

Proposal Date: 04/07/2022

Quote Number: JC-2022-74

Scope of Services:

EQUIPMENT SERVICED - OPERATING INSPECTIONS

- | | | |
|-------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Heat Pumps | <input checked="" type="checkbox"/> Rooftop Package Units | <input type="checkbox"/> Stand Alone Indoor AC Units |
| <input checked="" type="checkbox"/> Air Handlers | <input type="checkbox"/> Fan Coils | <input type="checkbox"/> Central Station Units |
| <input checked="" type="checkbox"/> Condensing Units | <input type="checkbox"/> Boiler/Hot Water Heaters | <input type="checkbox"/> Furnaces |
| <input type="checkbox"/> Water Pumps | <input type="checkbox"/> Cooling Towers | <input type="checkbox"/> Supply, Return & Exhaust Fans |
| <input type="checkbox"/> Pneumatic/ Electric Controls | | <input type="checkbox"/> Variable Frequency Drives |
| <input type="checkbox"/> Reciprocating Air/ Water-Cooled Compressors/Chillers | | <input type="checkbox"/> Helical-Rotary Chillers |
| <input type="checkbox"/> Centrifugal Chillers | | |

EQUIPMENT SERVICED - ANNUAL INSPECTIONS

- | | | |
|--------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Boilers (includes water side) | <input type="checkbox"/> Cooling Towers | <input type="checkbox"/> Centrifugal Chillers |
| <input type="checkbox"/> Boilers (excludes water side) | | <input type="checkbox"/> Helical-Rotary Chillers |
| | | <input type="checkbox"/> Chiller: Condenser Tube Brushing |

EQUIPMENT SERVICED - COMMENTS:

AIR FILTERS

- Provided and replaced by Matrix HG, Inc.
 Provided by customer and replaced by Matrix HG, Inc.

- | | | | |
|--------------|------------------------------------------|----------------------------------------|----------------------------------------|
| Filter Type: | <input type="checkbox"/> High Efficiency | <input type="checkbox"/> Bag Type | <input type="checkbox"/> Charcoal Type |
| Frequency: | <input type="checkbox"/> Monthly | <input type="checkbox"/> Monthly | <input type="checkbox"/> Monthly |
| | <input type="checkbox"/> Bi-Monthly | <input type="checkbox"/> Bi-Monthly | <input type="checkbox"/> Bi-Monthly |
| | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Quarterly | <input type="checkbox"/> Quarterly |
| | <input type="checkbox"/> Tri-Annually | <input type="checkbox"/> Tri-Annually | <input type="checkbox"/> Tri-Annually |
| | <input type="checkbox"/> Semi-Annually | <input type="checkbox"/> Semi-Annually | <input type="checkbox"/> Semi-Annually |
| | <input type="checkbox"/> Annually | <input type="checkbox"/> Annually | <input type="checkbox"/> Annually |

- Not included in contract Comments:

BELTS:

Matrix HG, Inc. will inspect condition and replace when necessary as:

- Included in contract price Extra to contract price

WATER TREATMENT

Matrix HG, Inc. will inspect the chemical feed system serving the cooling tower, boiler, and/or water cooled condensing units and will add chemicals when necessary as:

- Included in contract price Extra to contract price Not required for this contract

CONDENSER COIL CLEANING

Matrix HG, Inc. will clean the condenser coils annually as described below:

- Extra to contract price
 Included in contract price



**SANTA ROSA CITY SCHOOLS
REVISED SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and **Informed K12**), a division of Sonoma County Office of Education, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** Partnership***

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0000 - 0 - 0000 - 7400 - 5800 - 395 - 5195 (Other Svcs & Operations)

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: _____

For Billing: **Bill to: Human Resources** Billing frequency: Once per contract year

Contract is: New **Renewal** Addendum Amendment Revision 1.1

Number of Individuals Served: Serves all SRCS Employees

Approved by*:  Date: 5/12/22
* Signature – Michael C. Shepherd, Assistant Superintendent of Human Resources

