



Financial Services  
Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, VA 22042

Date of Award: 7/25/2025

McGraw Hill, LLC  
Attention: Kimberly Harvey, Vice President Strategic Services  
10121 Penn Plaza, 20<sup>th</sup> Floor  
New York, NY 10121

Reference: RFP# 2000003962 - Social Studies Basal Resource Adoption

Dear Ms. Harvey,

**Acceptance Agreement**

**Contract Number: 4400013788**

This Acceptance Agreement signifies a contract award to McGraw Hill, LLC for Social Studies Basal Resource Adoption for the following resources:

- *Law in Action* (for Street Law high school elective)
- *Sociology* (for Sociology high school elective)
- *Economics* (for Advanced Placement Economics)
- *Understanding Psychology* (for Advanced Placement Psychology)

The period of the contract shall be from date of award through August 31, 2032 with the option to renew for three (3) additional one-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 2000003962, and all addenda;
3. Your proposal signed and dated on July 8, 2024;
4. The signed Memorandum of Negotiations; and

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your company. Please provide your Insurance Certificate according to Special Provisions Paragraph 22 within five (5) days after receipt of this letter. Contract award documents may be viewed on the Fairfax County, Department of Purchasing and Supply Management website at: [www.fairfaxcounty.gov/cregister](http://www.fairfaxcounty.gov/cregister).

Sincerely,

DocuSigned by:

*Michelle Pratt*

Michelle R. Pratt  
Director

MRP/asw

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## MEMORANDUM OF NEGOTIATION

### RFP# 2000003962 - Social Studies Basal Resource Adoption

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and McGraw Hill, LLC, (hereinafter called the vendor) hereby agree to the following in the execution of Contract No. 4400013788. The final contract includes and is comprised of each of the following documents (hereinafter called the Contract or the Agreement). McGraw Hill, LLC will perform the Services in accordance with the terms and conditions set forth in the Contract. In the event of a conflict or ambiguity between or among any one or more of the contract documents listed below, and except as otherwise set forth herein, the order of precedence to be accorded such documents in resolving the conflict or ambiguity is as follows:

- a. All subsequent amendments to the contract;
- b. The Memorandum of Negotiations including the following attachments:
  1. Attachment A - McGraw Hill, LLC Pricing Schedule
  2. Attachment B - National Data Privacy Agreement
  3. Attachment C - McGraw Hill, LLC Service Level Agreement
  4. Attachment D - McGraw Hill, LLC Subscription Agreement Registration Page
  5. Attachment E - Terms of Service
  6. Attachment F - Terms of Use
  7. Attachment G - End-User Privacy Notice
  8. Attachment H - McGraw Hill, LLC, Data Privacy and Security Guidelines
- c. The following documents are incorporated by reference:
  1. Fairfax County's Request for Proposal RFP# 2000003962 - Social Studies Basal Resource Adoption and all Addenda
  2. McGraw Hill, LLC, LLC Technical Proposal as amended by this Memorandum of Negotiations
  3. Response to clarifications dated Feb 25, 2025
  4. McGraw Hill, LLC Best and Final Offer (BAFO) dated Apr 7, 2025
  5. McGraw Hill, LLC Response to IT Security Architecture Questionnaire
  6. McGraw Hill, LLC Response to the Vendor Acceptance Questionnaire

The Parties agree that only the Director of the Office of Procurement Services may bind Fairfax County Public School Board to contract terms or conditions. Any term or condition invoked through an 'I agree' click box or other comparable mechanism (i.e., 'click wrap' or 'brows wrap' agreement) does not bind Fairfax County Public School Board or any Fairfax County Public School Board authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Director of the Office of Procurement Services.

