

ParentOnline Service Agreement

This ParentOnline Service Agreement ("Agreement") is by and between Cybersoft Technologies, Inc. ("Cybersoft"), a Texas corporation, with its principal location at 4422 Cypress Creek Parkway, Suite 400, Houston, TX 77068 and **Warren County School District ("The School District")** with its administrative offices at 6820 Market Street, Russell Pa 16345.

ParentOnline is an online payment service provided by Cybersoft that enables parents/guardians of The School District students to register and make credit card or check card payments to their student accounts over the internet. Cybersoft built this online service using technology viewed by Cybersoft to be suitable for achieving speed and accuracy. To protect personal information, ParentOnline uses various forms of Internet security, including data encryption, Secure Sockets Layer (SSL) protocol, user names and passwords, and other tools.

Eligible individuals registered with ParentOnline (ParentOnline User) will also be able to view information about the student account that has been provided and regularly updated by The School District. Such information will include account balance, payment details, usage history and details about the registered individuals.

Authorized personnel of The School District will have access to data and reports pertaining to The School District accounts to facilitate maintenance and administration of the system in specified areas defined by Cybersoft. Authorized personnel of The School District will assist registered users of the ParentOnline system that require help managing and viewing student accounts maintained within The School District.

The School District shall provide uninterrupted access of information and data files that are required to update student account records on ParentOnline. Cybersoft declares that all content on the ParentOnline website is provided on an "AS IS" and "AS AVAILABLE" basis from The School District without warranty of any kind, either expressed or implied, and that Cybersoft or any of its representatives is not liable for any direct, indirect, incidental, consequential, or specific damages arising out of or in any way connected with the access to or the use of this service.

Hyperlinks or icons of ParentOnline may be included as links to this service on suitable locations within the web pages of The School District website. The School District may not use, distribute, modify, transmit, or post the content of the ParentOnline web site for public or commercial purposes, including any text, images, audio, or video without Cybersoft's written permission.

The ParentOnline web site and its contents are owned by Cybersoft or its affiliates or agents and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Cybersoft or its affiliates or agents. Nothing contained on the ParentOnline web site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark displayed on this web site without the express written permission of Cybersoft or any such third party that may own the trademarks displayed on this web site. Your use of the trademarks displayed on this web site, or any other content on this web site, except as provided herein, is strictly prohibited.

ParentOnline will process and accept payments as outlined in Exhibit A.

Individuals registered with ParentOnline and/or The School District shall be charged a convenience fee as specified in Exhibit A for each transaction made using this service. This fee will be charged to the ParentOnline User's credit card or check card at the time of the transaction and/or to the School District at the time of funds transfer to The School District's account. Cybersoft also reserves the right to change such convenience fees by providing a 30 day notice in writing, e-mail or website posting on the ParentOnline website. Cybersoft will prominently notify Individuals registering with ParentOnline of any fees or charges the Individual will incur by using the ParentOnline service.

For payments made via the ParentOnline system the student balances will be updated within 24 hours from the time of transaction. The School District agrees that Cybersoft will not be held responsible if such updates are not possible

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due to circumstances beyond Cybersoft's control. The School District agrees to accept the payments received at ParentOnline as monies available to owners of the relevant student account even if actual transfer of such funds has not yet taken effect.

As a policy ParentOnline does not allow sharing of any personally identifiable information to any third-party and affirms that the information will be used for the sole purpose of completing payment transactions and displaying the students' information to authorized users. The only exception to the rule is when it is required to disclose the information by law.

Cybersoft will make best efforts to transfer payments received by ParentOnline (transferable funds) on behalf of The School District on a weekly basis to a bank account specified and authorized in Exhibit A of this agreement. Cybersoft will not be held responsible if there is a delay in such transfers of funds due to circumstances beyond Cybersoft's control. Other than the amounts to be transferred by Cybersoft, collecting any funds owed to The School District is the responsibility of The School District.

