding a charge on the invoice, in which case the undisputed portion shall be paid within 30 days of invoice date while parties work to resolve the disputed portion. Vendor may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Vendor's Affiliates may provide the Products or Services, or issue invoices for amounts owed under any Quote or Sales Order governed by the Agreement. Amounts paid for Products and Services are not refundable, unless otherwise agreed to in writing, regardless of the extent they are utilized.
 - b. Adjustment for Additional Quantity. Should Customer's use of the Services identified in the Quote and/or any Statement of Work exceed the quantity listed in the Quote, purchase order, Statement of Work, or otherwise, Customer shall be responsible for the payment of additional fees which shall be billed at the applicable rates set forth in the Quote and/or Statement of Work for such usage. Customer will be notified in writing of such additional fees and Customer shall pay for such usage pursuant to Section 5(a), above.
 - c. Taxes. Fees are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Customer must pay any applicable value added, goods and services, sales, use, privilege, excise gross receipts, or other transaction taxes, duties, or similar amounts that are owed under this agreement and which Vendor is permitted to collect from Customer under applicable law unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority. Vendor is responsible for all taxes based on Vendor's net income.
 6. **Term; Termination; Effect of Termination**.
 - a. Term. The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.

- b. **Termination.**
 - i. **Uncured Breach:** Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
 - ii. **Non-Payment:** Vendor may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Vendor, unless parties agree to extend 10-day deadline.
 - c. **Effect of Expiration or Termination.** Upon expiration or termination of the Agreement:
 - i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, in Vendor's discretion, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
 - ii. Customer shall return or destroy, at Vendor's sole discretion, all Confidential Information of Vendor. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
 - iii. each party shall cease the use of the other party's Intellectual Property Rights; and
 - iv. Customer shall pay Vendor all undisputed amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
 - d. **Survival.** Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 7, 8, 9, 10, 11 and 12, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.
7. **Intellectual Property.** Notwithstanding the limited license granted under these Terms of Service,
 - a. **No Transfer of Rights.** As between Vendor and Customer, Vendor owns all Intellectual Property Rights in or embodied by the Products, including any modifications or adaptations made for the benefit of Customer. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
 - b. **Customer License to Vendor.** Customer grants to Vendor and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.
8. **Confidentiality.** Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 8, and will be liable for any breach of this Section 8 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 8.
9. **Data.**
 - a. **Customer PII and Data Protection Addendum.** Vendor shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum, available at <https://doc.renlearn.com/KMNet/R62068.pdf>, incorporated herein.

- b. Data Ownership and License. As between Vendor and Customer, Customer owns the Customer Data. Customer grants Vendor a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Vendor and Customer, Vendor owns the Vendor Data. Vendor Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
- c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Vendor any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Vendor has no obligation to monitor for entry of such data. Customer will not: (i) use Customer Data that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless Customer is the owner of such rights or have permission from their rightful owner to post the material and to grant Vendor all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any material of a commercial nature.

10. Indemnification.

- a. Vendor Indemnification. Vendor shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Vendor is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Vendor has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Vendor may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this Section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
- b. Customer Indemnification. To the extent permitted by law, Customer shall defend and indemnify Vendor, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Vendor: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives. The indemnity provided in this Section shall be Vender's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
- c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 10.a or 10.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.

11. Warranties and Liabilities.

- a. WARRANTIES. VENDOR PROVIDES THE PRODUCTS AND SERVICES "AS IS". VENDOR MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. VENDOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.