Departmental Approval**: _____ Date: _____
** Signature

Contract Created by: Renee Jackson, HR Administrative Assistant Phone #: (707) 890-3800 x 80602
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2022 **Proposed Contract End Date:** June 30, 2023

Requisition #: TBD **Estimated Annual Cost:** \$36,968.00

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO **Board Approval Date:** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-5-17**



555 12th Street, Suite 1670
Oakland, CA 94607
www.informedk12.com

Renewal Order Form

Customer Information

District Name:
Santa Rosa City Schools

Accounts Payable Contact Name:
Cindy Brennan
Accounts Payable Email:
cbrennan@srcs.k12.ca.us

Quote Number: IK12-220000061
Created Date: 04/22/2022

Subscription Renewal Date: 07/01/2022

Informed K12 Contact Information

Customer Success Manager: Nick Rodriguez

For billing questions, please email
accounting@informedk12.com

Informed K12 Package Service

Advanced Edition: Department License (Human Resources Department)

Price

\$ 36,968.00

\$

\$

TOTAL AMOUNT: \$ 36,968.00

All forms packages include:

- Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited responses archived with full access search and nightly back-ups for all data
- Phone, chat, and email support for form managers and recipients
- Continuous upgrades and extensive browser and device support
- Online webinars and resources for form managers

Terms of Use

1. This Renewal Order Form (this "Order Form"), together with the Informed K12 Terms of Use available at <https://www.informedk12.com/terms-of-use>, governs the access to and use of the Services set forth above. In the event of a conflict between the Terms of Use and the Order Form, the Order Form shall control.
2. Customer will be invoiced between 30-60 days from their Renewal Date, or upon request, and payment is due in full within 30 days of the Renewal Date. Informed K12 reserves the right to pause services if payment is not received within 30 days of the Renewal Date.
3. The term of this Order Form will begin on the Renewal Date and will end after 12 months, unless stated otherwise in the service package description. The services renew for successive periods of twelve (12) months each, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Informed K12 reserves the right to increase fees by up to five percent (5%) upon renewal.
4. In the event of termination of services, Customers is responsible for downloading and storing any data from Informed K12 that needs to be retained within 30 days, or as governed by an additional offboarding agreement. Informed K12 will comply with complete data destruction of Customer form data from the Informed K12 platform after the 30-day data retention window or as governed by an offboarding agreement signed by both parties.
5. The signatures below acknowledge the agreement of each party to be bound by this Order Form. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, this Order Form (including the Terms and Conditions) in its entirety.

Informed K12

Santa Rosa City Schools

Jennifer Bundy

Authorized Signature

Jennifer Bundy

Print Name

04/28/2022

Date

Authorized Signature

Rick Edson, Deputy Superintendent

Print Name

Date

Company Address 200 Industrial Road, Suite 155
San Carlos, CA 94070

Created Date 05/03/2022
Expiration Date 08/01/2022
Quote Number SRCS-2023

Prepared By Brad Zucker
Phone (800) 217-4983
Email bzucker@sportsnetinc.com

Contact Name Alisa Haley
Email ahaley@srcs.k12.ca.us

Bill To Santa Rosa City Schools
Attn: Alisa Haley
211 Ridgway Avenue
Santa Rosa, CA 945401

Item No.	Item Name	Description	Price	Quantity	Total Price
1	Athlete Management System	12 month subscription	\$1,000	10	\$10,000
2	Coach Management System	12 month subscription	\$1,000	10	\$10,000
3	Title I Discount	2 middle schools, 3 high schools	(\$450)	5	(\$2,250)
4	Small Program Discount	5 Middle Schools	(\$1,250)	5	(\$6,250)
5				Subtotal:	\$11,500

Total: \$11,500

NOTES:

- The subscription term for the quoted amount above is for the 2022-2023 school year (July 1, 2022– June 30, 2023).
- The paid subscription period will begin on July 1, 2022.
- Please see the attached Terms and Conditions, Privacy Policy, and W-9.
- We will send an invoice upon request or upon receipt of a purchase order referencing this quote.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Terms and Conditions

Updated: February 7, 2022

Welcome to SportsNet Inc. (“SportsNet”). Please read these Terms and Conditions (“Terms”) carefully, as they are a binding agreement between You and SportsNet regarding your use of our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms:

Account means a unique account created for You to access our Service or parts of our Service.

