

**Education Code Section 49073.1 Amendment to**  
**RENAISSANCE LEARNING™, INC. APPLICATION HOSTING AGREEMENT**  
**between**  
**PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**  
**and**  
**RENAISSANCE LEARNING, INC.**

This Amendment ("Amendment") to the **Renaissance Terms of Service and License** agreement by and between **PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and **RENAISSANCE LEARNING, INC.** ("Vendor"), dated **July 18, 2018** ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of **July 18, 2018** ("Effective Date") as follows:

**WHEREAS**, Vendor provides **access to the Applications for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by the attached Customer purchase order or a quote.**

**WHEREAS**, as a California public school district, the District is subject to the Education Code;

**WHEREAS**, Vendor is a "third party" under Education Code section 49073.1(6), which defines "third party" as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records;

**WHEREAS**, Education Code section 49073.1 requires that any contract for the provision of services entered into between District and Vendor contain provisions specified in sections (b)(1) through (b)(9) of Education Code section 49073.1;

**WHEREAS**, the District and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1.

**NOW THEREFORE, DISTRICT AND VENDOR AGREE TO THESE TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1:**

1. **Ownership and Control of Pupil Records.** Pupil records shall continue to be the property of and under the control of the District. For purposes of this Amendment and the Agreement, "Pupil Records" means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee. For purposes of this Amendment and the Agreement, Pupil Records do not mean deidentified information, including aggregated deidentified information, used by Vendor to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications. For purposes of this Amendment and the Agreement, "deidentified information" means information that cannot be used to identify an individual pupil.
2. **Ownership and Control of Pupil-Generated Content.** Pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account by notifying the District's **Assistant Superintendent, Educational Services/Designee** in writing of such request. The District will provide a written request to **Account Representative** and Vendor shall return the pupil-generated content in a format acceptable to the District within five (5) days of receiving the District's request. For purposes of this Amendment and the Agreement, "Pupil Generated Content" means essays, research

reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

3. Use of Pupil Records. Vendor shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Amendment, the Agreement, and Vendor's privacy policy.
4. Review of Pupil Records. A parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the Pupil's Records and correct erroneous information by notifying the District's **Assistant Superintendent, Educational Services/Designee** in writing of such request. The District will meet with parent, legal guardian, or pupil who has reached the age of 18 to review and correct any information in the pupil's records. The District will notify Vendor of the need to review pupil records and or make corrections to any pupil records in writing. Vendor shall provide such records and/or correct such errors within five (5) days of receipt of written notice. Vendor shall cooperate with the District to review and/or correct pupil records.
5. Security and Confidentiality of Pupil Records. Vendor agrees to hold pupil records in strict confidence. Vendor shall not use or disclose pupil records received from or on behalf of District except as permitted or required by this Amendment, the Agreement, and Vendor's privacy policy, as required by law, or as otherwise authorized in writing by District. Vendor agrees that it will protect the pupil records it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Vendor will designate and train responsible individuals, to ensure the security and confidentiality of pupil records. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted pupil records received from or on behalf of District. Pupil records shall not be stored or transmitted outside of the United States. These measures shall be extended by contract to all subcontractors used by Vendor.
6. Breach Notification Process. Vendor, within five (5) business day of discovery, shall report to District any use or disclosure of pupil records not authorized by this Amendment, the Agreement, Vendor's privacy policy, or in writing by the District. To the extent available at the time of notification, Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the pupil records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District. In the event of an unauthorized disclosure of a pupil's records, affected parents, legal guardians, or pupils who have reached the age of 18 will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Vendor of liability in the event of an unauthorized disclosure of pupil records.
7. Retention and Destruction of Pupil Records. Vendor certifies that Pupil Records shall not be retained or available to Vendor upon completion of the term of the Agreement. At the termination of the Agreement, Pupil Records in the possession of Vendor shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all Pupil Records to District in a format acceptable to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Pupil Records. Vendor shall not destroy any Pupil Records without express written permission of District. Vendor shall evaluate in good faith its obligation comply with any litigation hold or order to preserve Pupil Records.

