


**LICENCE SUMMARY**

This Agreement is subject to the terms and conditions detailed in Appendix I to this Licence Summary and the Data Protection & Sharing Protocol set out in Appendix II.

THE CUSTOMER		TEACHERCENTRIC INC	
WARREN COUNTY SCHOOL DISTRICT PA  6820 MARKET ST  RUSSELL  16345		47 E Chicago Ave Suite 314 Naperville, IL 60540  A company registered in Delaware EIN: 47-3918659	
		PAYMENT TERMS	
		All invoices are due for settlement by the due date on the invoice. It is a requirement for all payments to be via an electronic funds transfer (as set out in the Terms & Conditions)	
LICENCE START DATE		LICENCE TERM	
2022-09-01		2025-08-31	
CUSTOMER CONTACTS			
Main Contact:	Leslie Bloomgren	E-mail:	bloomgrenl@wcsdpa.org
Finance Officer:	James Grosch	E-mail:	groschj@wcsdpa.org
CUSTOMER PURCHASE ORDER NUMBER			

SIGNED ON BEHALF OF THE CUSTOMER		SIGNED ON BEHALF OF TEACHERCENTRIC	
Signature:		Signature: 	
Name: Paul J. Mangione		Name: Greg Young	
Position: Board President		Position: Operations Director	
Date: 8/29/2022		Date: 25/8/2022   3:20 PM BST	

ATTEST: \_\_\_\_\_  
Ruth A. Huck, Board Secretary

**LICENCE PRODUCT SUMMARY**

PRODUCT	UNITS	TOTAL AMOUNT (\$)
Culture, Climate and Equity 3 Years	4000.0	32400.0
SIS Integration / Setup 3 Years	12.0	2400.0
Professional Development 3 Years	3.0	5700.0
<b>Total Price*</b>		40500.00

*\*The Fees are based on the Customer's disclosed usage and are subject to alteration in the event that there is a proportional difference which is to be determined by Teachercentric in its reasonable and fair discretion.*

**ANNUAL RENEWAL INFORMATION**

Licence cost will increase by a minimum in line with inflation. If the district wishes to continue with new features added during the duration of the licence, there may be a further additional cost upon renewal of the licence. After the License Term, this Agreement shall automatically renew for successive periods of 12 months ((each a "Renewal Term") and "Term" means the original License Term or Renewal Term), unless either Party gives written notice to the other to terminate the specific Project Notice not less than ninety (90) days before the end of the Term in which case the Project shall terminate at the end of the Term. Except as expressly provided in the applicable Project Notice, renewal of promotional or one-time priced subscriptions will alter to be at Talentful's applicable list price in effect at the time of the commencement of the new Term.

**PAYMENT SCHEDULE**

As standard all payments are due upfront in full within 14 days of our invoice being received. However, in some limited situations, we offer different payment schedules.

**SUPPORT SERVICES**

Email support is provided for the duration of the licence to all staff. Our support team is available 5 days a week (MON-FRI) and will respond quickly to all issues raised.

## LICENCE SERVICE SUMMARY

### SCOPE OF SATCHEL SERVICES

#### Service description overview:

Teachercentric provides Satchel Pulse which is an online tool with several modules within it. Satchel Pulse provides leading indicators for MATs/Districts and school leaders to make smart decisions on culture, climate, staff retention and school improvement. We use data science and algorithms to provide accurate insights without requiring the user to be a data expert.

This is a subscription-based service and technical setup and training with the school is required in advance prior to it being used.

#### Services provided by Teachercentric:

Subject to scheduled and emergency maintenance periods, Teachercentric will provide an operational service 24 hours a day, 7 days a week, 365 days a year.

#### Support provision provided for Satchel product:

The Subscription Services provided by Teachercentric to the Customer shall consist of the following:

- i. Access to the Satchel email help address.

Available during the period Monday to Friday, inclusive of school holiday periods, but exclusive of public holidays and Teachercentric's annual shutdown period between Christmas and New Year. At other times an answer phone service operates, with calls normally responded to by 11.00am the next working day.

- ii. Remote Support.

This consists of telephone / remote support for Software and data maintenance, for incident management and where appropriate, provided the Customer has suitable internet connectivity access.

- iii. Access

Access to additional Satchel training courses at Teachercentric training establishments (subject to availability) or at the schools premises at Teachercentric's then current rates.

- iv. Development

The ability to contribute thoughts and ideas towards Satchel's future specification and development.

#### Minimum technical requirements for the Satchel product:

The minimum technical requirements (pre-requisites) for schools and end users for the Satchel product provision include:

- Device with Internet Connectivity
- Web browser (with version that is currently being supported by the manufacturer)
- URLs whitelisted within the school network as outlined in SIS link Installation document

#### Data security for the Satchel product:

- Satchel is a securely hosted web delivered service via the web using standard HTTPS TCP/IP protocols
- Satchel is hosted on a secure and highly scalable managed service, with the main system hosting provided by Heroku Services, which is reliable and resilient.
- All school data is securely stored and processed within the EU & US and complies with both EU and US data protection standards and requirements
- Application security is 256-bit Secure Socket Layer (SSL), point-to-point encryption

## LICENCE CUSTOMER SUMMARY

### CUSTOMER RESPONSIBILITIES

#### Services

The Customer accepts responsibility for the selection of the Service to achieve its intended results. The Customer shall ensure that the Service is solely used on approved and compatible equipment.

#### Schools

The Customer shall ensure that Principals and staff at the school(s) are aware of the terms of this Agreement. For the avoidance of doubt the distribution thereof does not relieve the Customer of its responsibilities and obligations under this Agreement.

The Customer shall appoint a co-ordinator as the main point of contact within the Customer to liaise with Teachercentric on all operational matters, and one or more deputy contacts, at the District/School, the name of which co-ordinator shall be set out in the License Summary Schedule.

Teachercentric shall make available to the Customer the Service and the Documentation for onward distribution at the School.

The Customer shall:

- i) ensure that the Services and copies of the Documentation are distributed to each School or Location where applicable
- ii) follow installation and/or set-up instructions reasonably required at each School or Location

#### Customer Contact Details

The Customer shall appoint a co-ordinator within the Customer's finance department to liaise with Teachercentric on all matters relating to the payment of invoices.

The Customer shall, within 14 days from the date of the Agreement, inform Teachercentric of the co-ordinators' names and contact details and the address to which invoices should be directed and shall keep Teachercentric regularly updated with any changes to these details.

#### Equipment

The Customer shall ensure that the Service is solely used on approved and compatible equipment. It is the Customer's responsibility to ensure that Equipment is suitable for the Services which are to be accessed from it, and for ensuring that Equipment and that the web browser and internet connectivity are sufficient to allow successful operation of the Services.