Application refers to a set of features made available through our Service.

Athlete Management refers to our proprietary Application designed to assist schools with the management of athlete clearance and eligibility.

Coach Management refers to our propriety Application designed to assist schools and school districts with the management of athletic department staffing and coach clearance.

Customers refer to schools and school districts with paid Subscriptions to our Service.

Device means any device that can access the Service (such as a computer, cell phone or digital tablet).

Free Trial refers to access to the Service for a limited period without a paid Subscription.

Service refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

SportsNet (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 200 Industrial Road, Suite 155, San Carlos, CA 94070.

Student Data refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

Subscriptions refer to access to the Service on a subscription basis to schools and school districts.

You means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

By accessing or using the Service, You agree to be bound by these Terms. If you disagree with any part of these Terms, You may not access the Service.

Your use of the Service is also conditioned on Your acceptance of and compliance with Our Privacy Policy. Please read Our Privacy Policy carefully before using Our Service.

Subscriptions

Subscription Period

Schools and school districts (“Customers”) wishing to use Our Service will be able to do so under an annual Subscription agreement. SportsNet will provide a quote for the Service prior to the beginning of each Subscription period, and the quote will indicate the start date and end date of the 12-month Subscription period.

Subscription Options

Your Subscription will include access to one or more of our proprietary Applications. For example, You may subscribe to Athlete Management, Coach Management, or both. The options you select will be presented as line items on the quote You receive.

Pricing

Pricing will be made available on the quote provided to You prior to the beginning of each Subscription period.

Free Trial

SportsNet may allow new Customers to access the Service prior to the beginning of their first Subscription year. This is done to enable schools and districts to use the Service to collect information required for athletic participation in the upcoming school year.

Billing

SportsNet will provide an invoice upon acceptance of the quote. Purchase orders should be emailed to sales@sportsnetin.com.

Cancellations

SportsNet does not provide refunds for Subscription fees already paid for Your current Subscription period. If you do not wish to renew your Subscription, You will be able to access the Service until the end of Your current Subscription period (see “Termination” section below).

Other Fees

An optional feature of our Athlete Management Application enables schools to request, collect and track donations made in support of its athletic program. We use [Stripe](#) to facilitate secure online payments and route funds directly into school and/or affiliated nonprofit organization bank accounts. To begin accepting online donations, your school or booster organization will need to provide information to Stripe to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS). Please carefully read our Privacy Policy and the [Stripe Privacy Policy](#) before creating a Stripe account and onboarding it to our platform.

We collect a 2% application fee per successful charge. This fee is non-refundable, even if the original charge is refunded. Stripe also collects a non-refundable processing fee for each successful charge. Please refer to Stripe's [website](#) for current pricing.

Schools are responsible for handling all refund requests and disputes related to payment made into their Stripe accounts.

Accounts

Age Requirement

User Accounts may not be created for individuals under the age of 18. Students under the age of 18 may be asked to acknowledge specific policies during the online registration process, but they may only do so in the presence of a parent or legal guardian who has signed into the Service using a Parent/Guardian Account (see the "Parent/Guardian Accounts" section below).

Account Security

You are responsible for maintaining the confidentiality of your Account and password, including but not limited to the restriction of access to your Device and/or Account. You agree to accept responsibility for all activities and actions that occur under your Account and/or password. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

Administrative Accounts

User Accounts with administrative access can control the visibility of information and access to features within our Service for other users within the same school and/or district. SportsNet provides documentation, training and ongoing support for users with administrative access.

Parent/Guardian Accounts

Parent/Guardian Accounts are created via self-registration. If you wish to create a parent/guardian Account, you guarantee the following:

- You are above the age of 18.
- You are a legal parent/guardian of a student at a school using Our Service to manage athletic clearance, OR you are a student who is above the age of 18 and are legally allowed to register yourself for sports at Your school.
- You will use the site only to provide information regarding students for whom You are legally responsible.
- The information you provide when using the Service is accurate, complete, and current at all times.