On April 24, 2025, at the recommendation of the negotiation team for RFP# 2000003962 - Social Studies Basal Resource Adoption, the Fairfax County School Board approved the following McGraw Hill, LLC, titles:

- *Law in Action* (for Street Law high school elective)
- *Sociology* (for Sociology high school elective)
- *Economics* (for Advanced Placement Economics)

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- *Understanding Psychology* (for Advanced Placement Psychology)

The parties agree to the to the following:

**1. Exceptions to the RFP terms and conditions:**

**a. The following are revisions made to Appendix A, General Conditions and Instructions to Bidders:**

- i. Para 29.a, Termination of Contracts, is revised as follows: "Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by County for Convenience or Cause. Notwithstanding the foregoing, fees paid in advance for subscription services are nonrefundable for the subscription period in progress at the effective date of termination."
- ii. Para 30.b, Termination for Convenience, is revised as follows: "An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract. Notwithstanding the foregoing, fees paid in advance for subscription services are nonrefundable for the subscription period in progress at the effective date of termination."
- iii. Para 34, FUNDING, is revised as follows: "The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated. If funds are not appropriated or are reduced, the County will reimburse the Contractor for products delivered or services prior to the effective date of termination or reduction."
- iv. Para 35, DELIVERY/SERVICE FAILURES, is revised as follows: "If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent."

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- v. Para 50, REPLACEMENT, is replace as follows: "Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County according to Contractors return policy. Returns for printed products must be made within 12 months, be in new condition, and include a copy of the invoice/packing slip."
- vi. Para 58.a, General Indemnification, is revised as follows: "Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract."

b. McGraw Terms of Use

- i. Notwithstanding any provision herein or elsewhere in Contract No. 4400013788, McGraw Hill, LLC agrees to provide Fairfax County School Board (FCSB) with prompt notice and a reasonable opportunity to cure any purported violation of the Terms of Use and Privacy Notice before exercising any right it may have thereunder to suspend or terminate any Service to FCSB (including FCSB's end-users), except in those circumstances where, in McGraw Hill, LLC's reasonable discretion, it determines that an immediate suspension or termination is necessary in order to protect McGraw Hill, LLC from network or system damage, or from legal liability. Any provision in the the Privacy Notice imposing liability obligations upon FCSB for violations of the Privacy Notice will be enforceable if and to the extent permitted by applicable law, without waiver of FCSB's sovereign immunity.
- ii. McGraw Hill, LLC, will not make any changes to the Privacy Notice, or any other policy and terms ("McGraw Hill, LLC's Policies") during the term that will, individually or in the aggregate, materially and adversely impact FCSB's use of the Services, or materially and adversely diminish McGraw Hill, LLC's obligations to Customer and McGraw Hill, LLC end-users under Contract No. 4400013788, except to the extent expressly required under any laws, rules, or regulations applicable to the Services provided hereunder. In the event of a conflict between any other contract documents in Contract No. 4400013788 and any term or provision in an McGraw Hill, LLC's Policy, the documents as listed in the order of precedence from the Memorandum of Negotiations will govern and control.

2. Accessibility

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- a. Vendor shall complete and provide a Voluntary Product Accessibility Template (VPAT) completed within six (6) weeks from Date of Award for *Street Law: A Course in Practical Law*.
- b. McGraw Hill, LLC shall conduct an accessibility audit of all products awarded within thirty (30) days from Date of Award and to provide Accessibility Conformance Reports (ACRs) to FCPS within forty-five (45) days from Date of Award. Any identified gaps, such as video media lacking captions, will be shared with FCPS and promptly remediated within the product to maintain accessibility compliance.
- c. As per revised Americans with Disabilities Act (ADA) Title II 28 CFR Part 35, all contracted vendors of web and mobile products are required to inform FCPS of their compliance with Web Content Accessibility Guidelines (WCAG) 2.1 by providing a Voluntary Product Accessibility Template (VPAT) annually. McGraw Hill covenants and agrees that the Services will comply with WCAG 2.1 as of the effective date of this Contract and that the Services will remain in compliance with WCAG 2.1 throughout the term this Contract. McGraw Hill will promptly notify FCPS in writing if at any time during the term the Services do not comply with WCAG 2.1. FCPS reserves the right to terminate and receive a refund of prepaid amounts relating to the period following termination AND a right to indemnification from McGraw Hill for losses, damages, penalties incurred by FCPS that arise from or in connection with the McGraw Hill's failure to comply with the WCAG 2.1 standard.

