

**Appendix D – Service Agreement
to DIR-TSO-3425**

General Terms and Conditions

1. Parties

This Agreement is entered into between itslearning, Inc. (hereinafter called "Licensor") and DIR Customer (Customer) described on page 1 in the agreement (hereinafter called "Licensee") in order to regulate the parties' rights and commitments in the agreement period.

2. License object

The License applies to the software "itslearning" (hereinafter called "the Software"), which is developed by Licensor. The function of the Software is to simplify the administrative work associated with Licensee's activity by establishing a learning platform. The License Object is the access to and use of the Software, and d access to the Licensor's Internet site <https://www.itslearning.com>. Licensor shall authorize Licensee to the extent that the Licensee is given the right to issue passwords to the referenced Internet site for the number of users authorized by Licensor, in order that the users have access to the Software and the Internet site in the license period. The Licensor is not obliged to authorize more users than what is stipulated in Article 4 below.

3. License period

The license is valid for the period specified on the summary page of the Agreement under the heading "Scope of Agreement" from the "Starting date" specified for the Agreement (the "License period").

4. License fee

In the License Period the Licensee shall pay a License Fee to Licensor in accordance with Appendix A, Section 8C of DIR Contract No. DIR-TSO-3425, and Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3425. A user is regarded as "active" from the first time he logs onto the web page. The License Fee is payable in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3425. The License Fee in the License Period gives the Licensee right to authorize a basic number of users specified on the summary page of the Agreement. The Licensor and the partner have the right to print out or request statistics in respect of authorized users. Additional user licenses will be invoiced in increments of 50 users each at the specified License Fee. The Licensor has the right to request statistics of authorized users.

5. Forward licensing and sale

Licensee shall not transfer his rights under this License Agreement to any third person by sale, forward licensing, leasing, rental, or in any other manner.

6. Rights to the Software

Licensor has the right of ownership and the copyright to the Software. Except as expressly stated in DIR Contract No. DIR-TSO-3425 and this Agreement, this Agreement does not give the Licensee any right of ownership or copyright to the Software. Payment of the License Fee gives the Licensee only a non-exclusive right to use the Software for the number of users specified in the order form confirmation.

7. Usage Restrictions

Licensee may access the Service only in connection with the internal operations of Licensee's business. Users may not: (1) access the Service for purposes unrelated to the internal operations of Licensee's business; (2) copy, alter, modify, adapt, translate, de-compile, or disassemble the Service or any of its elements, or create derivative works from the Service or any of its elements.

8. Hardware and Software

The Licensee is aware of the special requirements to his own hardware and software (including other licensees) imposed by use of the itslearning platform, and therefore carries the entire risk for the functionality of his own hardware and software, including the network solutions the itslearning platform directly or indirectly interface with. Licensor is not responsible for compatibility between the itslearning platform and the Licensee's software and/or hardware.

9. Responsibility

Licensee recognizes that the Software is delivered as a standard service with functionality that is continually defined by itslearning, Inc.

10. Termination

Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3425

11. Invoice and payment terms

Invoices shall be handled in accordance with Appendix A, Section 8I of DIR Contract No. DIR-TSO-3425. Payments shall be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3425.

12. Personal information and content

The Licensee owns the content and the personal information he introduces into the system and is himself responsible for the personal information stored on the Software. The Licensee is responsible for meeting any public requirements to inform, report or apply for concession for the data processing. Licensor recommends that the Licensee obtained prior consent of users or their parents/guardians. A sample letter and sample consent clause will be provided by the Licensor upon request.

If Licensee seeks to use the Service to access and analyze Licensee Data, Licensee: (i) will provide such data to itslearning, Inc. in compliance with applicable legal requirements and restrictions and without infringing the rights of any third party; (ii) appoints itslearning, Inc. its agent and authorizes it to use, copy, format, store, modify and display Licensee Data through the Service for Licensee's benefit; and (iii) authorizes itslearning, Inc. to access Licensee Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support for Licensee's benefit. During the life of the Agreement and for ninety (90) calendar days after termination, itslearning, Inc. will preserve and maintain Licensee Data and provide Licensee with a file of its Licensee Data upon written request. Afterwards, itslearning, Inc. will have no obligation to preserve or return any Licensee Data.