- b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 10, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
 - c. OTHER LIMITS. VENDOR'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) \$100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, VENDOR WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.
12. **Miscellaneous.**
- a. Compliance with Applicable Laws. Vendor shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services. To the extent a law is enacted during the Term that substantially changes the obligations of Vendor as a provider of the Products and Services, Vendor may not be able to perform some or all its obligations under the Agreement and will be entitled to terminate said obligations upon written notice to Customer.
 - b. Entire Agreement. The Agreement, notwithstanding anything supplementary or to the contrary in any purchase order or other document provided by Customer, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.
 - c. Severability. If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.
 - d. Waiver. No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.
 - e. Dispute Resolution. Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Vendor's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.
 - f. Limitation of Action. Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.
 - g. Governing Law. For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Delaware.
 - h. Notices. Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Vendor at legal@renaissance.com and in the case of notice to Customer, to Vendor's e-mail address of record for Customer, or other administrator.
 - i. Assignment. The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Vendor reserves the right to assign the Agreement without restriction, following commercially reasonable notice to Customer prior to such an assignment, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section is invalid.
 - j. Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.

- k. Anti-Corruption. Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Vendor or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.
- l. Duplicates. The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.
- m. Compliance with Export and Sanction Laws and Regulations. The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Vendor and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.
- n. Authorization. The signatory for each party represents and warrants that it is duly authorized to enter into the Agreement.
- o. Equitable Rights. Each party acknowledges that a breach or threatened breach of Section 7 (Intellectual Property) or Section 8 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.
- p. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Vendor); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

1. IN WITNESS WHEREOF, Customer and Vendor execute this Agreement as of the date of its last signature.

RENAISSANCE LEARNING, INC.	
Signature: 	Signature: 
Name: Ted Wolf	Name: Dan A. Sims
Title: CFO	Title: Superintendent
Date: 6-12-2025	Date: July 28, 2025

EXHIBIT A

Definitions

"Affiliate" of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

"Agreement" means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

"AI Technologies" means artificial intelligence, machine learning, or similar technologies, either developed by Renaissance or third parties, that are incorporated into the Products and/or Services.

"Authorized User" means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

"Claim" means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

"Confidential Information" means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Vendor or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

"Customer" means the school, school district, educational institution or other organization that signed the Quote.

"Customer Data" means: (i) data provided by the Customer in connection with the Products, including educational material; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at <https://docs.renaissance.com/R62941>. For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

"Data Protection Addendum" means the Exhibit D, Data Protection Addendum available at <https://docs.renaissance.com/R62068> and incorporated herein, and applicable to PII based on the location of the applicable individual as set forth in the Data Protection Addendum.

"Deidentified Data" means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

"Deliverables" means any work product or materials to be developed or delivered by Vendor in connection with the Products or Services, as well as all related Intellectual Property Rights.

"Intellectual Property Rights" means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

"Person" means a person, entity or organization.

"Personally Identifiable Information or PII" is defined in the Data Protection Addendum.

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"Premium Hybrid Products" means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) including but not limited to Nearpod, Flocabulary, Freckle, and Lalilo, access to which is being provided to Customer under the Agreement.

"Products" means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Vendor or one of its Affiliates.

"Quote" means that certain document identified as a sales quote, or Sales Order, provided by Vendor to Customer, setting forth certain Products or Services to be obtained by Customer from Vendor for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound. These Terms of Services are incorporated into each Vendor Quote or Sales Order.

"Recipient" means a party or its Affiliate that receives Confidential Information of the other party.

"Sales Order" means that certain document identified as a sales order and shall have the same meaning as Quote.

"Services" means those professional services identified in the Quote and any other professional, technical or support services that Vendor provides to Customer as set forth in a Quote or Statement of Work.

"Service Suspension" means the term as described in Section 2(b)(v).

"Subscription Period" means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

"Term" means the term as described in Section 7(a).

"Terms of Service" means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

"Third-Party Services" means hardware, software, network or internet bandwidth, content, data or services not provided by Vendor.

"Valid Login Information" means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

"Vendor" means Renaissance Learning, Inc., or the applicable Vendor Affiliate identified on the Quote or Sales Order.

"Vendor Data" means the Deidentified Data and the performance, system and operational data created by Vendor.

Exhibit B – Product Addenda

Nearpod Platform ("Platform") Product Addendum

A. Additional Definitions

"Admin User" means a Platform User who has administrator access to the Platform for an Institution.