8. Compliance with Applicable Laws. The District and Vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) through following the confidentiality provisions as set forth in this Amendment and the Agreement, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including FERPA, and that Vendor is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Vendor shall comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor; the services being provided by Vendor; Vendor's business, equipment and personnel engaged in operations covered by this Amendment and/or the Agreement; and the protection of pupil records and PII, including but not limited to Education Code section 49060 *et seq.*, the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Vendor certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of pupil records and Vendor will comply with all such requirements.
9. Prohibition on Targeted Advertising. Vendor shall not use PII in Pupil Records to engage in targeted advertising.
10. Insurance and Indemnity. Vendor shall obtain and maintain for the duration of the Agreement Three Million Dollars (\$3,000,000.00) in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. Vendor shall indemnify, defend and hold the District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorney's fees, which arise as a result of such unauthorized disclosures or misuse of pupil records, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of District.
11. Termination. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Amendment or the Agreement, District, in its sole discretion, shall have the right to provide Vendor with written notice of a fifteen (15) day period to cure the breach. If Vendor fails to cure a breach within that period of time, District may terminate the Agreement immediately. If, in its sole discretion, District determines that cure is not possible, District may provide written notice of immediate termination of the Agreement.
12. Effect of Amendment. If any provisions of this Amendment to the Agreement conflict or are otherwise contrary to the original terms of the Agreement, the terms of this Amendment prevail.
13. Licensing. Notwithstanding anything to the contrary contained in the Agreement, subject to District's compliance with the terms and conditions of this Agreement, Vendor grants District a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the subscription period (the "Subscription Period") identified in a purchase order issued by District under the Agreement (the "Order"), to access and use the software applications identified in the Order ("Application(s)") in accordance with this Section.

Except as set forth in this Section or approved in advance by Vendor, in writing, the Applications can only be accessed and used by Users at each of the single school sites set forth in the Order (each a "Licensed Site"). Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license. "Users" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student. District shall not make the Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section, the following is permitted for an User subject to the terms and conditions contained in this Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Applications via the Internet is permitted from outside a Licensed Site; (ii) a

student of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated by a health care provider (a "Homebound Student") access to the student portion of the Applications via Internet for more than 60 days is permitted from such Homebound Student's home using a computer owned or leased by District or such Homebound Student provided Vendor has given prior written permission; (iii) student and parent access to the Home Connect feature of the Applications via Internet is permitted from such student or parent's home using a computer owned or leased by District, such student or parent and (iv) access to the Applications by Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program through such public library. District shall not make any portion of the Applications to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Applications.

The number of unique students permitted to use the Applications (excluding Renaissance-U) at any Licensed Site is limited to the student capacity set forth in the Order (the "Student Capacity"). Circumventing the Student Capacity by any means is a material breach of this Agreement and may result in immediate termination of this Agreement by Vendor. Student Capacity is allocated when a District student first logs in and performs any activity or when any activity is first assigned to such student and may not be used interchangeably across students. Unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. Additional Student Capacity may be purchased by contacting Vendor and placing an order for the desired incremental capacity amount. District can view allocated Student Capacity and which students are using the allocated Student Capacity under product administration in the Applications.

The Applications and Hosting Services may operate using third party applications and services obtained separately by District ("Third Party Services"). Vendor is not responsible for the operation or functionality of such Third Party Services. While Vendor may configure its Applications and Hosting Services to operate with Third Party Services, Vendor cannot and does not guarantee that such Third Party Services will operate correctly and Vendor does not endorse the Third Party Services.

Any use of the Applications using the District's login information will be considered use by the District. District agrees not to sell, transfer, or assign its login information or allow others to use it except Users as authorized herein.

District shall exclusively own all right, title and interest in and to all data it inputs into the Applications on Users, and any data outputs generated from using the Applications ("District Data"). District hereby grants to Vendor a non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store District Data for use in connection with the Applications, Hosting Services and Professional Services for the duration of this Agreement to carry out its rights and obligations under this Agreement.

Vendor collects data and information regarding use of the Applications and Hosting Services related to the operation of the Applications and Hosting Services ("Vendor Data"). The Vendor Data is aggregate in form and does not capture personally identifiable information. District acknowledges and agrees that the Vendor Data is the sole and exclusive property of Vendor and Vendor shall be allowed to use, reproduce, adapt, combine with other data, edit, re-format, generate, store, disclose, and exploit any and all Vendor Data for any lawful purpose.