13. Confidentiality

To the extent allowable under the Texas Public Information Act and subject to any legal requirements, all data and other information shared between the parties will be kept confidential, and protected with commercially reasonable measures at least equal to the ones used to protect the recipient's own confidential information (and in no event will such measures be less than commercially reasonable).

14. Governing law and court of venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles in effect for the State. In no way shall this be construed to waive the sovereign immunity of the State of Texas.

Hosting services Terms and Conditions

Application management

The Licensor operates itslearning for the Licensee as a hosted service and provides access to the latest version of itslearning at any given time. Information in respect of notices of downtime, operational disturbances, maintenance and other circumstances influencing the service and the users, shall be transmitted to a separate email list containing all registered contact personnel and registered support personnel (see agreement summary page). Status of the hosting center can also be found on our support pages <http://support.itslearning.com>. Notification of planned downtime during working hours shall under normal circumstances be given no later than 14 days before the event.

Data Center

As part of providing the service, itslearning may store and process client data in the United States in which itslearning or its subcontractors maintain facilities. By using the services, client consents to this transfer, processing and storage of client data.

All facilities used to store and process client data have implemented at least industry standard systems and procedures to ensure the security and confidentiality of client data, protect against anticipated threats or hazards to the security or integrity of client data, and protect against unauthorized access to or use of client data.

Licensor has a US hosted center at Amazon.com and the environment at Amazon AWS is compliant with SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC 2, SOC 3 and ISO 27001. On request, itslearning, Inc. can demonstrate and document that the school district's data is secured; and complies with the Family Educational Rights and Privacy Act

(FERPA), and [Texas Administrative Code, Title 1, Part 10, Chapter 202 \(1 TAC 202\) Information Security Standards](#).

Licensor must provide to the licensee proof of secure disposal and complete removal of licensee data from all storage media upon termination of services. The district’s data will be removed from archival backups three months from the termination date.

Availability Guarantee

Availability is measured in the form of uptime where uptime is defined as the period when the Licensee has access to the Service (i.e. when the users are able to handle and receive transactions) with defined functionality and response time.

The Service has a minimum of 99.7% uptime 24 hours a day, seven days a week, except for notified periods of updating and maintenance. The uptime guarantee does not include loss of access to software caused by circumstances beyond the Licensor's control, or loss of access to software that is of little or no significance in the Licensee's day-to-day operation.

Storage Capacity and Backup

The Licensor takes a backup of the itslearning platform every night. As many as 3 versions of each file may be stored. The Licensor can also replace files that are as much as 3 years old. Initial storage capacity is specified on the summary page of the Agreement. Additional capacity may be made available as needed (in steps of 10 GB). File recovery is performed at a standard hourly rate in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3425.

Response time

Licensor shall attempt to achieve a response time as low as possible and should under no circumstances be more than 2 seconds (server side) for a minimum of 99% of queries.

Hardware and Software

The Licensor is responsible for all software, hardware and equipment in the data center and will ensure that it is fit for purpose and scaled out when necessarily.

Service Level Guarantee & Payment reductions

In case of deviation from agreed uptime:

<ul style="list-style-type: none">• With uptime higher than or equal to 98% but lower than 99,7%, the Licensee can demand a rebate of 3 % of the license fee cost per month.• With uptime higher than or equal to 97% but lower than 98%, the Licensee can demand a rebate of 5 % of the license fee cost per month.• With uptime higher than or equal to 96% but lower than 97%, the Licensee can demand a rebate of 7 % of the license cost per month.• With uptime higher than or equal to 95% but less than 96%, the Licensee can demand a rebate of 10 % of the license cost per month.
<ul style="list-style-type: none">• Availability measured below 95% constitutes material breach and the Licensee can elect to terminate the Agreement with immediate effect. The Licensee will then be refunded the portion of the License fee indicated by the number of months remaining in the Agreement Period.