This Agreement commences on the date of acceptance by The School District and continues until terminated by either party for any reason by providing a 30 days written notice to the other party.

Disclaimer of Warranties. ALL CONTENT ON THIS WEB SITE IS PROVIDED TO YOU ON AN "AS IS" and "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. Cybersoft will present on the ParentOnline website relevant information as captured by The School District staff and made available to Cybersoft. However, The School District will not hold Cybersoft responsible for disruption of ParentOnline services caused by events beyond Cybersoft's control. Cybersoft makes no warranty as to the accuracy, completeness, currency, or reliability of any content that might have been tampered with or altered by anyone or any other event beyond Cybersoft's control. Cybersoft makes no representations or warranties that use of the service will be uninterrupted or error-free. The School District and ParentOnline Users are responsible for taking all necessary precautions to ensure that any content obtained from the web site is free of viruses.

Violations and Additional Policies. Cybersoft reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this web site, including the right to block access from a particular Internet address to the web site.

Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, if such delay or failure arises by any reason beyond its reasonable control, including any acts of God, events of war, acts of terrorism, riots, fire, flood, earthquake, explosion or other natural disasters. Such obligation that cannot be performed shall be delayed until it can be performed, including interruption or termination of service by the Internet access provider being used by The School District. The party claiming excusable delay must promptly notify the other party, in writing, of such delay. If the delay continues for more than forty-five (45) days, the other party may terminate this Agreement by giving fifteen (15) days' written notice to the delaying party, provided, however, that this Agreement will not terminate if the party claiming excusable delay substantially performs the material obligation which has been delayed within such fifteen (15) days.

Entire Agreement. This Agreement, and any addendums to this agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

These Terms and Conditions of Use and all documents incorporated herein by reference constitute the entire agreement between Cybersoft and The School District with respect to the ParentOnline service. If any part of these Terms and Conditions of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

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Exhibit A

Warren County School District

CONVENIENCE FEE:

Convenience Fee at the rate of \$1.95 for each payment transaction will be assessed as follows:

FEE ASSESSED TO THE PARENTONLINE USER AT THE TIME OF THE TRANSACTION: \$ 1.95

FEE ASSESSED TO THE SCHOOL DISTRICT, DEDUCTED FROM THE TRANSFERABLE FUNDS: \$ 0

PAYMENT LIMITS FOR EACH TRANSACTION:

MINIMUM AMOUNT (NOT LESS THAN \$0): \$ 0

MAXIMUM AMOUNT (NOT MORE THAN \$100): \$ 100.00

BONUS APPLICATION RULES:

To encourage ParentOnline Users to make electronic payments The School District offers bonuses on eligible payments as follows:

PERCENTAGE OF TRANSACTION AMOUNT TO BE CREDITED AS BONUS: 0 %

THE BONUS IS ONLY APPLICABLE ON TRANSACTION AMOUNTS GREATER THAN: \$ 0

BANK INFORMATION

BANKING INSTITUTION:

BANK ACCOUNT NAME:

BANK ROUTING NUMBER:

BANK ACCOUNT NUMBER:

BANK ACCOUNT TYPE: CHECKING/SAVING

I authorize Cybersoft Technologies, Inc. to transfer funds received through ParentOnline on behalf of The School District into the bank account listed above.

NAME:

TITLE:

SIGNATURE:

DATE:

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FOR: CYBERSOFT TECHNOLOGIES, INC.

NAME: **BHASKAR PATEL**

TITLE: **GENERAL MANAGER**

SIGNATURE:

DATE:

FOR: WARREN COUNTY SCHOOL DISTRICT

Federal Tax Identification Number:

NAME:

TITLE:

SIGNATURE:

DATE:

Service Provider Security and Privacy Risk Assessment:

Service Provider: PrimeroEdge

1. What data will be given to the service provider?

Student demographic data utilized for eligibility determination and related functions. User account information used to authenticate users upon login.

2. What is the *context of use* for the data (NIST 800-122, pg 3-4)

To administer School Nutrition Programs.