"Educator User" means a single, named, person of legal age who can enter into a contract in the state or country in which the User resides and in no case, is under the age of 18, and who is an instructor or school administrator who has an end-user account to use the Product and is not a student.

"Institution" is defined as: a licensed school, district, college, university or other education institution or education agency, whether public or private, that adopts or uses the Platform.

"Student Users" means those Platform users who participate in the participant portion of the Product by entering a code provided by the Educator User and accessing the lesson materials or only obtain access to a Student Account (available only in School or District License Editions) if the administrator on that account enables the Product the ability to do so.

B. Accounts, Passwords, and Payments

1. Educator Accounts. Vendor has two types of accounts: individual accounts (e.g., Silver, Gold, or Platinum) or Institution accounts (e.g. School or District) as more particularly described below. All these accounts are meant for Educator Users. Students Users do not need accounts to access the Product; however, administrators of Institution accounts will have the option to enable the Student Account feature (as more particularly explained below).
 - a. School Accounts. School accounts are available to elementary and secondary educational Institutions to be used exclusively by the purchasing Institution, its employees, and its students. A school will be given access for the number of Admin Users and Educator User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license by more than one individual, including the use of a shared email address such as is not permissible use and a violation of these Terms.
 - b. District Accounts. District accounts are available to public school districts to be used exclusively by the purchasing district's employees and its students. A district will be given access for the number of Admin User and Educator User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license by more than one individual, including the use of a shared email address such as is not permissible use and a violation of these Terms.
2. Student User Accounts. Admin Users of an Institutional Account shall have the ability to opt-in to this feature. The default of this feature shall be an opt-out. Should an Admin User opt-out of Student Accounts, then Student Users will be able to continue use of the Product through the participation portion of the platform by entering a "join" code.
3. Data Retention During Subscription Period:
 3. a. Individual Accounts: Post Session Reports must be downloaded by Customer within 18 months after creation date. Vendor will automatically delete Post Session Reports on a rolling 18 months basis after creation date.
 4. b. School, District, High Education, and Enterprise Accounts: All Post Session Reports will be maintained during the Term of the Agreement. Customer will immediately lose access to all Post Session Reports at end of Term. Customer must download Post Session Reports before the end of Term. Vendor will delete Post Session Reports three months after Expiration or Termination of the Agreement.
- D. Boardworks Program on the Nearpod Platform. To the extent Customer subscribes solely to the Boardworks Program through the Nearpod Platform, as indicated on the Quote or Sales Order, Customer will receive access to the Boardworks Program only and will not receive access to Nearpod Premium Content. Certain functionality and features of the Platform were designed for the Nearpod Content and may not be available for the Boardworks Program.
- E. Third Party Links. Additionally, the Product may provide users with access to third-party services through API's or content via links to third-party providers. You acknowledge and agree that Vendor is not responsible and shall have no liability for such third-party sites and services, products or services made available through them, or your use of or interaction with them. Whether the third-party content appears within the Product (such as in an embedded video player, including but not limited to YouTube), or Customer or User leaves the Product to view the third party linked content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. Customer should review the policies of these third-party sites regarding the collection

and use of Customer information as their policies may differ from Vendors. Vendor does not accept any responsibility or liability for the privacy practices of third parties.