Reporting

Information regarding storage usage, licenses and concurrent users can be accessed at all times under the “Administration” tab inside the itslearning platform (you will need to log on with a user with administrative rights). If you are invoiced for additional storage or licenses, the invoice will clearly state the quantity invoiced for.

Standard Support Services Terms and Conditions

Unless stated otherwise the following service agreements apply

Purpose and scope of the Support Service

Representatives appointed by the Licensee (hereinafter called designated support users) have the right to use the suppliers support services.

This includes:

- Assistance via telephone, e-mail and web.
- Assistance by the Licensor logging onto the licensee’s site
- General inquiries

If not explicitly stated otherwise in this Agreement the Licensee can nominate two designated support users that will be eligible for support.

The Supplier Support competency

It is the licensor’s responsibility to ensure that the available staff is competent to answers question related to the standard itslearning platform, or can escalate requests that needs a deeper understanding of the product or technology. It is the Licensee’s responsibility to inform the suppliers support staff of any customer specific circumstances that might affect the handling of the request.

Response Time Guarantee

The Licensor guarantees to commence assistance/help within 1 business day after having received a request by designated support personnel on normal working days between 9:00 a.m. until 5:00 p.m. Central Standard Time. The support center is not manned on Saturdays or Sundays, Christmas Eve, New Year’s Eve and public holidays.

Other Conditions

Designated support personnel must have attended relevant itslearning training, including basic training and super user training. Where available it is also required that the designated support users undergo an annual certification test. In the case of faults or insufficient assistance, the Licensor’s responsibility is limited to provide the assistance one more time. This implies that the Licensee cannot be held responsible for any losses incurred by the Licensor due to such fault or insufficiency, such as operational losses, lost earnings or other indirect loss.

FERPA Confidentiality Provision

The parties agree that with respect to the performance of this contract, each shall comply with all applicable provisions of the Federal Education Rights and Privacy Act (FERPA) 20 United States Code (USC) 1232g, *et seq.* and to implementing regulations at 34 Code of Federal Regulations (CFR) 99.1

Pricing Summary

Product Description	Product Code	Quantity	Unit Price	Total Price

Invoicing and Pricing Notes:

- *itslearning subscriptions will be invoiced annually on your contract anniversary.*
- *Services will be invoiced as delivered.*

Contract Total:	USD
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Client Information (Order Form)

Preferred Site Name: School or District Name (to appear on your login page)

Preferred Subdomain: <https://School or District Name.itslearning.com>

(For example *Sample School District*which will be <https://sample.itslearning.com>)

Client Name:

School or District Name

Address

USA

Main Contact (System Administrator):

Direct phone:

Phone:

E-mail:

Finance Department Contact:

Direct phone:

Phone:

E-mail:

Person Responsible for Data Processing (SIS Integration):

Direct phone:

Phone:

E-mail:

Type institution: Primary Secondary

Designated Support Personnel:

Support personnel #1:

Title:

Direct phone:

E-mail:

Support personnel #2:

Title:

Direct phone:

E-mail:

Scope of Agreement

Agreement type: Annual License New customer Renewed Support

Agreement duration: XX Months

Starting date:

Base Storage: 1GB per student

Licensed users:

Total users in organization:

Acceptance of Terms:

By signing, the parties accept the provisions of this Agreement:

Licensor: itslearning, Inc

Customer: School or District Name

(Signature of itslearning)

(Signature of Client)

Name: James Cabral

Name:

Title: VP of Sales and Marketing

Title:

Date:

Date:

Please sign and email to Robert.Cardone@itslearning and contracts.us@itslearning.com