**3. Information Technology**

- a. McGraw Hill, LLC, shall provide FCPS with all modifications, updates, or replacements to their digital platform at no additional cost to FCPS. McGraw Hill, LLC, shall notify FCPS six (6) months or more prior to a platform change and work with Content point of contact to plan for transition.
- b. McGraw Hill, LLC shall communicate planned maintenance windows to all FCPS teachers and administrators at least one (1) week in advance through in-platform messaging and at status.mheducation.com. Other software and content updates shall be released as necessary to address high-priority issues and communicated in the same manner as other planned updates.
- c. Vendor shall support any Single Sign-On that follows the LTI, SAML IDP 2.0, or OAuth 2.0 for all products which includes but is not limited to both Schoology and Clever.
- d. After contract execution, vendor agrees to allow teachers to utilize their real McGraw Hill, LLC accounts during training so that all planning, customizations, and other preparations will be available upon full implementation.

**4. Cultural Responsiveness**

- a. For content issues identified by FCPS, McGraw Hill, LLC, shall work alongside FCPS to find solutions. Minor corrections (e.g., text changes or small content updates) shall be completed within one (1) week. Most other corrections shall be resolved within thirty (30) days.

**5. Curriculum**

- a. Vendor agrees to ensure that for all programs translations shall be available through Google Translate.
- b. McGraw Hill, LLC will collaborate with FCPS to develop a process for reviewing requests, agreeing on changes, and determining the format of delivery (e.g., digital only,

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- with no updates to print). These revisions will be reviewed on a case-by-case basis to assess scope, timing, and resource availability.
- c. Reports available through vendor's platform will be provided to FCPS at no charge.
- d. Vendor shall deliver professional development at no cost to FCPS: synchronous webinars, August 13, 2025: synchronous pre-service; September 19, 2025: virtual; October 13, 2025: synchronous in-service; November 3, 2025: synchronous in-service; December 2025: virtual synchronous; January 30, 2026: synchronous in-service; February 17 & 20, 2026: synchronous in-service. Vendor agrees to deploy trainers familiar with multilingual learners and special education students to support teacher training. Training in Years 2-7 of the implementation will be mutually agreed upon with FCPS and vendor. Additional on-site professional development will be provided to FCPS at the rate of \$1,500 per day.

**6. Pricing/Shipping**

- a. McGraw Hill, LLC, agrees that multi-year consumables, delivered annually, will include any updates made by McGraw Hill, LLC, at no additional charge.
- b. Vendor agrees that licenses can be reassigned to a different user at any time and as many times as needed throughout the life of the subscription.
- c. Vendor agrees that there are no additional costs to FCPS for updates to digital products.
- d. Vendor agrees to deliver print materials directly to schools at a shipping cost of 5% of the purchase price. A list of points of contact, addresses, phone numbers, and book quantities will be provided by FCPS. Delivery trucks shall have lift gates to ensure inside delivery for schools without loading docks. Deliveries shall be palletized by school with ISBN Numbers as well as titles to allow for ease of product verification.
- e. McGraw Hill, LLC, guarantees contracted pricing for the life of the contract for all subscription lengths, including the pricing for 1-year subscriptions. If the contract is renewed, additional 1-year licensees can be purchased at the 2025 contracted price for the one-year ISBN as provided in the Pricing Schedule.
- f. Delivery Dates can be negotiated with individual schools based on PO acceptance. If not received at the negotiated date, the vendor shall provide a rebate of 1% of the purchase value of resources not delivered on time. If the delivery of print resources/digital access is delayed past August 14, 2025 the vendor shall provide a rebate of 5% of the purchase value of resources not delivered on time.

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## 7. Performance Metrics

| Performance Metric & Description                                                                                          | Target                                                                                                                                    | Data Source                                      | Data Collection Frequency                                                            |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------|
| 100% compliance with the WCAG 2.1 AA initially by April 1, 2026 and ongoing from that point on.                           | Compliance with Title II ADA                                                                                                              | VPAT on each product<br><br>ACR for each product | Every two years and upon any changes to features<br><br>Within 45 from Date of Award |
| 100% of files will be uploaded into NIMAC within 45 days from Date of Award                                               | Student accessibility                                                                                                                     | NIMAC files                                      | Verified 45 days after contract signing and annually                                 |
| Usage reports by student, teacher, school, and course provided to FCPS POC via the learning platform.                     | Product availability and accessibility.                                                                                                   | Reports                                          | Within 10 business days of the end of each FCPS quarter.                             |
| High quality professional development to support implementation and ongoing usage of McGraw Hill, LLC, selected products. | 80% or more of attendees reporting high or moderately high levels of satisfaction at all in-person training provided by McGraw Hill, LLC, | Summary of post-training surveys                 | Within five days of each training event.                                             |
| Monthly and responsive (within 2 days of outreach) communication between vendor and assigned FCPS point of contact.       | FCPS assigned POC is fully aware of product issues and updates and inquiries from FCPS staff.                                             | Quarterly feedback                               | Within 10 business days of the end of each FCPS quarter.                             |