- F. **YouTube:** When Customer or its users watch third-party content made available through the Product or navigate to third party sites, such as YouTube, Customer is subject to the third party's terms of use and privacy policies. Customer expressly agrees to be bound by the YouTube Terms of Service available at: <https://www.youtube.com/t/terms>.
- G. **Google:** When Customer or its users access Google applications or content through the Product, Customer is subject to the Google Terms of Use available at: <https://policies.google.com/terms?hl=en-US> and the Google Privacy Policy available at: <https://policies.google.com/privacy?hl=en-US>. Nearpod does not sell Google user data to third parties, and will only use Google user data for the purposes of providing the Services to you. Nearpod does not transfer Google user data to third parties for reasons other than providing or improving the Nearpod services.
- H. **Authorized Use of Open Communication Tools.** Vendor may provide various open communication tools as part of the Product for Educator Users, such as blog comments, blog posts, chat forums, or message boards. By posting information or otherwise using any open communication tools as mentioned, Customer agrees that Customer will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.
- I. **Publicity.** Vendor may advertise, publicly announce, or provide to any other person, information relating to the existence of this Agreement with Customer, including Customer's name for any promotion, publicity, or marketing of the Product.
- J. **Marketing.** Vendor will not use student personal information for third party marketing. Vendor may email Educator Users to provide marketing information about products and services provided by Vendor. Educator Users may opt-out of receiving marketing emails.

Flocabulary Product Addendum

1. **General terms**
 - a. Only school staff and parents or guardians may purchase access to the Product. Children under the age of eighteen are not eligible to purchase access to the Product or register for an educator account.
 - b. School staff may invite students to participate in Product directly through individual accounts under certain plans, more fully described at: www.flocabulary.com/plans.
- 5.
2. **Payment Terms**
 - a. The general terms of each subscription plan are available at www.flocabulary.com/plans.
 - b. **Free Trials:**
 - i. Free trials are not available to anyone under the age of 18.
 - ii. Individuals may only register for the Free Trial Offer one time per year, for a thirty-day trial period.
 - iii. Representatives of schools and districts may request one or more free trial periods as needed to evaluate the Product, which will be granted in Vendor's sole discretion.
 - iv. By registering for a free trial, Customer consents to Vendor contacting Customer to follow up on Customer's experience with the Product and potential purchase of a paid license.
 - c. **Plans paid with a credit card:**
 - i. Payments will be charged on the day Customer registers for a service and will cover the use of that service for the subscription period specified for the requested plan.
 - ii. Plans (other than school-wide or district plans) that are not cancelled before the end of the applicable subscription period will automatically renew and Customer authorizes Vendor to collect the then-applicable subscription fee for such service using any credit card or other payment mechanism Vendor have on record for Customer.
 - iii. Subscription fees are non-refundable, though a subscription can be canceled anytime. If you cancel your subscription, you will have access until your next billing date and will not be billed again.
 - iv. For individual accounts that are paid monthly, Customer may have the option to pause Customer's account from time to time. If Customer exercises this option, upon re-activation of Customer's account, the monthly pricing shall automatically be adjusted to the then-current pricing for the applicable plan.
 - d. **Plans paid for with a purchase order:** By submitting a purchase order, Customer agrees to pay the fees owed in full within thirty (30) days of receiving an invoice from Vendor, unless otherwise specified on an Order Form.

EXHIBIT C

Additional Terms and Conditions – Professional Learning Services (as applicable)

To the extent Customer has ordered Professional Learning Services as part of the Quote, Customer agrees to the following additional terms for any Professional Learning or Training Services (“Training”) made available to it either remotely or on-site:

- A. Required Facility and Infrastructure: Customer will provide facilities for use by its remote attendees, as well as any on-site Training, that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer’s participants.
- B. Scheduling Training: Customer will request dates for onsite Training at least four (4) weeks in advance and at least ten to fourteen (10-14) business days in advance for remote sessions. Customer will receive a planning questionnaire at the time of scheduling, and Customer shall promptly return its response to the questionnaire to allow Renaissance to confirm the requested dates. Renaissance may be unable to schedule Training for certain of its products if Customer has not completed required System Management Workshops prior to the Training.
- C. Reserving Training Dates: The Quote or Agreement for the Training must be fully executed between the parties before Vendor will reserve or schedule Customer’s requested Training sessions.
- D. On-Site Training Pre-Planning Meeting: To the extent Customer has requested on-site Training, Customer must participate in a pre-planning virtual meeting with Vendor at least four weeks in advance of the scheduled on-site Training. The preplanning activity allows Vendor to tailor the Training content to the specific needs of the participants. Vendor will focus the Training on learning outcomes agreed to during the pre-planning meeting. Vendor will also strive to adapt the Training to meet needs raised at the Training.
- E. Rescheduling Training: In the event Customer experiences any scheduling issues which necessitate the rescheduling of a Training session, Customer shall notify Vendor immediately. Vendor will work with Customer to reschedule Training sessions which are cancelled with more than forty-eight (48) hours advance notice. Except to the extent caused by a Force Majeure Event, In the event Customer fails to request cancellation and does not appear for the scheduling Training, or requests cancellation of a scheduled Training with less than forty-eight (48) hours’ advance notice to Vendor, Customer shall pay a Cancellation Fee which is equal to the price of the cancelled Training session(s) to cover the expenses incurred. The Cancellation fee covers the expenses and costs incurred by Vendor for the Training. To the extent a force majeure event has occurred which necessitated the Training with less than forty-eight (48) hours-notice, Customer shall inform Renaissance as soon as possible of the force majeure event.
- F. Training Utilization Period: Customer will schedule all Training to occur within the Subscription Period memorialized in the corresponding Quote. To the extent Customer fails to utilize all Services during the Subscription Period, Customer will incur a Cancellation Fee equal to the price of the remaining Services to cover the costs already incurred by Vendor during the Subscription Period, unless otherwise agreed by Vendor.
- G. Vendor Training Providers: Vendor may utilize the services of its contracted Consultants to provide the Training. Vendor remains liable for all actions of its Consultants in providing the Training, and Vendor contracts with Consultants will include terms which require Consultant to comply with the terms of this Agreement.
- H. Audio and Video Tools and Copyrights: Vendor will provide the Training using its selected digital tools, including a video call platform which has been selected for delivering remote professional learning. Customer may not video or audio record the Training without prior written consent from Vendor. The Training materials are protected by copyright law, and Customer is not permitted to copy or share the Vendor Training Materials with any other Schools, Districts, or third party.
- I. Participation Limits: The pricing provided for a Training session is based on attendance for remote and on-site Training sessions which include one Renaissance trainer and Customer is capped at thirty (30) participants. To the extent Customer requests more than thirty (30) participants attend a Training, Customer will notify Vendor no less than ten

days in advance of the scheduled remote Training, and no less than thirty (30) days in advance of an onsite Training, which will allow Renaissance to secure additional staff. If Customer does not provide notice and additional participants attend a Training, any remaining Training hours on the Customer's contract will be allocated to cover the additional participant. To the extent Customer has no remaining allocated Training hours, Vendor may invoice Customer a prorated additional fee for Training provided to an excess of thirty (30) participants.

- J. Alternative Services: In the event Customer would like to utilize Training hours for alternate services, Customer may notify Vendor, and the parties may mutually memorialize an alternate Training plan via a written amendment.

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See Every Student.

Categories of Data Collected by Product

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- Accelerated Reader
- Accelerated Math
- Flocabulary
- Freckle
- Lalilo
- myON
- Nearpod

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See Every Student.

Categories of Data collected by Assessment Products:

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required		Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required	Required	Required	Required
	Metadata on user interaction with application	Required	Required	Required	Required	Required	Required	Required	Required
Application Use Statistics	Standardized test scores	Optional				Optional		Optional	
	Observation data	Optional	Optional	Required		Optional	Optional	Optional (Star CBM-US Only)	
	Testing environment							Required (US) Optional (UK)	Required (US) Optional (UK)
	Voice Recordings							Optional (Star CBM-US Only)	
Assessment	Other assessment data	Optional				Optional		Optional (Star CBM-US Only)	
	Student school (daily) attendance data	Optional							
	Student class attendance data	Optional		Optional					

