

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (“Agreement”) is entered into as of June 25, 2020 (“Effective Day”) by and between Edgenuity Inc. (“Contractor”), with offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ 85250 and the Office of Technology Services (“OTS”) (“State”) on behalf of the Louisiana Division of Administration (“DOA”).

1. TERM

The term of this Agreement begins on July 1, 2020 and will expire on June 30, 2021, unless terminated in accordance with the termination clauses in this Agreement.

2. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement:

- Exhibit A – Addendum for Instructional Services & Professional Development
- Exhibit B – Price Schedule and Description of Covered Software, Support and Maintenance
- Exhibit C – Data Sharing Agreement

3. DEFINITIONS:

- a. **Subscription** refers to Edgenuity’s internet-based learning management software. The Subscription includes access to the Licensed Material (defined below) and Third-Party Services.
- b. **Licensed Material** refers to the Edgenuity products and services specified in Exhibit B to this Agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in Exhibit B to this Agreement. Professional Development services are also subject to the additional terms contained in Exhibit A to this Agreement.
- d. **Support** or **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in Exhibit B to this Agreement. Instructional Services are also subject to the additional terms contained in Exhibit A to this Agreement.
- e. **Local Educational Agency** or **LEA** means a public board of education or other public authority legally constituted within a State for either administrative control or to provide public elementary or secondary education in a city, county, township, school district, or other political subdivision of a State.
- f. **End User** refers to all LEAs or private school systems including instructors, administrators, students and parents authorized by the State to utilize the software and services provided in Exhibit B to this Agreement.

4. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

5. GRANT OF LICENSE

- a. **License.** Edgenuity grants the State a non-exclusive, non-transferable license to access and use Licensed Material for educational and training purposes solely for the Subscription as set forth in Exhibit B to this Agreement. This Agreement provides a statewide license for all authorized elementary and secondary education institutions including instructors, administrators, students and parents (“End Users”) access to and use of the Subscription solely for internal education- and training-related purposes. The State will approve all licensing prior to any implementation or use by an authorized institution.
- b. **Services.** As set forth in Exhibit B to this Agreement, Edgenuity will provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as Exhibit A for Instructional Services and Professional Development. The State’s and End User access to any Professional Development or Instructional Services will expire at the end of the Term set forth in this Agreement, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Statewide Support.** Edgenuity will provide technical and statewide support for the Service. Technical support includes system planning, implementation, updates and enhancements when generally made available and pushed per Edgenuity’s regularly scheduled maintenance.

6. OWNERSHIP

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to the State requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. The State may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** State may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal State educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. COPIES

The State shall abide by the Restrictions in Section 6,b.

8. SUPPORT PLAN

Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Support is available via phone, email or chat seven days a week during the hours listed below. On demand support is also available within the program and includes self-help documentation, videos, user guides, and other information. The District has unlimited access to Edgenuity's technical and user support at no additional cost throughout the term of this Agreement.

Standard Support Hours: (EST)

Monday through Friday: 7:30 a.m. to 9:30 p.m.

Saturday and Sunday: 9 a.m. to 5 p.m.
Direct Support Line: 877.202.0338

The system is vendor hosted. All maintenance is conducted by the vendor on Edgenuity's system and applicable system updates are automatically pushed through the system. Districts are responsible for meeting technical requirements (<https://www.edgenuity.com/support/technical-requirements/>).

Edgenuity's system is monitored 24 hours per day / 7 days per week. As needed, Customer Support will escalate issues to Tech Services, Integrations, or Sales Engineering for issue resolution. Our Network Operating Center may be reached at any time to report system issues.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from third party suits, actions, damages and costs relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Agreement, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material or Service; ii) State's use of the Service in

combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

10. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

11. WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

12. HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement or meaning of contractual language.

13. ASSIGNMENT

No contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

14. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

15. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this Agreement for a period of seven (7) years from the date of final payment, last day of service, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

16. RECORD RETENTION

The Contractor shall maintain all records in relation to this Agreement for a period of at least seven (7) years after final payment and/or the last date of service, whichever is later.

17. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

18. SEVERABILITY

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

19. TERMINATION

The State of Louisiana has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the State of Louisiana; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

20. TERMINATION FOR CONVENIENCE

The State of Louisiana may terminate this Agreement for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

21. TERMINATION FOR CAUSE

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the

Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

23. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

24. CONFIDENTIALITY

The following provisions will apply in addition to the Data Privacy Agreement (Exhibit C):

Definition of Confidential Information. Confidential Information includes all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.

The following provision will apply unless the State specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate

for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties.

Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. Nothing in this provision shall prevent the State from disclosing any data or information as may be required by law, regulation, judicial or administrative process, including but not limited to the Freedom of Information Act (FOIA) or the Louisiana Public Records Act.

Restrictions on Use:

- a. **State Data and Student Data.** All data and materials uploaded or entered during use of the Subscription, including student information and student records, remain the property of the Local Education Authority ("LEA"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. The State represents and warrants that Local Education Authorities have the appropriate rights to any LEA Data and Student Data. Via a Memorandum of Understanding signed by Local Education Authorities, grants Edgenuity the right to use the LEA Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, an LEA may export LEA Data and Student Data to the extent allowed by the functionality within the Subscription.
- b. **State and/or Local Education Agency and/or Private School System Responsibilities.** The State and/or LEA and/or private school system must (i) keep its passwords secure and confidential; (ii) be solely responsible for State Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. The State authorizes LEA's to approve its integrators or other third-party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of the State and/or LEA. The State may provide Edgenuity the name and contact information for all third parties authorized by the State, or necessary for the State to use the Subscription. EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.

25. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

26. PAYMENT

The State shall pay Contractor in accordance with the Pricing Schedule set forth in Exhibit B to this Agreement. The Contractor may invoice the State monthly at the billing address designated by the State. Payments will be made by the State within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department, and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

27. TAXES

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Exhibit B.

28. LATE PAYMENTS

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

29. FUND USE

Contractor agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

30. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall be used only for the performance of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

31. OWNERSHIP

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Agreement.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this Agreement.

32. WARRANTIES

- a. Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement.
- b. ***No Surreptitious Code Warranty.*** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.
- c. ***Compliance Warranty & Privacy Policy.*** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. State approved Elementary and Secondary schools which provide access to Edgenuity's software subscription to End Users are responsible for providing notice of their LEA or private school system's privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.

33. WARRANTY OF PERFORMANCE

- a. ***Professional Development and Instructional Services Warranty.*** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- b. ***Edgenuity Service Warranty.*** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. THE STATE'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
- c. ***Disclaimers.*** The Subscription is provided "as is" and with all faults. Except for the above warranties, the Subscription and any Professional Development and Instructional Services are provided on an "as-is" and "when available" basis. Edgenuity expressly disclaims all other representations and warranties

concerning the Subscription and services to the extent allowed by law, including any warranty of merchantability or fitness for a particular purpose. There is no warranty that the operation or connectivity of the Subscription will be uninterrupted or error-free, or that the subscription will be free of all possible methods of unauthorized access, attack, or intrusion.

34. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

35. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

At a minimum, the Contractor shall provide monthly implementation, professional development, training, support and End User usage reports to the State for documentation, auditing and close-out purposes.

36. ANTI-KICKBACK CLAUSE:

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

37. CLEAN AIR ACT:

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

38. ENERGY POLICY AND CONSERVATION ACT:

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

39. CLEAN WATER ACT:

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

40. ANTI-LOBBYING AND DEBARMENT ACT:

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

41. SECRETARY OF STATE REGISTRATION REQUIREMENT:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

42. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

43. INDEPENDENT CONTRACTORS:

The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

44. COMPLETE AGREEMENT:

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party

Accepted By:

Agency:

Edgenuity Inc.

Office of Technology Services

DocuSigned by:
Sari G. Factor
70D9EFB5FC2F46D...

DocuSigned by:
Randy Davis
3A99B4AD...