District acknowledges and agrees that Vendor owns all intellectual property rights in and to the Applications, Hosting Services, Vendor-U, Vendor Data, Deliverables and any copyrighted materials, trademark, patent, or trade secret owned by Vendor now or in the

future. Vendor ("Vendor IP"). Nothing in this Agreement shall be deemed to grant, transfer or assign any right, title, interest or ownership of Vendor IP of which is hereby expressly reserved by Vendor.

Vendor shall provide District with remote access to the Applications via the Internet (the "Hosting Services") for the Licensed Sites. Vendor will not provide any hosting services to any application other than the Applications. The Applications will be housed at a Vendor chosen facility, and will operate on servers determined by Vendor, which may include servers owned by or leased by Vendor. Vendor will provide District with an administrative logon ID and other information necessary to: connect to, access, and, use the Application. District acknowledges that the Applications are intended for academic practice and assessment only. Access rights granted to District shall be limited to those access rights necessary for the foregoing purposes and use the intended functionality of the Applications. The Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number or credit card data ("Prohibited Data"). District agrees to not input any Prohibited Data into the Application. Vendor reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form or programming or vandalism.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the District and Vendor shall remain unchanged and in full force and effect.

Dated this 18<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
Kimberly Fricker, Ed.D  
Assistant Superintendent, Educational Services

Palos Verdes Peninsula Unified School District  
Authorized Representative

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

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

Renaissance Learning, Inc.  
Authorized Representative

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

## **EXHIBIT “A”**

### **Terms of Use And Privacy Policy**

# RENAISSANCE®

## a. Renaissance Learning, Inc. - Terms of Use Agreement Notice

You are currently viewing a page of the renaissance.com website or related website belonging to Renaissance Learning, Inc. or one of its subsidiaries (collectively, "Renaissance", "we" or "us"). These terms of use are entered into by and between you and Renaissance. The following terms and conditions, together with any documents that are expressly incorporated by reference (collectively, the "Terms of Use") govern your access to and use of the renaissance.com website and any related website, including any content, service, tool, or functionality offered thereon (collectively, the "Website"). By accessing this Website as a guest or a registered user, you agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, you must not access this Website.

## b. Application Terms of Service and License

For the terms that apply to use of our applications and products, please visit the appropriate link(s) below:

- [Terms of Service and License – US Products](#)
- [Terms of Service and License – UK Products](#)
- [Terms of Service and License – Korea Products](#)

## c. Modification of these Terms of Use

Renaissance reserves the right to revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when Renaissance posts them. You are responsible for reviewing these Terms of Use at the time you access the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

## d. Changes to the Website

Renaissance may update the content on or service provided via this Website from time to time. You acknowledge that the content and services are not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material unless specifically provided.

## e. Accessing the Website and Account Security

Renaissance reserves the right to withdraw or amend this Website and any services provided on the Website, in its sole discretion without notice. Renaissance will not be liable if for any reason all or any part of the Website or service thereof is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

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- Ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website, including but not limited to through the use of any interactive features on the Website, is governed by [Renaissance's Privacy Policy](#), and you consent to all actions Renaissance takes with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of Renaissance's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website using your user name, password or other security information. You agree to notify Renaissance immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Renaissance reserves the right to disable any user name, password or other identifier, whether chosen by you or provided by Renaissance, at any time if, in Renaissance's opinion, you have violated any provision of these Terms of Use.

## f. [Links to third party sites](#)

The Website may contain links to websites controlled or offered by third parties (non-affiliates of Renaissance). Renaissance disclaims liability for any information, materials, products or services posted or offered at any of the third party sites linked from the Website. By creating a link to a third party website Renaissance does not endorse or recommend any products or services offered or information contained at such linked website, nor is Renaissance liable for any failure of any products or services offered or advertised at such linked website. You are responsible for viewing and abiding by the privacy statements and terms of use posted at such linked website. Any dealings with third parties (including advertisers) included within the Website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and the advertiser or other third party. Renaissance shall not be responsible or liable for any part of any such dealings or promotions.