We reserve the right to refuse service or terminate accounts at our sole discretion.

Student Data

"Student Data" is any information that is directly related to any identifiable current or former student that is maintained by a school or school district. This may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

ALL STUDENT DATA ENTERED AND STORED ON OUR SERVERS REMAINS THE EXCLUSIVE PROPERTY OF THE SCHOOL AND/OR DISTRICT USING OUR SERVICE (OUR CUSTOMERS).

Our Use of Student Data

Schools and districts subscribing to our Athlete Management Application will enter Student Data into our servers for the purpose of managing athlete clearance and eligibility. Parents and legal guardians may also use the Service to enter Student Data, which in turn is used by the school for administrative purposes. Our Athlete Management Application provides schools and districts with features and functionality designed to make athlete clearance and eligibility management easier.

SPORTSNET DOES NOT USE STUDENT DATA FOR ANY PURPOSE OTHER THAN PROVIDING THE SERVICE. WE DO NOT VIEW OR OTHERWISE ACCESS STUDENT DATA WITHOUT THE CONSENT OF THE APPLICABLE SCHOOL AND/OR DISTRICT, AND ACCESS IS RESTRICTED TO ONLY THAT WHICH IS NECESSARY TO PROVIDE TECHNICAL SUPPORT. WE DO NOT SHARE STUDENT DATA WITH EXCEPT AS DESCRIBED IN OUR PRIVACY POLICY, AND WE DO NOT DATA-MINE OR COMMERCIALIZE ANY STUDENT DATA. ALL STUDENT DATA IS REMOVED FROM OUR SERVERS UPON TERMINATION OF THE APPLICABLE SUBSCRIPTION OR FREE TRIAL PERIOD (SEE "TERMINATION" SECTION BELOW).

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of SportsNet Inc. and its licensors. The Service is protected by copyright, trademark,

and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsNet Inc.

Termination

SportsNet may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

Schools and districts with an active Subscription or Free Trial may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

We will ensure that all Student Data in our possession is destroyed or transferred to the school or district under the direction of the school or district when the Student Data is no longer needed for its specified purpose, at the request of the school or district.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

SportsNet shall defend, indemnify and hold Customers and their officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SportsNet, its officials, agents, or employees.

Customers shall defend, indemnify and hold SportsNet, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officials, agents, or employees.

Disclaimer

We provide Our Service using a commercially reasonable level of care and promise to do Our best to make sure you enjoy the Service. But there are certain things we don't promise about Our Service.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, SPORTSNET INC. MAKES NO SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE, THE SPECIFIC FUNCTION OF THE SERVICE, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Changes to These Terms

We may need to change these Terms to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to these Terms take effect, You agree to be bound by the updated Terms.

Contact Us

If you have any questions about these Terms, please contact us at support@sportsnetinc.com.

Privacy Policy

Last updated: February 7, 2022

Welcome to SportsNet Inc. (“SportsNet”). Please read this Privacy Policy carefully, as it governs our collection, use, sharing, and protection of personally identifiable information (“Personal Data”) when providing our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Customers refer to schools and school districts with paid Subscriptions to our Service.

Device means any device that can access the Service (such as a computer, cell phone or digital tablet).

Parents refer to parents or legal guardians of current or former students attending a School subscribing to our Service.

Personal Data refers to any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

Schools refer to schools and school districts with paid Subscriptions to our Service.

Service refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

SportsNet (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 200 Industrial Road, Suite 155, San Carlos, CA 94070.

Student Data refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

Subprocessors refer to our third party service providers who perform technology services on our behalf and are subject to strict confidentiality and data security requirements.

Subscriptions refer to access to the Service on a subscription basis to schools and school districts.

Users refer to individuals with Accounts on our Service.

You means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Personal Data

Schools and school districts (“Schools”) use our Service to collect Personal Data about individuals, including but not limited to students, parents, legal guardians, and school staff. We process this Personal Data on behalf of Schools and we do not use it for any purpose other than providing the Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations.