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Communication	Online communications that are captured (emails, blog entries)	Optional							
	Conduct or behavioral data	Optional	Optional						
	Date of Birth	Required	Optional	Required	Required	Required	Optional	Optional	Required
	Place of Birth	Optional							
Demographics	Gender	Required	Optional	Required	Required	Optional	Optional	Optional	Optional
	Ethnicity or race	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Living situations (homeless/foster care)	Optional			Optional	Optional	Optional	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Other indicator information	Optional			Optional	Optional			
Enrollment	Student school enrollment	Required	Required	Required	Required	Optional	Required	Required	Required

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Enrollment	Student grade level	Required	Required	Optional	Required	Required	Required	Required	Required
	Homeroom	Optional		Required	Optional				
	Guidance counselor	Optional			Optional				
	Specific curriculum programs	Optional				Optional			
	Year of graduation	Optional							
	Other enrollment information	Optional			Optional	Optional			
Parent/ Guardian Information	Address	Optional							
	Email	Optional				Required (For Parent Portal)	Optional	Optional	Optional
	Phone	Optional							
	First and/or Last	Optional				Required (For Parent Portal)			
Schedule	Student scheduled courses	Required				Required	Required	Required	Required
	Teacher names	Required		Required	Required	Required	Required	Required	Required
	Teacher emails	Optional		Required	Required	Required	Required	Required	Required

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Special Indicator	English language learner information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Low income status- SES Free and Reduced	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Medical alerts/ health data	Optional							
	Student disability information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Student technology needs: assistive technology & accommodation					Optional	Optional	Optional- US Only; Star Math; Star Reading; Star Reading K12	Optional
Student Contact Information	Address	Optional				Required for SSO			
	Email	Optional							
	Phone								
Student Identifiers	Local (School district) ID number	Required	Optional	Required	Required	Required	Required	Optional	Optional
	Student App username	Optional	Required			Required	Required	Required	Required

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Student Identifiers	Student app passwords encrypted only for SSO	Optional	Required			Optional	Required	Required	Required
	First and/or Last	Required	Required	Required	Required	Required	Required	Required	Required
Student In App Performance	Assessment performance	Optional	Required	Required	Required	Required	Required	Required	Required
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional		Required		Optional			
	Student generated content: writing, pictures, etc	Optional				Optional			
Student Work	Other student work data					Optional			
	Student course grades	Optional							
	Student course data	Optional				Required			
Transcript	Student course grades/ performance scores	Optional							
	Other transcript data	Optional							
Transportation	Other transp. data								

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Categories of Data collected by Actionable Insights Products:

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required
Assessment	Standardized test scores	Optional	Optional		Optional
	Observation data	Optional	Optional		Optional
	Testing environment				
	Voice Recordings				
Attendance	Other assessment data	Optional	Optional		Optional
	Student school (daily) attendance data	Optional	Required		Optional
	Student class attendance data	Optional	Required		Optional
Communication	Online communications that are captured (emails, blog entries)		Optional		
Demographics	Conduct or behavioral data	Optional	Required		Optional
	Date of Birth	Required	Required	Optional	Optional
	Place of Birth		Required		Optional

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Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Demographics	Gender	Required	Required	Optional	Optional
	Ethnicity or race	Required	Required	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Required	Optional	Optional
	Living situations (homeless/foster care)	Optional	Required	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Required	Optional	Optional
	Other indicator information	Optional	Optional		Optional
Enrollment	Student school enrollment	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required
	Homeroom	Required	Required		Optional
	Guidance counselor	Optional	Required		Optional
	Specific curriculum programs	Optional	Optional		Optional
	Year of graduation	Optional	Required		Optional
	Other enrollment information		Required		Optional
	Address	Optional	Required		Optional
	Email	Optional	Required	Optional	Optional
Parent/ Guardian Information	Phone	Optional	Required		Optional
	First and/or Last	Optional	Required		Optional