3. How does the vendor classify the provided data: sensitive, confidential, PII, sensitive PII? (See DHS paper for definition of PII vs Sensitive PII. See COPPA and FERPA for classification of student data.)

The data is classified as Sensitive PII.

4. What other data does the vendor collect?

School Food Authority information such as name, agency code, school names and school numbers. This data is provided by PDE and does not need to be provided by individual school districts.

5. Is the data encrypted during transmission?

Yes. All data transmission happens over SSL.

6. Is data encrypted while at rest?

Sensitive information such as passwords are stored encrypted. Other data is not.

7. Is the data stored separately or multi-tenant?

Data from all districts in PA are stored together as multi-tenant.

8. Where is the data located, off shore? What are the privacy laws of the jurisdiction?

The data is located in Austin, Texas.

9. How are the service provider's network and information systems protected against network intrusion?

PrimeroEdge has well configured firewalls on the perimeter as well as between the web and database servers. Database servers are available only within the local area network. Each server also has a local firewall and opens only specific ports and specific networks. Penetration tests are performed after the deployment of each major release.

10. Does the service provider comply with a security standard, such as ISO 27001 or AICPA SOC 2?

The data center provider complies with AICPA SOC 2/SSAE 16.

11. Have the service provider's security operations been reviewed or audited by an outside group?

The data center provider's security operations have been audited by an outside group.

12. What was the date of the service provider's last audit?

March 24, 2016.

13. Does the service provider have a vulnerability assessment and patch program that ensures timely correction of vulnerable systems?

Yes.

14. Does the service provider have a privacy policy and an information systems security policy that is updated and enforced on a continual basis?

Yes.

15. In the case of student data, does the service provider comply with FERPA and COPPA?

Yes.

16. Who has access to the data?

Authorized and authenticated users at the SFA level and State Agency level as well as vendor support analysts as needed.

17. Is data shared with other vendors or third parties? Under what conditions?

Data is never shared with other vendors or third parties.

18. Are third party employees required to keep data confidential?

Not applicable per #17.

19. Does the vendor use data for internal marketing?

Data is not used for internal marketing.

20. Does the vendor use data for third party marketing?

Data is not used for third party marketing.

21. What are the specific uses of the data by the Service Provider for purposes other than why LMSD is engaging the Service Provider?

None.

22. Who owns the data? Does the service provider agreement contain a Statement on Data Ownership?

Data is owned by the District.

23. Does the service provider have a physical security program in place to prohibit and track unauthorized access to systems containing data?

The data center provider has strict controls in place over physical access to the data center.

24. How quickly will the District be notified of a breach? (PA Breach of Personal Information Notification Act (73 P.S. § 2301).)

The District will be notified of a breach within 72 hours.

25. If the service provider is breached, can we access their insurance to address remediation, for instance the cost of credit monitoring and identity protection services?

Yes.

26. Does the service provider conduct security and privacy training for employees that will have access to provided data?

Yes.

27. Does the service provider have an incident response plan?

Yes.

28. In the event of litigation, will the service provider assist with e-discovery?

Yes.

29. Does the service provider have a backup and recovery plan for data and services provided to the District?

Yes.

30. How long will LMSD data remain in service provider's back-ups?

Backups are only stored for one week before they are overwritten by new ones.

31. How will data be returned to LMSD? Will data be returned in an open, non-proprietary format?

The District will be able to export certain portions of the data into CSV, Excel or other files.

32. Does LMSD, or parents/guardians in the case of student data, have access to the data and ability to request the destruction of individual records?

The District has access to the data and ability to request the destruction of individual records.

33. How is data destruction conducted?

Data is deleted from the database. No data is stored outside the database.

34. When is data destruction conducted?

Data is destroyed within 7 days after the District ends the use of the software and submits a request to destruct their data.

35. Please provide any additional information regarding privacy and security that is pertinent to the procurement of the vendor's services.