## g. [No unlawful or prohibited use](#)

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).



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- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Renaissance, a Renaissance employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Renaissance, may harm Renaissance or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **h. User contributions**

The Website may contain bulletin board services, message boards, chat rooms, personal web pages or profiles, forums, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant Renaissance and its affiliates and service providers, and each of their licensees, successors and assigns the right to use, reproduce, modify, create derivative works, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

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- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Renaissance and Renaissance's affiliates and service providers, and each of their licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Renaissance, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Renaissance is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

## i. Content Standards

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## j. Monitoring and Enforcement

Renaissance has no obligation to review any User Contribution and does not undertake to review material before it is posted on the Website. As such, Renaissance cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Notwithstanding the foregoing, Renaissance has the right to:

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- Remove or refuse to post any User Contributions for any or no reason in its sole discretion.
- Take any action with respect to any User Contribution that Renaissance deems necessary or appropriate in its sole discretion, including if Renaissance believes that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, Renaissance has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Renaissance to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS RENAISSANCE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## k. Products and tools

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## l. Liability disclaimer

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THE WEBSITE, INCLUDING THE TOOLS AND ANY SERVICES PROVIDED THEREON, AND ANY CONTENT OR SOFTWARE CONTAINED THEREIN OR ACCESSIBLE THEREFROM, ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, RENAISSANCE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING: THE UP-TO-DATENESS, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION CONTAINED WITHIN OR AVAILABLE THROUGH THE USE OF THE TOOLS OR WEBSITE, INCLUDING BUT NOT LIMITED TO THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE OR ITS SERVICES AND TOOLS; AND ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE USE OF THE WEBSITE OR ITS SERVICES AND TOOLS.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, RENAISSANCE: DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND DOES NOT WARRANT THAT THE WEBSITE OR ITS SERVICES AND TOOLS OR ANY CONTENT THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE USE OF THE WEBSITE OR ITS SERVICES AND TOOLS IS AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS YOU MAY SUFFER AS A RESULT OF USING, OR ACCESSING THE WEBSITE OR ITS SERVICES AND TOOLS, OR DOWNLOADING ANY CONTENT THEREON, EXCEPT TO THE EXTENT THAT LIABILITY UNDER ANY APPLICABLE LAW OR REGULATION CANNOT BE EXCLUDED.

RENAISSANCE IS NOT LIABLE FOR LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING AS A RESULT OF INFORMATION PUBLISHED ON OR FURNISHED THROUGH THE WEBSITE OR ITS SERVICES AND TOOLS, OR ANY ERRORS OR OMISSIONS OF THE WEBSITE OR ITS SERVICES AND TOOLS; RENAISSANCE SHALL HAVE NO LIABILITY ARISING FROM DECISIONS OR PURCHASES OF THIRD PARTY GOODS OR SERVICES BASED ON INFORMATION PUBLISHED ON OR FURNISHED THROUGH THE WEBSITE OR ITS SERVICES AND TOOLS; AND UNDER NO CIRCUMSTANCES SHALL RENAISSANCE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, SUPPLIERS OR DISTRIBUTORS BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), THAT ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR ITS SERVICES AND TOOLS, OR ANY CONTENT CONTAINED THEREON, EVEN IF RENAISSANCE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR ITS SERVICES AND TOOLS, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE AND ITS SERVICES AND TOOLS.

## m. Indemnity

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You agree to indemnify and hold Renaissance, its parent, subsidiaries, affiliates, licensors, and service providers, and their directors, officers, employees, contractors, agents, licensors, suppliers, successors and assigns harmless from any claim, liability, demand, damage, judgment, award, loss, costs, expense or fee, including reasonable attorneys' fees, asserted by any third party or arising out of your use of, or conduct on, the Website.

## n. Intellectual property rights/personal and non-commercial use limitation

The Website, its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Renaissance, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, transmit, copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
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## o. [Copyright infringement](#)

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement.