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See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Schedule	Student scheduled courses	Required	Required	Required	Optional
	Teacher names	Required	Required	Required	Optional
	Teacher emails	Optional	Required	Required	Optional
Special Indicator	English language learner information	Optional		Optional	Optional
	Low income status- SES Free and Reduced	Optional	Required	Optional	Optional
	Medical alerts/ health data		Optional		
	Student disability information	Optional	Required	Optional	Optional
	Student technology needs: assistive technology & accommodations				
Student Contact Information	Address	Optional	Required		Optional
	Email	Optional	Optional		Optional
	Phone	Optional	Optional		Optional
Student Identifiers	Local (School district) ID number	Required	Required	Optional	Required
	Student App username	Required	Required		Optional
	Student app passwords encrypted only for SSO	Required	Required	Required	
	First and/or Last	Required	Required	Required	Required

Renaissance

See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Student In App Performance	Assessment performance	Optional	Optional		
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional	Optional		
	Other student work data	Optional	Optional		
Transcript	Student course grades	Optional	Required		Optional
	Student course data	Required	Required		Optional
	Student course grades/ performance scores	Optional	Required		Optional
	Other transcript data				Optional
Transportation	Other transportation data	Optional	Optional		

Renaissance

See Every Student.

Categories of Data collected by Practice & Instruction Products:

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Optional	Required	Required	Required	Optional
Application Use Statistics	Metadata on user interaction with application	Required	Required	Optional	Required	Required	Required	Optional
Assessment	Standardized test scores				Optional			
	Observation data							
	Testing environment							
	Voice Recordings					Optional	Optional	Optional
Attendance	Other assessment data				Optional		Optional	
	Student school (daily) attendance data							
	Student class attendance data							
Communication	Online communications that are captured (emails, blog entries)						Optional	

Renaissance

See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Demographics	Conduct or behavioral data							
	Date of Birth	Optional (US) Required (UK)	Optional					
	Place of Birth							
	Gender	Optional	Optional					
	Ethnicity or race	Optional	Optional					
	Specialized education services (IEP or 504)	Optional	Optional					
	Living situations (homeless/foster care)	Optional	Optional					
	Language information (native, preferred or primary language spoken by student)	Optional	Optional		Required	Optional		
	Other indicator information							
	Student school enrollment	Required	Required	Required	Required	Required	Required	Optional
Enrollment	Student grade level	Required	Required	Required	Required	Required	Required	
	Homeroom					Required		
	Guidance counselor							

Renaissance

See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Enrollment	Specific curriculum programs							
	Year of graduation							
	Other enrollment information							
	Address							
Parent/ Guardian Information	Email	Optional	Optional			Optional		
	Phone							
	First and/or Last	Optional						
Schedule	Student scheduled courses	Required	Required			Required		
	Teacher names	Required	Required	Required	Required	Required	Required	Required
	Teacher emails	Required	Required	Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional					
	Low income status- SES Free and Reduced	Optional	Optional					
	Medical alerts/ health data							
	Student disability information	Optional	Optional					
	Student technology needs: assistive technology & accommodations							

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See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Student Contact Information	Address							
	Email			Optional				Optional
	Phone							
Student Identifiers	Local (School district) ID number	Optional	Optional		Optional	Optional	Required	Optional
	Student App username	Required	Required	Required		Required	Required	Optional
	Student app passwords encrypted only for SSO	Required	Required			Required	Required	
	First and/or Last	Required	Required	Required	Required	Required	Required	Optional
Student In App Performance	Assessment performance	Required	Required		Required	Required	Required	
Student Survey Responses	Student responses to school administered surveys or questionnaires	Required	Required		Required		Optional	
	Student generated content: writing, pictures, etc.				Required			
Student Work	Other student work data			Optional	Optional		Optional	Optional

Renaissance

See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Transcript	Student course grades							
	Student course data							
	Student course grades/ performance scores							
	Other transcript data							
Transportation	Other transportation data							