Schools retain exclusive ownership of the Personal Data they collect through use of our Service, and we store their Personal Data in a separate database from other Customers. This applies to information about Users, Student Data, and any other Personal Data a School collects through use of our Service.

SportsNet does not access Personal Data owned by the School without permission from the School. When we do access this information, we do so only to the extent necessary to provide technical support. We never sell Personal Data collected through use of our Service and do not share it with any third party except as follows:

- We share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements with all Subprocessors requiring them to protect Personal Data in a manner no less stringent than as described in this Privacy Policy.
- We will disclose any information we have collected where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

We will retain Personal Data belonging to Schools only for as long as is necessary to fulfill our obligations in providing the Service to them. Upon termination of our contract with a School, we will securely transfer all Personal Data to the applicable school and remove it from our servers (see “Termination” in our Terms and Conditions).

User Information

SportsNet provides each School with a dedicated, password-protected web address through which authenticated Users can sign into the Service. User Accounts can be created via self-registration or by a School official with administrative permissions. As per our Terms and Conditions, Accounts may not be created for individuals under the age of 18.

Information collected about Users: Schools use the Service to collect the first name, last name, email address, and password for each User when his or her Account is created. When a User uses the Service, we automatically collect the IP address of the User's Device, the pages of our Service the User visits, and the date and time of the User's visit. When a User adds, deletes, or updates a record within our Service, we collect information enabling us to associate the User's Account with the modification of the record as well as the date and time. We also collect information related to any payments a User makes to the School through use of our Service (see "Payment Transaction Information" below).

Use of User information: A User's name may be used within the Service in identifying the individual's activity related to records he or she has viewed, created, updated, or deleted. This information may be visible to authorized Users as determined by the School. A User's email address serves as the individual's username when signing into the Service. We use User email addresses to send Service-related notifications on behalf of the School such as:

- Confirmation emails following registration or payments
- Payment requests
- Messages related to athlete or coach clearance
- Instructions for activating an account or resetting a User's password

We do not use information collected about Users through use of the Service for any marketing purpose.

Student Data

One type of Personal Data of particular concern to SportsNet and to Schools using our Service is Student Data. This section specifically addresses Student Data and how our Service enables Schools to remain compliant with applicable federal, state, and local privacy laws, rules, and regulations.

Student Data shared with SportsNet will not be used for any purpose other than providing the Service. SportsNet will never sell Student Data to any third party and will never use Student Data for any marketing purpose. All Student Data stored on and accessed through our Service is the exclusive property of the applicable School using our Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

SportsNet requires all employees and agents who have access to Student Data to comply with all provisions of this Privacy Policy. SportsNet requires and maintains an appropriate confidentiality agreement from each employee or agent with access to Student Data.

SportsNet will not disclose Student Data other than as directed or permitted by the School. This prohibition does not apply to Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of SportsNet (see “Sharing of Student Data” below).

Student Data we collect: The Student Data we collect depends on how a School uses the Service. Schools using the Service for online registration for sports will typically ask parents to provide student ID numbers, first and last names, gender, date of birth, enrollment history, sport selections, emergency contacts, health information, and electronic signatures for various policies and agreements. Schools may also ask parents to upload documents through our Service, including but not limited to pre-participation physical examination forms. Schools may also use the Service to upload academic performance information to be used in determining eligibility for participation, such as grade point averages and credits earned.

How Student Data is Collected: Student Data is collected when a School, parent, legal guardian, or student above the age of 18 provides it through use of the Service. Schools enter Student Data through a secure, password-protected website hosted by us or via a secure file transfer to one of our servers. Parents, legal guardians, and students above the age of 18 enter Student Data during the online registration process through a secure, password-protected website hosted by us.

Ownership of Student Data: We collect Student Data on behalf of Schools using our Service (“Customers”). Student Data is the exclusive property of the Customer for whom it was collected.

Control of Student Data: Schools using our Service retain control over all Student Data, including which users can view, add, delete, and modify records. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data.