## p. [Privacy policy](#)

All information Renaissance collects on this Website is subject to its [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## q. [Trademarks](#)

All logos, designs, and brand names for Renaissance Learning's products and services, including but not limited to Accelerated Math, Accelerated Reader, AccelScan, AccelTest, AR, ATOS, Core Progress, English in a Flash, Learnalytics, MathFacts in a Flash, Progress Pulse, Renaissance Home Connect, Renaissance Learning, Renaissance Place, Renaissance Training Center, Renaissance-U, STAR, STAR District Dashboard, STAR Early Literacy, STAR Math, STAR Reading, STAR Reading Spanish, Successful Reader, and Subtext, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States and other countries. All other product and company names should be considered the property of their respective companies and organizations.

## r. [General](#)

Your use of the Website, including any services or Tools offered thereon or in connection thereto shall be governed by all applicable Federal laws of the United States of America and the laws of the State of Wisconsin. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Certain sections or pages of the Website may contain separate terms or conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages. You agree that your use of the Website will not create any joint venture, partnership, employment or agency relationship between you and Renaissance. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

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## s. Waiver and Severability

No waiver of by Renaissance of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Renaissance to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## t. Entire Agreement

The Terms of Use and all documents called out specifically therein constitute the sole and entire agreement between you and Renaissance with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

## u. Tax and Warranty Information

Tax and warranty information for AccelScan, NEO, Dana, 2Know! Classroom Response System, books, videos and more

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## Privacy Policy

### v. Renaissance Website Privacy Policy

Renaissance Learning, Inc. and its subsidiaries (collectively, “**Renaissance**”) consider the privacy and security of visitors to our website to be of paramount importance. We have developed this privacy policy to inform you of our policies and procedures regarding the collection, use, and disclosure of personally identifiable information and non-personal information we receive from users of [www.renaissance.com](http://www.renaissance.com) or related Renaissance websites where this Privacy Policy appears, including users accessing such website through content provided via emails from Renaissance (collectively, the “**Website**”). This website is intended for users from the United States. For visitors from the European Union, please use <http://www.renlearn.co.uk>, which is governed by a different privacy notice.

Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Use, accessible at <https://www.renaissance.com/terms-of-use>.

### w. Application Privacy Policies

For information on Renaissance practices with respect to our software applications and the privacy of all student data, refer to the documents below:

### x. Note to Parents of Students who use Renaissance’s Products

This Privacy Policy applies to this Website and is not related to software applications we may provide to your child’s educational institution (*e.g.*, Renaissance Accelerated Reader<sup>®</sup>, Renaissance Star 360<sup>®</sup>, etc.). Please note that the collection, input, use, retention, disposal, and disclosure of any private information in our software applications are controlled solely by your child’s educational institution. Renaissance cannot delete, change, or divulge any information from our software applications controlled by your student’s educational institution. For a general overview of Renaissance’s practices with respect to our software applications, please see the links contained in the sidebar titled “Application Privacy Policies.”

### y. Information Collected on this Website

When you access or use the Website, we may collect two types of information: (1) personally identifiable information; and (2) information that is not personally identifiable. Personally identifiable information includes information that identifies you personally, alone or in combination with other information available to us. Examples of personally identifiable information may include an individual’s name, address, telephone number, email address, and school or district information.

As part of the standard operation of the Website, you may submit personally identifiable information. For example, when you create an account, you may provide personally identifiable information. In addition, should you attempt to communicate with Renaissance via the Website, email, phone, or response cards, you may provide us with personally identifiable information and



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we may keep your message, email address, contact information, and other personally identifiable information. At your option, you may provide additional personally identifiable information about yourself. When you visit the Website, however, you are not required to create an account with the Website or provide any personally identifiable information.

As part of the standard operation of the Website, we also collect non-personal information from you, including your browser type, operating system, IP address and the domain name from which you accessed the Website. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Website, the areas or pages of the Website that you visit, the amount of time you spend viewing the Website, the number of times you return to the Website, the referring web page, pages visited, location, your mobile carrier, device and application ID's and other click-stream data.

We use a variety of third-party service providers to help provide the Website and to help us understand the use of the Website. These third-party service providers may use cookies, web beacons or similar technologies to collect information sent by your browser as part of a web page request, such as your IP address.