Signature

Signature

Sari G. Factor

Randy Davis

Name: Sari G. Factor

Name

CEO

Assistant Commissioner

Title: Chief Executive Officer

Title

6/25/2020

6/27/2020

Date

Date

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Approved by Legal:

EXHIBIT A

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if Exhibit B to this Agreement includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **STATE LIAISON.** State will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if State requires Instructional Services for certain times or additional hours, such requirements must be specified in Exhibit B to this Agreement prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in Exhibit B to this Agreement must be made or approved by the State Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in Exhibit B to this Agreement, Edgenuity will provide virtual access to teachers or coaches (or both) (“Edgenuity Instructors”) who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the “Virtual Programs”). State is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and State policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** State shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, LEAs or Private School Systems shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to the State and the associated LEAs or Private School System, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

- 6. PROFESSIONAL DEVELOPMENT SERVICES.** If included in Exhibit B to this Agreement, Edgenuity may also provide Professional Development Services, (“PD Services”) which may include training and instruction to LEAs or Private School System teachers, administrators, counselors and instructors on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in Exhibit B to this Agreement. The LEAs or Private School Systems shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
- 7. NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and the State or any LEAs or Private School System may not record, reproduce or copy such content without Edgenuity’s express written authorization.

EXHIBIT B – PRICE SCHEDULE AND DESCRIPTION OF COVERED SOFTWARE, SUPPORT AND MAINTENANCE

SOFTWARE	NO. OF LICENSES	FEE
Statewide Purpose Prep Site License which includes Social Emotional Learning curriculum. Courses to be included: <ul style="list-style-type: none"> • Purpose Prep COVID-19 Response Course • Personal Develop • Mental Health and Wellness • Character and Leadership Development • Unlock Your Purpose • Social Emotional Success • College and Career Readiness • Purpose Prep Intervention Topics 	Unlimited	\$2,712,924.00

SUPPORT AND MAINTENANCE	FEE
Customer Phone and Chat Support	Included in software pricing
Professional Development Series via live webinars and on-demand videos including: <ul style="list-style-type: none"> • Edgenuity/Purpose Prep Overview • Intro to Purpose Prep • Purpose Prep Impact Sessions – Community Development • Reporting in Purpose Prep 	Included in software pricing
Purpose Prep LEA Implementation Planning Meetings (as needed)	Included in software pricing
Purpose Prep Support and Update Webinars	Included in software pricing

Total Annual Fee	\$2,712,924.00
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EXHIBIT C – DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, La R.S. 17:3914 allows for Local Educational Agencies to contract with a private entity for student and other educational services and release personally identifiable information pursuant to the terms of the Contract,

WHEREAS, the Office of Technology Services (hereinafter referred to as “State”) and Edgenuity Inc. (hereinafter referred to as “Contractor”) have entered into a contractual arrangement, pursuant to which the Contractor will provide services to State, Local Educational Agencies (LEAs) and private school systems.

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

The Contractor acknowledges that LEAs or private school systems in Louisiana submit student data directly to the Contractor. The Contractor hereby agrees, to be bound, vis-à-vis any and all such Louisiana LEAs and private school systems that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs or private schools systems.

2. Purpose of the Disclosure

The Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purposes of the providing the following:

Services as outlined in Exhibit B

3. Data

LEAs or private school system can provide the Contractor with the following solely for the purposes provided above:

The LEA or private school system may choose to provide a variety of fields for import into Edgenuity’s system, with the exception of the required fields. The required data elements allow the system to associate the related student work in each course with the student associated with the data elements. The only required fields are first and last name. All file transmissions are secure / encrypted and using TLS 1.2 and AES 256.

The LEA or private school system decides how much data is imported into Edgenuity’s system and retains full ownership of all data, including PII.

Initial Setup – REQUIRED Student and Teacher: First Name; Last Name

Nightly Import – REQUIRED Student: External User ID; User Name; School ID; Grade Level; Last Name; First

Name; Password*; Start Date; Course Code (for auto-enrollment in course)

*Can be randomly generated by Edgenuity.

The State, LEAs and private school systems reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

4. Confidentiality

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. 17:3914. The Contractor hereby acknowledges that all documents which include information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and therefore will not be disclosed by Contractor to any third party.

Contractor shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except personnel who have a need for the data to perform the services referenced in this agreement. Contractor shall maintain the data in hard copy or electronic form, in an area that has limited access only to Contractor's authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. Contractor shall, under supervision of the State, destroy the data provided to Contractor, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

5. Restrictions on Use

Contractor shall not use the data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable.

6. Indemnification

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA or private school system and any and all of the LEA's or private school system's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA.