#### Other Obligations

The Customer shall:

- i) authorize Teachercentric to store the data required to run the product within an EU located Heroku Hosting Services centre and accept the terms of use of that service
- ii) Withdraw the account details from any user acting in a malicious manner or users no longer authorized to access the system
- iii) Acknowledge that Teachercentric can hold no responsibility and will not support users accessing the service if the issue is related to the Customer or user's equipment
- iv) Ensure that user devices are e-safe and compatible for accessing the Satchel product
- v) Be responsible for the connection between the equipment and the Internet backbone, which is to include, ensuring that sufficient Connectivity is available to prevent any impact on the Customer's and user's normal operation

- vi) Ensure that the content of any data, files, upload or other site content: (a) do not contain any material that is illegal, obscene, pornographic, defamatory, blasphemous, libelous, or indecent, (b) does not infringe third party rights, and (c) does not breach copyright or any other relevant legislation, statute or regulation
- vii) Be responsible for ensuring that any proxy servers, network infrastructure or other devices are appropriately configured to allow users to access the Satchel servers
- viii) Not divulge sensitive data to any third party or Teachercentric that is not explicitly required by the Satchel product and agreed in writing
- ix) Not leave any user equipment logged into Satchel product unattended at any time
- x) Not use the Satchel product in a manner that may harm or impair any other party's use of it
- xi) Not use the Satchel product in an attempt to gain unauthorized access to any service, network, account or data by any means
- xii) By signing this Agreement the Customer agrees to allow Teachercentric to collect certain information, which will be anonymized for the purpose of statistical and systems capacity analysis only and to assist with improving the Service. The process will not involve any analysis of underlying Customer Data without the Customer's prior written consent.

The information that may be collected may include:

- device information, including hardware model and operating system version
- details of how a user uses the Satchel product
- IP address
- device event information such as crashes, system activity, the date and time of your request and referral URL Teachercentric does not collect location-based (Geo-location) information from user's devices at any time while using the platform, Satchel product or service

## APPENDIX I

### TERMS & CONDITIONS

#### 1. DEFINITIONS

1.1 In this Agreement, the following words and phrases have the following meanings:

1. "Additional Services" means services to be provided by Teachercentric upon the Customer's written request which will potentially incur an additional Charge in accordance with the Standard Scale of Charges unless otherwise agreed between the Parties.
2. "Agreement" means this license agreement and (where the context permits), the License Summary and any Schedule attached hereto.
3. "Charges" means the charges to be paid by the Customer to Teachercentric pursuant to Clause 11 in respect of any part of the Services as indicated in the relevant Schedule and the License Summary.
4. "Documentation" means the user instructions and other literature related to the Services supplied to the Customer or available on the Website.
5. "Force Majeure" means any cause preventing a Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and/or control of the Party including, without limitation, strikes, lockouts or other industrial disputes (other than those strikes, lockouts or other industrial disputes held directly by the staff of either Party), protest, act of God, war, military operations, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the act or omission of government, highways authorities, Public Communications Providers or other competent authority, accident, breakdown of plant or machinery, fault or loss of electricity supply, fire, explosion, flood, storm, inclement weather, drought, lightning, epidemic or any of the above events affecting suppliers or subcontractors, difficulty, delay or failure in manufacture, production or supply by third parties of any services, Service equipment (if any) or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party) or failure to obtain way leaves or any other necessary consents or permissions having used reasonable endeavours to do so.
6. "Intellectual Property Rights" means copyrights, moral rights, patents, supplementary protection certificates, trademarks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world.
7. "License Summary" means the document which contains, inter alia, details of the Customer and a summary of Teachercentric's agreement with the Customer and which includes the License Summary, the License Product Summary, the License Service Summary and the License Customer Summary.
8. "Man Day" means seven and a half (7 1/2) hours of one person's time during a Working Day unless otherwise agreed in writing.
9. "New Release" means a new release or version of the Software incorporating enhancements and up-dates of the Software upon which the Services are delivered.
10. "On Boarding" means the process of installing, setup and configuration of Satchel products by the Customer.
11. "Release" means a version of the Software as defined by a release number.
12. "Satchel" is the brand name of Teachercentric Inc.
13. "Services" means the infrastructure to host Satchel products and the associated technical infrastructure and technical software Support Services and Additional Services as appropriate.
14. "Service Commencement Date" means the first day of Service delivery following signature of this Agreement or as otherwise specifically detailed in the License Summary.
15. "Services Materials" means the Documentation.
16. "Services Materials Licence" means the rights granted by Teachercentric pursuant to Clause 3 in relation to the Services Materials.
17. "Software" means the Satchel product or platform used by Teachercentric to deliver the Services to the Customer which is subject to a separate Agreement between Teachercentric and the Customer.
18. "Standard Scale of Charges" means Teachercentric's standard scale of charges from time to time.
19. "Services" means the services provided by Teachercentric under this Agreement specified in the License Summary.
20. "Teachercentric" means Teachercentric Inc.
21. "Term" means the term of this Agreement specified in the License Summary.
22. "Website" means <https://www.satchelpulse.com/>.
23. "Working Days" means Monday-Friday, excluding public holidays and the period between Christmas Day and New Year's Day, between the hours of 09.00 and 17.30.

#### 2. SERVICES AND TERM

- 2.1 In consideration of the payment of the Charges then Teachercentric agrees to supply to the Customer the Services specified in the License Summary for the Term in accordance with the provisions of this Agreement.
- 2.2 Unless expressly confirmed in writing by the Parties, in the event of an inconsistency or ambiguity, the Clauses of this Agreement shall override the provisions of the License Summary attached to this Agreement.
- 2.3 Teachercentric will use its reasonable endeavours to ensure delivery of the Services by the Service Commencement Date(s) but the Service Commencement Date(s) are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.
- 2.4 If Teachercentric fails to provide the Services by the Service Commencement Date(s) the Customer shall have no right to reject the Services and shall have no right to rescind this Agreement unless the Customer has served on Teachercentric a written notice requiring Teachercentric

to provide the Services and/or Access not less than thirty (30) days after the Service Commencement Date and the notice has not been complied with.

- 2.5 The Customer acknowledges that from time to time Teachercentric may apply upgrades and Hot Fixes to the Software at no additional cost to the Customer unless otherwise agreed through New Releases and that such New Releases may result in changes to the appearance and or functionality of the Software.