Sharing of Student Data: Our Service enables Schools to securely share Student Data within the Service itself. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. We may share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements

with all Subprocessors requiring them to protect Student Data in a manner no less stringent than as described in this Privacy Policy. Subprocessors may not access or share Student Data in any manner inconsistent with this Privacy Policy.

Procedures for reviewing Student Data and correcting erroneous information: Parents and legal guardians (“Parents”) may sign into their Account to review information they have previously submitted to the School. If any information they have submitted has changed or is incorrect, the erroneous information can be corrected by the Parent from inside our secure, password-protected registration website. If a Parent contacts us to review Student Data or correct erroneous information, we will refer them to the School for assistance. SportsNet will provide technical support to the School upon request to facilitate the sharing and/or modification of Student Data stored within the Service.

Security of Student Data: The security of Student Data depends on both SportsNet and the School using our Service. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. Access to our network is restricted to password-protected Devices within our locked corporate office using host-based firewalls and industry-standard RSA key pairs.

Procedures in the Event of Unauthorized Disclosure: In the event of an unauthorized disclosure of Student Data, we will do the following within 24 hours:

- We will notify the affected Customer to describe in detail the nature of the breach, the actions we have taken, and the steps and timeline for resolution.
- If warranted, the breach will be reported to local law enforcement.
- In conjunction with the district, we will notify affected users, explain the impact of the breach, and our plan and timeline for resolution. The Customer may choose to notify affected users independently.

Removal of Student Data upon Termination: Upon written request from the School, SportsNet will dispose of or provide a mechanism for the School to transfer Student Data obtained through the School’s use of the Service. Upon termination or non-renewal of the School’s subscription, if no written request from the School is received, SportsNet will dispose of all Student Data after providing the School with reasonable prior notice (see “Termination” in our Terms and Conditions).

Payment Transaction Information

SportsNet uses Stripe to facilitate secure card payments to Schools from Users of our Service or other visitors to one of our websites. Stripe and SportsNet Inc. are separate entities, and our

Schools will need to complete an onboarding process with Stripe to ensure PCI DSS compliance. Please note that Schools will be subject to the [Stripe Connected Account Agreement](#) and the [Stripe Privacy Policy](#).

Payment method information is collected securely by Stripe and at no time is stored on any of SportsNet's servers. We use the Stripe Connect API ("Stripe Connect") to facilitate online card payments and to deposit funds into a School's bank account. Schools have access to payment transaction information we collect on their behalf, such as the name and email address of the cardholder, the payment amount, and the name of any student and/or team associated with the payment. This information is made available to Schools through use of our Service and through their own Stripe accounts.

Cookies

Cookies are small files that are placed on Your Device by a website. We use essential cookies to help authenticate Users and prevent fraudulent use of user accounts. These cookies are deleted as soon as You close Your web browser and are only used so that You can access our Service. We do not use cookies for any other purpose in providing our Service.

Most browsers will allow You to disable cookies. Please note that You will not be able to access the parts of our Service requiring User authentication if You disable cookies.

Security

We maintain strict administrative and technical procedures to protect information stored on our servers, which are located in the United States. We use industry-standard encryption technology to safeguard all data transferred over the Internet while using our service, as well as while data is at rest on our servers. Below is a brief overview of some of our more important security measures.

- We use TLS 1.2 for encrypting all data sent to and from our servers over the web.
- We use the 256-bit Advanced Encryption Standard (AES-256) algorithm to encrypt all data stored on our servers.
- Our server instances leverage the Amazon Web Services (AWS) secure cloud services platform. AWS is widely recognized for its world-class security, dependability, and scalability.
- Data stored on our servers is backed up multiple times per day and in multiple geographical locations (all in the United States).
- We use host-based firewalls and industry-standard RSA key pairs to control access to our network.
- User passwords stored on our servers are protected using best practice encryption methods (cryptographic hash functions and salting).

Changes to the Privacy Policy

We may need to change this Privacy Policy to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to this Privacy Policy take effect, You agree to be bound by the updated Privacy Policy.

Contact Us

If you have questions about this Privacy Policy, please contact us at support@sportsnetinc.com.