7. Ownership

Any data delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor for the State pursuant to this Agreement is the property of the State, and shall, upon request, be provided or returned by Contractor to the State.

Any data delivered or transmitted to the Contractor by an LEA or private school system and/or obtained or prepared by Contractor for an LEA pursuant to this Agreement is the property of the LEA or private school system, and shall, upon request, be provided or returned by Contractor to the LEA or private school system. Any documents, materials, and/or products created or developed by Contractor under this Agreement for an LEA or private school system shall be the property of the LEA or private school system.

No records, reports, documents, materials or products created or developed under this Agreement can be distributed to third parties.

8. Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Contractor's business premises to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement. No person or entity will access PII except as authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of personally-identifiable student information, or receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Agreement relating to such privacy practices.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at Contractor's expense in accordance with standard industry practices and applicable law. Contractor is responsible for reporting to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

Contractor shall: (i) provide the State and LEA or private school system with the name and contact information for an employee of Contractor who shall serve as the State's and LEA's or private school system's primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify the State and LEA or private school system via email, SMS text, or a phone call to the State and LEA or private school system contacts which have been provided to the Contractor once the Contractor becomes aware of a security breach.

Immediately following Contractor's notification to the State and LEA or private school system of a security breach, Contractor, the State, and the LEA or private school system shall coordinate with each other to

investigate the security breach. Contractor agrees to fully cooperate with State and LEA or private school system in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and LEA or private school system and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA or private school system.

10. Term of Agreement

This Agreement shall begin on July 1, 2020 and shall terminate on July 31, 2021. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving Contractor and all LEAs or private school systems written notice of such termination.

12. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA or private school system and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA or private school system is domiciled.

Exclusive jurisdiction and venue for any and all suits among the Contractor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this June 25, 2020

DocuSigned by:

Richard Howze

Richard Howze

Chief Information Officer
Office of Technology Services

DocuSigned by:

Sari G. Factor

70D9EFB5FC2F46D...

Sari G. Factor
Chief Executive Officer
Edgenuity Inc.

Certificate Of Completion

Envelope Id: 52CDAEBB88B1473E93320F2F246D2420

Status: Completed

Subject: Please DocuSign: FINAL_Edgenuity Agreement OTS _2020.06.25.pdf

Source Envelope:

Document Pages: 19

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Tammy Wilder

AutoNav: Enabled

8860 E. Chaparral Rd. Suite 100

Enveloped Stamping: Enabled

Scottsdale, AZ 85251

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

tammy.wilder@edgenuity.com

IP Address: 67.133.165.2

Record Tracking

Status: Original

Holder: Tammy Wilder

Location: DocuSign

6/25/2020 8:14:05 PM

tammy.wilder@edgenuity.com

Signer Events

Sari G. Factor

sari.factor@edgenuity.com

CEO

Edgenuity Inc,

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



70D9EFB5FC2F46D...

Signature Adoption: Pre-selected Style

Using IP Address: 173.197.115.98

Signed using mobile

Timestamp

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Viewed: 6/25/2020 8:19:31 PM

Signed: 6/25/2020 8:23:25 PM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2020 8:19:31 PM

ID: 979cc1b0-bdf3-4a76-9070-7f73ad3558bb

Tammy Wilder

tammy.wilder@edgenuity.com

Corporate Counsel

Edgenuity

Security Level: Email, Account Authentication
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 67.133.165.2

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Viewed: 6/25/2020 8:18:53 PM

Signed: 6/25/2020 8:19:00 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Roe Wilkinson

Roe.Wilkinson@edgenuity.com

Account Executive

Edgenuity

Security Level: Email, Account Authentication
(None)


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Viewed: 6/25/2020 8:57:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/25/2020 8:19:31 PM
Signing Complete	Security Checked	6/25/2020 8:23:25 PM
Completed	Security Checked	6/25/2020 8:23:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Edgenuity (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Edgenuity:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: humanresources@edgenuity.com

To advise Edgenuity of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at humanresources@edgenuity.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Edgenuity

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to humanresources@edgenuity.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Edgenuity

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to humanresources@edgenuity.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Edgenuity as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Edgenuity during the course of my relationship with you.