### 3. **RIGHTS GRANTED**

- 3.1 Subject to payment by the Customer to Teachercentric of any Charges which may be due on or following acceptance of the Services in accordance with Clause 11, Teachercentric grants to the Customer a non-exclusive, non-transferable right to use the Services and Services Materials subject to the constraints in this Clause 3 for the Term and in accordance with any other reasonable requirements notified to the Customer by Teachercentric in writing. This right shall not extend to any of Teachercentric's other programs or software.
- 3.2 The Customer shall only use the Services strictly for its own internal purposes as envisaged by this Agreement only and (unless authorized by Teachercentric in writing) and the Customer shall not permit or attempt to modify, alter, reverse engineer, disassemble or decompile any part of the Software. The Customer shall not, without the prior written consent of Teachercentric, permit any third party to use the Services (such consent not to be unreasonably withheld). The Customer shall notify Teachercentric immediately in writing if the Customer becomes aware of an unauthorized use of the whole or any part of the Services by any person. Notwithstanding the obligations on the Customer to notify Teachercentric of any unauthorized use of the Services by the Customer, Teachercentric will advise the Customer immediately it becomes aware of any unauthorized use of the Services by the Customer if the Customer has not already so advised. Such obligation on Teachercentric to so advise the Customer shall not reduce or remove any obligation of the Customer under this Agreement. The Customer shall indemnify Teachercentric against the corruption of the database as a result of third party access to the Software, associated databases and hosting systems.
- 3.3 The Customer and individuals linked to the organisation shall access the Services through the Customer's Equipment (desktops, laptops and mobile devices), network infrastructure and internet connection, responsibility for which lies with the Customer. If the Customer's Equipment, network or Internet access is inoperable or does not comply with the required specification then Teachercentric shall not be obliged to deliver the Services during any such time and the Customer shall not be entitled to any reduction in Charges.
- 3.4 The rights granted under clause 3 shall cease if the Customer ceases to pay the charges for the Services as defined in the License Summary.

### 4. **POLICY INCORPORATION**

- 4.1 This Agreement incorporates the following additional terms and policies (at [https://www.satchelpulse.com/legals/terms\\_conditions.html](https://www.satchelpulse.com/legals/terms_conditions.html)) which apply to the Customer and individuals linked to the organisation use of the Software and receipt of the Services:
- 4.1.1 The acceptable use policy which sets out the permitted and prohibited uses of Satchel.
- 4.1.2 The privacy policy which sets out the terms on which Teachercentric processes any personal data collected from the Customer and individuals at their organisation or provided by the Customer to Teachercentric.
- 4.1.3 The cookie policy which sets out information about the cookies on Satchel.

### 5. **CANCELLATION PERIOD AND REFUNDS**

- 5.1 The Customer has the right to cancel this Agreement during the period set out below in Clause 5.2. This means that during the relevant period the Customer for any reason can decide to not use the Software or Services and on written notification to Teachercentric, within the Cancellation Period, then the Customer will be deemed to have cancelled this Agreement and will receive a full refund.
- 5.2 The Customer's right to cancel this Agreement starts from the date this Agreement is executed until the first day using the software ("Cancellation Period")
- 5.3 The Cancellation Period can be extended on mutual written agreement by both Parties on a case by case basis.
- 5.4 In order to cancel this Agreement during the Cancellation Period please contact Teachercentric by sending an e-mail to [pulse@teamsatchel.com](mailto:pulse@teamsatchel.com). An e-mail cancellation notice will be deemed effective from the date of receipt.

### 6. **SUSPENSION OF THE SERVICES**

- 6.1 Teachercentric may at its sole discretion and without liability (unless Teachercentric is otherwise in breach of the terms of this Agreement) suspend forthwith the Customer's access to or use of the Services either in whole or in part until further notice on notifying the Customer either verbally (confirming such notification in writing) or in writing in the event that:
- 6.1.1 Teachercentric is entitled to terminate this Agreement in whole or in part by reason of an event under Clause 16 (Termination);
- 6.1.2 Teachercentric or any third party providing equipment or services to Teachercentric in connection with the provision of the Services needs to carry out work relating to emergency upgrading or maintenance of Teachercentric's network and/ or computer systems;
- 6.1.3 Teachercentric reasonably believes that the Services are being used by the Customer in breach of the Customer's obligations under this Agreement including but not limited to the Customer's Warranties under clauses 7.3, 7.4 and 7.5 and the Customer has failed to remedy such breach within a reasonable time period that Teachercentric has given the Customer to do so;
- 6.1.4 The Customer or individuals linked to the organisation engage in activities that, in Teachercentric's reasonable discretion, may cause disruption or damage to Teachercentric's or its third party suppliers network and/ or computer systems or Teachercentric's provision of services to Teachercentric or its third party suppliers other customers;
- 6.1.5 There is an attack on the Customer's system or the Customer's system is accessed or manipulated by a third party without the Customer's consent; and/ or
- 6.1.6 Teachercentric or any third party providing equipment or services to Teachercentric in connection with the provision of the Services are required by an order, instruction or request of government, regulatory authority, emergency services organisation, or other competent authority that suspension is required.



