

Background

In an effort to provide transparency around Frog Street company policies that govern the collection, disclosure, and use of student's personally identifiable information (PII), Frog Street and its partner LinkIt! (both referred to as Frog Street herein) have adopted a five-point privacy and data security policy as outlined below. This policy is a useful guide to help users understand the type of data that our platform collects on behalf of client school districts, publishers and other organizations that license our platform and have authorized user accounts. Note that we do not collect PII directly from our main company website at frogstreetassessment.linkit.com (or any Frog Street Assessment URL) which is used purely to provide information about our product and service offerings. Accordingly, the Privacy Policy outlined below is only applicable to authorized users of our assessment and data management platform. The policy may be updated from time to time. Such changes will be reflected on the company website and material changes will be emailed to all registered users that have provided an email address. Users that do not wish to consent to the Privacy Policy changes may request to opt out by replying to privacy@linkit.com.

Statement 1. - Data Access & Sharing

Frog Street agrees that any and all data exchanged shall be used expressly and solely for the purposes monitoring student performance data to facilitate instructional improvement. Data shall not be distributed, repurposed, or shared across other applications, environments, or Company business units. As required by Federal and State law, Frog Street further agrees that no data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other vendors or interested parties without the express written consent of the contracting LEA. Frog Street will only disclose Confidential Information to its authorized subcontractors, agents, consultants and auditors (collectively "Third Parties") on a "need to know" basis and only provided that all such subcontractors, agents, consultants and auditors have executed written confidentiality obligations requiring them to abide by the same Privacy Pledge commitments to which Frog Street is committing itself. The confidentiality obligations outlined herein shall survive termination of any agreement with Frog Street and/or any transition to a successor entity as a result of a merger, acquisition, or other corporate transition involving a change of control event. For avoidance of doubt, the successor entity shall agree to abide by the same Privacy Pledge to which Frog Street is committing itself.

Statement 2. - Data Security & Accuracy

Frog Street agrees to protect and maintain the security of data with security protection measures that include maintaining secure environments that are patched and up to date with all appropriate security updates in accordance with industry standards and to use best efforts to ensure that data collected and maintained by the company is valid and accurate. In order to ensure that only appropriate individuals and entities have access to personally identifiable student data, Frog Street has implemented various forms of authentication including, but not limited to secure password authentication and SSL encryption to establish the identity of the requester of the information with a high level of certainty that is commensurate with the sensitivity of the data. No individual or entity is allowed unauthenticated access to confidential personally identifiable student records or data at any time for any reason. Notwithstanding the foregoing data may be made available to students and parents for review and correction upon request. In the event that a parent, student or teacher believes that their personal data as maintained by Frog Street may contain one or more inaccuracies, they may request a review of their

data by emailing info@frogstreet.com with a "Data Review Request" in the Subject Line.

Statement 3. - Legal Compliance

Frog Street agrees to comply with any and all State and Federal Laws, including but not limited to FERPA and COPPA, that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Frog Street's security obligations or other event requiring notification under applicable law, Frog Street agrees to notify impacted LEAs immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, and to hold harmless and defend the contracting LEA and its employees from and against any claims, damages, or other harm related to the breach and/or the Notification Event as applicable.

Statement 4. - Incident Response & Notification

Frog Street has established and implemented a clear data breach response plan outlining organizational policies and procedures for addressing a breach, which is an essential step in protecting the privacy of student data. Frog Street takes extensive steps using industry security technologies provided by Amazon Web Services (AWS) and other leading providers to mitigate the possibility of a data breach. Moreover, the company conducts regularly scheduled penetration testing using a highly qualified 3rd party firm in an effort to identify and remediate any potential vulnerabilities. To the extent that a data breach is identified, prompt response is essential for minimizing the risk of any further data exposure and therefore, plays an important role in mitigating any potential negative consequences of the breach, including potential harm to affected individuals. Notification of any breach is provided via email to any impacted users within 48 hours of identification.

Statement 5. - End of Services/Wind Down Policy

Frog Street agrees that upon termination of its agreement the contracting LEA (or any other client entity), it shall return all data in a useable electronic format, and erase, destroy, and/or render unreadable all data from the contracting LEA in its entirety upon request in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Frog Street further agrees to certify in writing that these actions have been completed within 60 days of the termination of the applicable agreement or within 7 days of the request of an authorized agent of the LEA, whichever shall come first.