## **z. Information Use**

Renaissance does not rent or sell personally identifiable information and non-personally identifiable information to other companies. Instead, we use information collected via the Website in the following ways:

- Contact you when necessary;
- Respond to you regarding information you have requested;
- Communicate with you regarding Renaissance or the Website;
- Provide you with customized content and advertising for various products or services;
- Administer the Website, monitor its usage, and diagnose problems with it;
- Remember you when you return to the Website, so that you don't have to re-submit information and preferences;
- Contact you with information and promotional materials and offers from us as well as from our affiliates, partners and other third parties, if you have agreed to receive such communications;
- Conduct research to improve our content and services; and
- To protect the security or integrity of the Website and our business.

In addition to the examples above, Renaissance may use third-party storage, analytics, credit card processing companies, hosting companies, email service providers, marketing service providers, or Internet service-provider companies to perform some functions including the processing of data. Renaissance may also disclose information to protect our rights or property, to enforce our terms of use and legal notices, as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts (including the issuance of a valid subpoena). We shall have no duty to notify you of such compliance with the law.

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Renaissance may sell, transfer, or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

We have the right, but not the obligation, to: (1) retain your personally identifiable information for as long as your account is active or as needed to provide you services or access to or use of the Website; and (2) retain and use your personally identifiable information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. We have the right, but not the obligation, to retain your non-personal information whether your account is active, inactive, or deactivated.

## aa. Do Not Track

Certain browsers have settings that allow you to turn on a “Do Not Track” (“DNT”) feature. The Website supports DNT by stopping the collection of information that allows us to tailor content based on your recent visits to the Website and third parties (e.g., Partner) websites. When you enable DNT on your browser, we stop the collection of unique browser cookies that links your browser to visits to this Website and across other websites. If you enable DNT on your browser, however, certain features of the Website may not function properly.

We may from time to time use third-party service providers to track and analyze usage of the Website. The third-party service providers access and use cookie and log information in combination with personally identifiable information, such as name, IP address and email addresses, to assist in tracking the Website. These third-party service providers are granted access to the information via the Website.

Subject to the usage of the third-party service providers discussed above, we do not intentionally or knowingly allow other parties to collect personally identifiable information about your online activities over time and across different websites, when you visit the Website, or use any of the services offered on the Website. We do not, however, have control over third parties’ activities, including if a third party accesses information based on your visit to the Website.

## bb. Children’s Personally Identifiable Information

We do not direct the Website to nor do we knowingly collect any personally identifiable information from children under 13 (“children’s personally identifiable information”). **Children under the age of 13 are specifically requested to NOT provide any personally identifiable information through this Website.** If you become aware that a child has provided us with personally identifiable information without parental consent, please contact us at [privacy@renaissance.com](mailto:privacy@renaissance.com). If we become aware that a child under 13 has provided us with personally identifiable information, we take commercially reasonable steps to remove such information and terminate the child's account. To view our [Renaissance Products Privacy Policy](#).

## cc. Cookies

Like many websites, we may use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s storage device for record-keeping purposes. We use cookies for two purposes: First, we utilize persistent cookies to save your login information for future logins to the Website. Second, we utilize session ID cookies to enable certain features of the

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Website, to better understand how you interact with the Website and to monitor aggregate usage by users and web traffic routing on the Website. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Website and then close your browser. Third-party advertisers on the Website may also place or read cookies on your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Website.

## dd. Web Beacons

We also use “web beacons,” “pixel tags,” “clear GIFs” or similar means (individually or collectively “**Web Beacons**”) on our Website. A Web Beacon is an electronic image, often a single pixel, embedded on web pages. Web Beacons are ordinarily not visible to users. Web Beacons allow us to count the number of users who have visited certain pages of the Website, to deliver branded services, and to generate statistics about how our Website is used.

## ee. Email Lists

Renaissance maintains email lists to keep interested parties informed about our company, events, products, support, and more. We do not sell the addresses on our list, but we may make information available to specific business partners, sponsors, or service providers.

Users may voluntarily request to join our mailing lists by signing up or opting in through a form on our Website. To be removed from a Renaissance email and/or mailing list, email [privacy@renaissance.com](mailto:privacy@renaissance.com) with REMOVE ME in the subject line, or update your email preferences by editing your profile anytime at [www.renaissance.com/emailpreferences](http://www.renaissance.com/emailpreferences).