- 6.2 Teachercentric will use reasonable endeavours to give the Customer at least twelve (12) Business Hours' advance notice of a suspension pursuant to Clause 6.1 unless Teachercentric reasonably determines that a suspension on shorter notice is necessary to protect Teachercentric, the Customer or Teachercentric's other customers from imminent or significant operational or security risk.
- 6.3 Teachercentric shall restore Access to the Customer as soon as reasonably practicable after Teachercentric verifies that the cause of the suspension has been appropriately resolved.
7. **WARRANTIES**
- 7.1 Teachercentric warrants that it will at all times supply the Services by appropriately qualified and trained personnel.
- 7.2 Save as expressly specified in this Agreement, all terms, conditions, warranties, representations, or guarantees whether express or implied relating to the performance, quality or fitness for purpose of any part of the System or the provision of Services are hereby excluded.
- 7.3 The Customer warrants to Teachercentric:
- 7.3.1 it has obtained all necessary permissions and consents required by it to enter into this Agreement;
  - 7.3.2 it will provide Teachercentric with such information as Teachercentric may reasonably need concerning the Customer's operations and which may be reasonably necessary in order for Teachercentric to provide any of the Services. The Customer shall ensure such information is accurate and complete. Teachercentric will, to the extent reasonably practicable, give the Customer reasonable prior notice of any information it requires in accordance with this Clause;
  - 7.3.3 it shall ensure that all personnel assigned by it to provide assistance to Teachercentric in providing the Services shall have the requisite skill, qualification and experience to perform the tasks assigned to them;
  - 7.3.4 it shall carry out any responsibilities specifically identified in the License Summary and as otherwise set out in this Agreement;
  - 7.3.5 it shall only use the Services for the purposes set out and to the limits set out in this Agreement; and
  - 7.3.6 in the event of a security breach, or suspected breach of security, involving Teachercentric's software or system delivering the Service the Customer will inform Teachercentric immediately. The Customer acknowledges that Teachercentric reserves the right to investigate security incidents and confirms that, should such an investigation be necessary, the Customer will provide any necessary support, which may include the supply of relevant logs.
- 7.4 Furthermore, the Customer warrants that it shall:
- 7.4.1 Comply with any Teachercentric policies and, in particular any, data protection policy or regulation;
  - 7.4.2 Assist with Teachercentric's reasonable investigation of any Service outages or security problems relating to the Services; and
  - 7.4.3 Give reasonable written notice to Teachercentric of any significant change which it expects to make in the average monthly users accessing the Services.
- 7.5 The Customer must not, and must procure that its employees, contractors, users, pupils, agents and representatives do not, use the Services:
- 7.5.1 to send, receive, access or disseminate any material which is offensive, abusive, indecent, obscene, menacing, fraudulent, or in breach of:
    - (a) any obligation of confidentiality;
    - (b) any Intellectual Property Right;
    - (c) privacy or any applicable data protection legislation; or
    - (d) any law or regulation;
  - 7.5.2 to send or receive any material which contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any information;
  - 7.5.3 to protect the system or platform and, in particular, to use a high degree of care when utilising or accessing the Services;
  - 7.5.4 to attempt to obtain access to the code or information on the system or platform;
  - 7.5.5 to engage in activities that, in Teachercentric's reasonable discretion, may cause disruption or damage to Teachercentric's or its third party suppliers network and/ or computer systems or Teachercentric's provision of services to Teachercentric or its third party suppliers other customers
  - 7.5.6 to cause annoyance, inconvenience or needless anxiety;
  - 7.5.7 in breach of instructions given by Teachercentric, other than in conformance with any and all user policies of any networks to which it is connected via the Services; and/or
  - 7.5.8 to gain access to or disseminate any information over the Internet (where the Services include access to the Internet) where Teachercentric reasonably believes such access or dissemination would breach any of the terms of this Clause 7.5.
- 7.6 If the Customer fails to comply with Clauses 7.4 and 7.5 Teachercentric may remove or block access to any relevant material or suspend access to the Services, and may refuse to restore the Services until it receives an acceptable assurance from the Customer that there will be no such further breach.
- 7.7 For the avoidance of doubt Teachercentric has no obligation to the Customer to monitor, and will have no liability for, the contents of any communications transmitted by virtue of the Services.
- 7.8 The Customer acknowledges that Teachercentric does not control the transfer of data over the internet and that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Teachercentric shall not be responsible for any delays, delivery failures or other damage resulting from such problems.
- 7.9 EXCEPT AS SET FORTH IN THIS AGREEMENT, SERVICES ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEACHERCENTRIC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.
8. **LIABILITY**
- 8.1 Neither Party shall exclude or restrict its liability in connection with this Agreement resulting from death or personal injury caused by negligence.



- 8.2 Subject to Clause 8.1 the aggregate liability of Teachercentric under this Agreement, whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (including as a result of negligence) shall be limited to 50% (one hundred per cent) of the aggregate payments made by the Customer to Teachercentric in respect of that part of the Services in the preceding 12 months.
- 8.3 Subject to Clauses 7, 8.1, 12.3 and 14 where the Customer shall indemnify and hold harmless Teachercentric without limitation against any default by the Customer, the aggregate liability of the Customer under this Agreement in relation to this Agreement or any part thereof (including as a result of negligence) shall be limited to the aggregate payments made by the Customer to Teachercentric in respect of the Services.
- 8.4 In no event shall Teachercentric be liable to the Customer in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise) or the acts or omissions of any third party (whether as a result of negligence or otherwise).
- 8.5 During the Term of this Agreement, Teachercentric shall maintain in force with a reputable insurance company or companies public and product liability, professional indemnity and employers' liability insurance and Teachercentric shall upon written demand produce to the Customer sufficient written evidence of the existence and maintenance of such cover.
9. **CONSENTS**
24. The Customer shall be solely responsible for and liable in respect of any obligation upon it to obtain any Government or other consent or licence for using the Services.
10. **SUPPORT SERVICES**
- 10.1 Teachercentric shall provide Services as defined in the License Service Summary, where Additional Services are requested by the Customer and such Additional Services are agreed, they will be provided for the agreed number of Man Days and priced in accordance with Teachercentric's Standard Scale of Charges. Unless otherwise agreed in writing, Teachercentric gives no representations or warranties as to the results which will be achieved from these Additional Services.
- 10.2 The Customer and Teachercentric will, as soon as reasonably possible after signing this Agreement, agree a procedure for monitoring the progress of the Additional Services. This shall include, amongst other matters, regular review meetings attended by representatives of the Parties authorized to make decisions with respect to the delivery of the Services.
- 10.3 If the Customer has reasonable objective cause for dissatisfaction with any part of the Services or Additional Services provided, Teachercentric will, at its option, repeat in a satisfactory manner all or part of the Services or Additional Services concerned or makes a proportionate reduction of its Charges based upon the unsatisfactory portion of work undertaken.
- 10.4 For Additional Services, any part of a Man Day shall be charged proportionately to a whole Man Day.
11. **CHARGES AND PAYMENT TERMS**
- 11.1 The Customer shall pay the Charges (together with Value Added Tax thereon at the prevailing rate) to Teachercentric within fourteen (14) days of the receipt of a valid invoice unless otherwise specified in the relevant Schedule at the times specified in the License Summary or relevant Schedule. It is a condition of this Agreement that all Charges due for payment will be paid by direct wire bank transfer into the Teachercentric bank account:
- 11.1.1 Account Number: 3302645520,
- 11.1.2 Routing No: 121140399
- 11.1.3 Bank Name: Silicon Valley Bank
- 11.1.4 Bank address: 3003 Tasman Dr., Santa Clara, CA 95054
- 11.2 Where any payment is overdue (in the absence of genuine error) Teachercentric reserves the right to terminate the Services.
- 11.3 Teachercentric reserves the right to increase the cost of the Satchel Annual Subscription and will make every effort to advise customers, in writing, at least 50 days prior to the next full charging period to which any increase relates. However, where the Contract commences within this 50 day notice period, Teachercentric reserves the right to increase the Satchel Annual Subscription charge and the Contract will be agreed by both Parties as such written notification.
- 11.4 Notwithstanding any other right under the Agreement to alter the Charges, Teachercentric reserves the right to increase the Charges in the event that the Customer's use of the Services (including but not limited to any significant change which the Customer advises to Teachercentric it expects to make in the average monthly volume of transmissions of data by use of the Services under Clause 7.4.3) results in a material increase in the level of storage and/or other hosting costs from those reasonably anticipated at the Service Commencement Date. Teachercentric shall give the Customer fair and reasonable notice of seeking to invoke such a 'fair usage policy' in order to provide an opportunity to the Customer to return usage to reasonable levels before any increase in Charges shall take effect.
12. **INTELLECTUAL PROPERTY RIGHTS**
- 12.1 Unless expressly agreed by Teachercentric in writing, no Intellectual Property Rights of whatever nature in respect of any part of the Services or the Services Materials shall vest or be deemed to vest in the Customer.
- 12.2 Teachercentric, at its own expense, will defend and indemnify the Customer against any reasonable costs and expenses arising out of any claim that any part of the Services or Services Materials infringe Intellectual Property Rights of a third party provided that the Customer has used the Services as specified by Teachercentric, notifies any allegation of such infringement to Teachercentric without delay, makes no admission of liability and gives all necessary assistance to Teachercentric in connection therewith.
- 12.3 The Customer at its own expense will defend and indemnify Teachercentric against any reasonable costs and expenses arising out of any claim that any Customer actions under this Agreement of the Services or Services Materials infringe Intellectual Property Rights where such infringement has occurred as a result of any breach by the Customer.
- 12.4 Where a third party Intellectual Property Rights claim is pending or has arisen Teachercentric may either secure the Customer's right to use the Services or modify it to remove the infringement or (where the infringement cannot be remedied) terminate this Agreement forthwith, recover the system and Teachercentric will reimburse to the Customer a reasonable pro-rata proportion of monies paid by the Customer.

- 12.5 Teachercentric shall not gain any rights in the data of the Customer or its users under this Agreement.
13. **DATA AND DATA PROTECTION**
- 13.1 Each Party warrants to the other that it shall, in connection with this Agreement, comply with the Family Educational Rights and Privacy Act ("FERPA") and Children's Online Privacy Protection Rule ("COPPA") with any modification, consolidation or re-enactment thereof and shall indemnify the other Party against any reasonable losses, liabilities and costs which it suffers or incurs as a result of a breach of this Clause.
- 13.2 The Customer and Teachercentric shall take all reasonable steps to mitigate the risks of data loss inherent in its use of the Services. The Customer agrees that Teachercentric shall not be liable for loss of Customer data to the extent that the Customer data has changed within 24 hours of a backup restoration.
- 13.3 Where, in connection with this Agreement, Teachercentric acts as the Customer's data processor and processes personal data (as defined in the FERPA and the COPPA) for and on behalf of the Customer, Teachercentric shall:
- 13.3.1 process the personal data only on the instructions of the Customer;
  - 13.3.2 implement appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against other unlawful forms of processing;
  - 13.3.3 provide co-operation and assistance to the Customer in allowing data subjects to have access to those data and/or to ensure that those data are deleted or corrected if they are incorrect (or, if the Customer does not agree that they are incorrect, to have recorded the fact that the data subject considers the data to be incorrect);
  - 13.3.4 comply with any order, notice, assessment or other instruction of the Office of the Information Commissioner or any similar or equivalent body; and
  - 13.3.5 upon expiry or earlier termination of the Agreement and, on receipt of a written request, return to the Customer all the Customer's data in its possession or control. Teachercentric shall return the Customer's data:
    - (a) within such time period as the Customer may reasonably specify; and
    - (b) in any manner and/or medium as the Customer may reasonably specify.
- 13.4 In the event that the any data is extracted from the Software the responsibility and liability for such removed data shall fall to the Customer.
- 13.5 The Parties' obligations in respect of Data Processing may also be reflected in a separate agreement. Such agreement shall not create any legal obligations on the Parties in excess of those set out in this Agreement and in the event of any conflict between the two agreements then this Agreement shall take precedence.
14. **CONFIDENTIALITY**
- 14.1 Teachercentric and the Customer shall keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other Party and, in the case of the Customer, any aspect of the Services designated as confidential by Teachercentric provided that these obligations shall not apply to information which:
- 14.1.1 is or becomes publicly known through no wrongful act of the Party concerned;
  - 14.1.2 is required to be disclosed by an order of law or other binding authority; or
  - 14.1.3 is disclosed to any adviser of either Party bound by a professional duty of confidentiality.
- 14.2 Each Party shall notify the other in writing if it becomes aware of any breach of confidentiality and give all reasonable assistance to the other Party in pursuing its rights where a breach of confidence occurs.
15. **FORCE MAJEURE**
25. If either Party is unable to carry out any of its obligations under this Agreement due to a Force Majeure this Agreement shall remain in effect and both Parties' obligations in respect of the matter concerned shall be suspended without liability until the Force Majeure ceases to exist. Either Party may terminate the supply of the part of the Services or the Services concerned if the Force Majeure cannot be remedied in all material respects within three (3) months of its commencement.
16. **TERMINATION**
- 16.1 Either Party may terminate this Agreement prior to the Evaluation End Date and Teachercentric will refund all Charges.
- 16.2 Either Party may terminate this Agreement in the event that the other Party enters into a voluntary arrangement with its creditors or (being an individual) is the subject of a bankruptcy order or (being a partnership, company or other body) enters into any formal proceedings (or anything analogous) for its administration, receivership, winding-up or liquidation (except for the purpose of amalgamation or a solvent reconstruction) or otherwise ceases to trade.
- 16.3 Either Party may terminate this Agreement in the event that the other Party commits a material breach of this Agreement and, if the breach is capable of remedy, the Party in breach fails to remedy the breach in question within fifteen (15) Working Days of receiving written notice from the other Party requiring the same.
- 16.4 Teachercentric may terminate this Agreement in whole or in part by giving notice in writing to the Customer if the United Kingdom Government or United States of America Government announces the repeal of or any changes to any legislation or the withdrawal of proposed legislation in connection with which any part of the Services provided hereunder were designed or intended to assist the Customer in fulfilling its own statutory obligations or those of its clients, such termination to be effective on the date on which such repeal, change or withdrawal takes effect.
- 16.5 Where the termination of this Agreement by Teachercentric results from a breach of this Agreement by the Customer, Teachercentric shall be entitled to retain all the Charges paid to Teachercentric by the Customer up to and including the date of termination.
- 16.6 Any termination of this Agreement shall be without prejudice to the remedies of either Party in respect of a subsisting breach.
17. **RESTRICTION**
26. Neither Party shall at any time prior to or within twelve (12) months of termination or expiry of this Agreement solicit the employment of any person who is employed by the other in the course of providing, assisting or developing the Services, unless first agreed between the Parties except where such person has been employed pursuant to an open recruitment process.