## ff. Accessing, Changing or Deleting Your Information

If your personally identifiable information changes or you desire to correct, amend, or delete information that is demonstrated to be inaccurate or incomplete, Renaissance will take reasonable steps to permit the correction, amendment, or deletion of your information. To do so, please send an email message to [privacy@renaissance.com](mailto:privacy@renaissance.com) and putting the word “UPDATE” in the subject line of the message. If you desire to delete your account, please go to your account and follow the instructions to delete that account.

EU Individuals have the right to access their personal information. Upon request, Renaissance will grant individuals access to personal information that it holds about them provided there is no information about third parties. In such cases, Renaissance will redact such third party information.

## gg. Security

Your personally identifiable information will generally be stored in databases maintained by Renaissance or our service providers. Most of these databases are stored on servers located in the United States. Renaissance may use third-party storage or service-provider companies to store your personally identifiable information, some of which may be outside of the United States.

We have taken certain physical, electronic, contractual and administrative steps to protect the confidentiality, security, and integrity of your personally identifiable information. However, no

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method of transmission over the Internet or method of electronic storage is completely secure, and we cannot guarantee its absolute security. It is your responsibility to maintain the confidentiality of your Website account information.

## hh. International Transfer

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Renaissance transfers information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

## ii. EU – U.S. Privacy Shield

Renaissance participates in and complies with the EU-U.S. Privacy Shield Framework (the “Framework”). Renaissance has certified that it adheres to the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability. If there is any conflict between the policies in this privacy policy and the Privacy Shield Principles the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Framework, visit <https://www.privacyshield.gov/>. To view our certification, visit the [U.S. Department of Commerce’s Privacy Shield List](#).

Renaissance is responsible for the processing of personal data it received, under the Framework. For personal data transferred from the EU, if Renaissance transfers your personal data to a third party, Renaissance will ensure that the third party is contractually obligated to process your data only for limited, specific purposes consistent with this Policy. Renaissance will also ensure that the third party will apply the same level of protection to that data as the EU-U.S. Privacy Shield Principles and will notify us if it makes a determination that it can no longer meet this obligation. Renaissance also complies with the Privacy Shield Principles for the onward transfer liability provisions. You have the option to request that your personal data not be disclosed to a third party, although this may impact your ability to access or the functionality of our products and services.

You can also request that the personal data not be used for a purpose materially different than that for which it was collected or authorized. Please use the contact information below to inquire further or to make a request.

With respect to personal data received or transferred pursuant to the Framework, Renaissance is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. Privacy Shield, Renaissance strives to resolve all complaints about privacy and the collection or use of customer information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email

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to [privacy@renaissance.com](mailto:privacy@renaissance.com). If you have any unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider [JAMS](#).

Under certain conditions, more fully described on the Privacy Shield website at <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

## jj. Links to Other Websites and Services

Users visiting our website may find links to websites owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another website. While we reviewed the linked sites at the time of the posting of the link, and only provide a link if we believe the content of a site is appropriate and of interest to visitors to our Website, the content of those linked sites is the responsibility of the organization actually owning and/or operating the site. Renaissance is not responsible for, and has no control over, the content or privacy policy of any linked site. We encourage you to read the privacy statements of any linked site as its privacy policy may differ from Renaissance's.

## kk. Changes to Website and Privacy Policy

We constantly update the features of the Website to better serve you and all our customers, so this policy may also be revised from time to time. Renaissance may modify this policy without advance notice and any modifications are effective when they are posted here. By using the Website, you indicate your understanding and acceptance of the terms of the policy posted at the time of your use. If you have any questions, please contact us at your convenience.

## ll. Questions?

If you have any questions about this Privacy Policy, the practices of the Website, or dealings with the Website or with Renaissance, please send us an email at [privacy@renaissance.com](mailto:privacy@renaissance.com) or contact us by mail at:

**ATTN: Privacy Inquiry**

**2911 Peach Street, Wisconsin Rapids, Wisconsin 54494**