18. **NOTICES**

18.1 Any notice to be served under this Agreement shall be in writing and either sent via e-mail to [pulse@teamsatchel.com](mailto:pulse@teamsatchel.com), delivered personally, sent by first class recorded delivery post to the Party to whom the notice is addressed at its address set out in this Agreement or such other address subsequently notified in writing to the other Party.

18.2 A notice is deemed duly given if delivered personally when left at the recipient's address for service or if sent by first class recorded delivery post, at 10.00 hours on the Working Day following the recorded day of posting.

19. **ARBITRATION**

27. Any dispute arising from or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Agreement) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the New York International Arbitration Center (NYIAC) by a sole arbitrator with the seat of arbitration in New York under the English language. Notwithstanding any provision of this Agreement, however, either Party may seek from any court having jurisdiction any interim, provisional, or injunctive relief that may be necessary to protect the rights and property of either Party or maintain the status quo.

20. **LAW**

28. This Agreement shall be governed by and construed in accordance with Business Corporate Law of the State of New York law.

21. **CONTRACT VARIATIONS**

21.1 Either Party may at any time request a change in the provision of the Services or Additional Services which Teachercentric is contracted to supply under this Agreement.

21.2 Any such request shall be made in writing and shall provide reasonable particulars of the requested change sufficient to enable Teachercentric to comply with its obligation to provide a response.

21.3 The Parties shall procure that a copy of each variation shall be annexed to the Agreement. For the avoidance of doubt, no other variation or amendment to this Agreement shall be binding on either Party unless such variation or amendment is also made in writing by the authorized representative of either Party.

22. **ESCALATION AND DISPUTE RESOLUTION**

22.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the commercial director (or equivalent) of each Party.

22.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved by the Parties pursuant to Clause 22.1 the Parties shall refer it to mediation pursuant to the procedure set out in this Clause 22.3 unless the parties agree that the dispute is not suitable for resolution by mediation.

22.4 The obligations of the Parties under the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Parties shall comply fully with the requirements of the Agreement at all times.

22.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

22.5.1 A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to appoint a Mediator;

22.5.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from a mediation provider agreed between the parties to provide guidance on a suitable procedure;

22.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

22.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorized representatives;

22.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

22.5.6 If the Parties fail to reach agreement in the structured negotiations within thirty (30) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

23. **GENERAL**

23.1 No press or other public statement shall be made in respect of this Agreement without the prior written consent of the other Party (consent not to be unreasonably withheld).

23.2 No variation of this Agreement shall be binding unless made in writing and signed by a duly authorized officer of each Party as provided for under Clause 20.

23.3 The headings to Clauses in this Agreement are for ease of reference only and shall not be construed otherwise.

23.4 This Agreement sets out the entire agreement and understanding between the Parties in connection with its subject matter and shall override all previous verbal or written agreements and understandings, save in respect of fraudulent misrepresentation.

23.5 The Parties respectively shall ensure that there are done and executed all acts, documents and other things as may reasonably be required for securing each of the rights and obligations of the Parties under this Agreement.

- 23.6 This Agreement may be entered into in any number of counterparts each of which shall be deemed to be an original and which together shall comprise this Agreement.
- 23.7 Save as provided in this Agreement, neither Party shall be entitled to sub-licence, assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Teachercentric (not to be unreasonably withheld). For the avoidance of doubt notwithstanding the rights and obligations under this Clause 23.7 Teachercentric shall be entitled to assign this Agreement to another company within Teachercentric Group.
- 23.8 This Agreement shall be binding on and shall continue for the benefit of the successors and permitted assigns (as the case may be) of each of the Parties hereto.
- 23.9 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding expiry or earlier termination.
- 23.10 No whole or partial failure to exercise and no delay in exercising any right hereunder shall operate as a final waiver thereof unless expressed as such in writing.
- 23.11 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 23.12 The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 23.13 Teachercentric shall use its reasonable endeavours to provide the Customer with such information as the Customer reasonably requires in connection with the provision of the Services and shall permit the Customer and its representatives at reasonable times on reasonable notice to inspect and take copies of accounting documents and other information relating to the provision of the Services in Teachercentric's possession, custody or control. The Customer may examine the locations used for the provision of the Services on giving reasonable notice to Teachercentric and Teachercentric will provide the Customer with such facilities as the Customer may reasonably require for such inspection and examination.

## APPENDIX II

### DATA PROTECTION & SHARING PROTOCOL

#### 1. OBJECTIVES

- 1.1 To enable compliance with the Applicable Data Protection Law ("ADPL") which is to include the FERPA - The Family Educational Rights and Privacy Act, COPPA - Children's Online Privacy Protection Rule and the European Union Data Protection Directive 95/46/EC, as amended or replaced, from time to time, such as by the General Data Protection Regulation 2016/679 ("GDPR").
- 1.2 To assist staff in protecting the confidentiality of students, parents and staff members where it is necessary to share personal data.
- 1.3 To help partnerships and improve efficiency by providing a secure and effective way to exchange personal data where a power exists to do so, in accordance with ADPL and other relevant legislation.
- 1.4 To collect statistical information to analyse trends.

#### 2. SUBJECT MATTER AND DURATION

29. The subject matter and duration of the processing of the Personal Data is as set out in the Agreement.

#### 3. PURPOSE

30. To enable students, parents and staff members to obtain educational services through the platform and services of Satchel ("Services").

#### 4. DEFINITIONS

##### 4.1 In this Protocol:

31. "Data Controller" means, the Customer of this agreement, the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
32. "Data Loss Event" means any event that results, or may result, in unauthorized access to Personal Data held by the Data Processor under this Protocol and/or actual or potential loss and/or destruction of Personal Data in breach of this Protocol including any Personal Data Breach.
33. "Data Processor" means, Teachercentric Inc, the entity which Processes Personal Data on behalf of the Data Controller;
34. "Data Subject" means an identified or identifiable natural person to which the Personal Data pertain;
35. "Instructions" means this Agreement and any further written agreement or documentation by way of which the Data Controller or its affiliates instruct the Data Processor to perform specific Processing of Personal Data;
36. "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, that is collected, disclosed, stored, accessed or otherwise processed by Teachercentric for the purpose of providing the Services to the Education Organisation;
37. "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; and
38. "Sub-processor" means the entity engaged by the Data Processor or any further Sub-processor to Process Personal Data on behalf and under the authority of the Data Controller.

#### 5. INFORMATION STANDARDS

- 5.1 Information quality needs to be of a standard fit for the purpose information is to be used for, including being complete, accurate and as up to date as required for the purposes for which it is being shared. Without this any decision made on the information may be flawed and inappropriate actions may result. The education provider or public body ("Education Organisation") is expected to ensure that the Personal Data and Sensitive Personal Data that it holds is processed in accordance with ADPL and GDPR principles which is to include ensuring that the data is accurate, complete and up-to-date and is not kept any longer than is necessary.
- 5.2 Where the Customer shares information under this Protocol it is expected that the partner organisation will either have an information quality strategy with supporting processes and procedures in place or be formally working towards this.
- 5.3 The Customer is to provide undertakings that information meets a reasonable quality level for the proposed purposes for which it is being shared and be in a position to evidence this.
- 5.4 In order to process and obtain this data, Teachercentric may partner with Clever Inc., Classlink Inc. or similar entities to run a query at regular intervals on an Education Organisations SIS database in order to provide up-to-date information, which ensures that students are able to view the correct information shared by the educational organisation, and that new users accounts are created as necessary.

#### 6. DATA PROCESSOR ROLE AND RESPONSIBILITIES

- 6.1 The Customer confirms (i) that Teachercentric is a Data Processor and (ii) that Teachercentric operates and manages an educational services platform which facilitates and supports the Education Organisation. Teachercentric is acting as a Data Processor on behalf of the Data Controller and is processing Personal Data as set out below.
  - 6.1.1 The nature and purpose of the Processing is to enable the Customer to perform a public service through the provision of educational and learning material and facilities.
  - 6.1.2 The Processing concerns the following categories of Data Subjects:
    1. Staff Members



6.1.3 The Processing concerns the following non-exhaustive categories of Personal Data which is collected and retained by the Education Organisation:

- Staff Members (including teachers, employees, administrative support, supply & other temporary staff):

2. Title, Forename, Surname, Email, Mobile and Gender

6.1.4 Further information on data processed under this agreement can be found in [this supporting document](#)

6.1.5 The Processing concerns the following categories of data Processing activities:

3. Managing an educational services platform which facilitates and supports the Customer partly on behalf of the Staff Members

## 7. **OBLIGATIONS OF TEACHERCENTRIC ACTING AS A DATA PROCESSOR**

39. To the extent that Teachercentric is acting as a Data Processor it will:

- 7.1 Process Personal Data on behalf of and in accordance with the Instructions of the Data Controller and this Protocol. The Data Processor will inform the Data Controller if, in its opinion, Instructions infringe ADPL.
- 7.2 Ensure that any person authorized by the Data Processor to Process Personal Data in the context of the Services is granted access to Personal Data on a need-to-know basis and is committed to respecting the confidentiality of the Personal Data.
- 7.3 Inform the Data Controller of: (i) any formal verified requests from Data Subjects exercising their rights of access, correction or erasure of their Personal Data, their right to restrict or to object to the Processing as well as their right to data portability, and not to respond to such requests, unless instructed by the Data Controller in writing to do so, (ii) becomes aware of a Data Loss Event, (iii) requests from a third party for disclosure of Personal Data and (iv) any requests made by public authorities requiring the Data Processor to disclose the Personal Data Processed in the context of the Services or to participate in an investigation involving such Personal Data.
- 7.4 Provide reasonable assistance to the Data Controller, at the expense of the Data Controller, in ensuring compliance with the obligations of the Data Controller under ADPL, including with regard to security, data breaches, conducting data protection impact assessments and consulting with a supervisory authority, taking into account the nature of the Processing and the information available to the Data Processor. Such assistance may, at the discretion of the Data Controller, include: (i) a systematic description of the envisaged processing operations and the purpose of the processing, (iii) an assessment of the necessity and proportionality of the processing operations in relation to the Services, (iii) an assessment of the risks to the rights and freedoms of Data Subjects and (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.5 Inform the Data Controller of any addition, replacement or other changes of Sub-processors and provide the Data Controller with the opportunity to reasonably object to such changes on legitimate grounds. The Data Controller acknowledges and accepts that that the Data Processor utilises Intercom, Inc., Salesforce Inc., Hubspot Inc., SendinBlue, Vonage Limited in addition to other Sub-processors, which are essential to provide the Services and that objecting to the use of a Sub-processor may prevent the Data Processor from offering the Services to the Data Controller. The Data Processor will enter into a written agreement with the Sub-processor imposing on the Sub-processor obligations comparable to those imposed on the Data Processor under this Protocol, including appropriate data security measures. In case the Sub-processor fails to fulfil its data protection obligations under such written agreement with the Data Processor, the Data Processor will remain liable towards the Data Controller for the performance of the Sub-processor's obligations under such agreement. By way of this Protocol, the Data Controller provides general written authorization to the Data Processor to engage Sub-processors as necessary to perform the Services and the Data Processor will provide details to the Data Controller of relevant Sub-processor.
- 7.6 At the cost of the Data Controller, contribute to audits or inspections by making available to the Data Controller upon request (i) audit reports, (ii) any information it needs to ensure compliance with ADPL obligations, and (ii) to advise the Data Controller of infringements under ADPL with the Data Controller is to treat in strict confidence under the provisions of the Agreement.
- 7.7 At the choice of the Data Controller, delete or return all Personal Data to the Data Controller after the end of the provision of the Services, and delete existing copies, unless further storage of the Personal Data is required or authorized by ADPL.

## 8. **OBLIGATIONS OF EDUCATION ORGANISATION ACTING AS A DATA CONTROLLER**

40. To the extent that Education Organisation is acting as a Data Controller it will:

- 8.1 Only provide Instructions to the Data Processor that are lawful.
- 8.2 Perform all of its obligations under ADPL, including with regard to data security and confidentiality obligations.
- 8.3 Ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data, including by means of offering a transparent and easily accessible public privacy notice.
- 8.4 Ensure that Data Subjects agree to the Processing of their Personal Data, including for the Processing of their Personal Data through the use of cookies, via either obtaining valid consent. Which in the particular situation for Students and Staff Members can be under public interest in the performance of their justified educational purpose to perform their public responsibilities which is to be balanced against the Student's interests, rights and freedoms.
- 8.5 Ensure that Data Subjects can exercise the data protection rights granted to them under ADPL, including withdrawing their consent, and exercising their right not to be subject to automated decision-making based on profiling, if applicable.

## 9. **DATA SECURITY**

9.1 Each Party will implement and maintain a written information security program with data security measures appropriate to the risks of the Processing, including:

9.1.1 Pseudonymisation and encryption of Personal Data.

9.1.2 The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services involved in the processing of Personal Data.

- 9.1.3 The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
- 9.1.4 A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data.
- 9.1.5 Implement and maintain the data security processes and requirements set out in the Data Security Exhibit to this Protocol, including with respect to the management and notification of Data Security Incidents (as that term is defined in the Exhibit).
- 9.2 Each Party is responsible for ensuring that their organisational and security measures protect the lawful use of information shared under this Protocol.
- 9.3 Each Party will ensure a reasonable and appropriate level of security for supplied information, personal or non-personal, and process the information accordingly.
- 9.4 Each Party accepts responsibility for independently or jointly auditing compliance their information sharing arrangements within a reasonable time scale.
10. **DATA PROTECTION**
41. Each Party shall, in relation to any Personal Data processed in connection with its obligations under this Protocol, ensure that it has in place protective measures, which for the Data Processor can be reviewed and approved on request by the Data Controller, as appropriate to protect against a Data Loss Event having taken account of the (i) nature of the data to be protected, (ii) harm that might result from a Data Loss Event, (iii) state of technological development and (iv) cost of implementing any measures. All communications under this Protocol to the Data Processor should be in written form to [DPO@teamsatchel.com](mailto:DPO@teamsatchel.com).
11. **DATA TRANSFER**
- 11.1 The Parties agree that Teachercentric may transfer Personal Data processed under this Protocol to third parties and suppliers as necessary in order to provide the Services.
12. **RETENTION AND DISPOSAL OF SHARED DATA**
42. Each Party and partner organisations should have a written policy for retention and disposal of information.
13. **SECURITY OF SHARED INFORMATION**
- 13.1 Each Party should consider making it a condition of employment that employees will abide by their rules and policies in relation to the protection and use of confidential information. This condition should be written into employment contracts and any failure by an individual to follow the policy should be dealt with in accordance with that Party's disciplinary procedures.
- 13.2 Each Party should ensure that their contracts with external service providers include a condition that they abide by their rules and policies in relation to the protection and use of confidential information.
- 13.3 The Party that originally supplied information should be notified of any breach of confidentiality or incident involving a risk or breach of the security of information.
- 13.4 Each Party must be aware that a Data Subject may withdraw consent to processing of their personal information. In this case processing can only continue where a lawful basis for processing is applicable.
- 13.5 Where a Party relies on consent as the condition for processing personal data then withdrawal means that the condition for processing will no longer apply. Withdrawal of consent should be communicated to the other Party and processing cease as soon as possible.
14. **ACCESS TO PERSONAL INFORMATION**
- 14.1 Personal data should only be shared for a specific lawful purpose or where appropriate consent has been obtained.
- 14.2 Individuals should only be given access to personal data where there is a legal right, in order for them to perform their duties in connection with the services they are there to deliver.
- 14.3 This Protocol does not give licence for unrestricted access to information that another affiliated organisation may hold. It sets out the parameters for the safe and secure sharing of information for a justifiable need to know purpose.
- 14.4 Each Party is responsible for ensuring every member of its staff is aware and complies with the obligation to protect confidentiality and a duty to disclose information only to those who have a right to see it.
- 14.5 Each Party should ensure that any of its relevant staff accessing information are trained and fully aware of their responsibilities to maintain the security and confidentiality of personal information.
- 14.6 Each Party should ensure that any of its staff accessing information follow the procedures and standards that have been agreed and incorporated within this Information Sharing Protocol and any associated documents or provisions.

## 2. EXHIBIT

### 3. DATA SECURITY

1. Programs and Policies
  - a. Security Program. Each Party maintains and enforces a security program that addresses the management of security and standard security controls. The security program includes: (i) documented policies; (ii) documented, clear assignment of responsibility and authority for security program activities; (iii) policies covering, as applicable, acceptable computer use, data classification, cryptographic controls, access control, removable media, and remote access; and (iv) regular testing of the key controls, systems and procedures.
  - b. Privacy Program. Each Party maintains and enforces a privacy program and related policies that address how Personal Data is collected, used and shared.
2. Risk and Asset Management



- a. Risk Management. Each Party performs risk assessments and implements and maintains controls for risk identification, analysis, monitoring, reporting, and corrective action.
  - b. Asset Management. Each Party maintains and enforces an asset management program that appropriately classifies and controls hardware and software assets throughout their life cycle.
- 3. Education and Controls
  - a. All employees, agents, and contractors (collectively "Individuals") acknowledge their data security and privacy responsibilities under the relevant policies.
  - b. Controls. For Individuals that Process Personal Data, the Party shall: (i) implement pre-employment background checks and screening; (ii) conduct security and privacy training; (iii) implement disciplinary processes for violations of data security or privacy requirements; and (iv) upon termination or applicable role change, promptly remove or update that Individuals access rights and requires the return or destruction of Personal Data.
- 4. Network and Operations Management
  - a. Policies and Procedures. Each Party implements policies and procedures for network and operations management. Such policies and procedures address: hardening, change control, segregation of duties, separation of development and production environments, technical architecture management, network security, virus protection, media controls, protection of data in transit, data integrity, encryption, audit logs and network segregation.
  - b. Vulnerability Assessments. Each Party performs periodic vulnerability assessments and network penetration testing on systems and applications that Process Personal Data.
- 5. Access Control.
  - a. Access Control. Each Party implements access controls designed to maintain the confidentiality of Personal Data. Such controls include: (i) authorization processes for physical, privileged, and logical access to facilities, systems, networks, wireless networks, operating systems, mobile devices, system utilities, and other locations containing Personal Data; and (ii) granting access only if it is logged, strictly controlled, and needed for an Individual or third party to perform their job function.
  - b. Authentication. Each Party authenticates each Individual's identity through appropriate authentication credentials such as strong passwords or token devices.
- 6. Data Security Incident Management and Notification.
  - a. Incident Management Process. Each Party implements a data security incident management process, compliant with ADPL, that addresses management of data security incidents including a loss, theft, misuse, unauthorized access, disclosure, or acquisition, destruction or other compromise of Personal Data ("Data Security Incident" or "Incident").
  - b. Incident Notification. Each Party will undertake all necessary actions to comply with applicable legal, regulatory or law enforcement requirements which is to include informing the other Party without unreasonable delay, but in no event more than 48 hours, after it becomes aware of any material Incident that has occurred in its systems which affects Personal Data.
  - c. Response. Each Party will provide support to respond to the Incident. Response may include: identifying key partners, investigating the Incident, providing regular updates, and determining notice obligations. Except as may be required by law, a Party may not notify affected individuals about an Incident without first consulting the other Party.