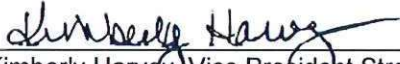
Contractor agrees that it will (a) comply with all laws, rules, and regulations applicable to the Services provided hereunder; and (b) will maintain throughout the term of this Agreement the same or functionally-equivalent or substantially similar (or more stringent) practices, procedures, methodologies, and certifications as are described in its completed Security Architecture Questionnaire and Vendor Acceptance Questionnaire (the "Security Practices") which is incorporated herein by reference, except if required by law or reasonable business need. All other prices, terms, and conditions remain the same.

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ACCEPTED BY:



Kimberly Harvey, Vice President Strategic Services  
McGraw Hill, LLC

June 20, 2025

Date



Noel Klimenko, Assistant Superintendent  
Instructional Services FCPS

June 24, 2025

Date

DocuSigned by:



Michelle R. Pratt, Director  
Office of Procurement Services

7/25/2025 | 12:02 PM EDT

Date

**Vendor Name:** McGraw Hill

| FCPS Course Name<br>(Course List Line<br>Number, Ref:<br>Attachment A Social<br>Studies Course List) | ISBN          | Textbook Title                                                                                             | Contract Price | Gratis<br>(Y/N),<br>provide<br>details |
|------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------|
| AP Economics                                                                                         | 9781264886524 | McConnell, Economics, AP Edition, 2025, 23e, Student Print Edition                                         | \$ 134.97      | N                                      |
|                                                                                                      | 9781264886838 | McConnell, Economics, AP Edition, 2025, 23e, Teacher Edition                                               | \$ 44.55       | Y                                      |
|                                                                                                      | 9781264984961 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 1-year subscription | \$ 149.97      | N                                      |
|                                                                                                      | 9781264984978 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 2-year subscription | \$ 164.70      | N                                      |
|                                                                                                      | 9781264985098 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 3-year subscription | \$ 169.71      | N                                      |
|                                                                                                      | 9781264985562 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 4-year subscription | \$ 174.72      | N                                      |
|                                                                                                      | 9781264986323 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 5-year subscription | \$ 179.73      | N                                      |
|                                                                                                      | 9781264987207 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 6-year subscription | \$ 184.74      | N                                      |
|                                                                                                      | 9781264987481 | McConnell, Economics AP Edition, 2025, 23e, Standard Student Print and Digital Bundle, 7-year subscription | \$ 189.75      | N                                      |
|                                                                                                      | 9781264887224 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 1-year subscription                        | \$ 105.66      | N                                      |
|                                                                                                      | 9781264887392 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 2-year subscription                        | \$ 136.98      | N                                      |
|                                                                                                      | 9781264890163 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 3-year subscription                        | \$ 141.99      | N                                      |
|                                                                                                      | 9781264891825 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 4-year subscription                        | \$ 147.00      | N                                      |
|                                                                                                      | 9781264893003 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 5-year subscription                        | \$ 152.01      | N                                      |
|                                                                                                      | 9781264893553 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 6-year subscription                        | \$ 157.02      | N                                      |
|                                                                                                      | 9781264894413 | McConnell, Economics, AP Ed, 2025, 23e, Online Student Edition, 7-year subscription                        | \$ 162.00      | N                                      |
|                                                                                                      | 9781264895472 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 1-year subscription                        | \$ 159.15      | Y                                      |
|                                                                                                      | 9781264896219 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 2-year subscription                        | \$ 172.41      | Y                                      |

|               |               |                                                                                                                                                      |           |   |
|---------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|
|               | 9781264884384 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 3-year subscription                                                                  | \$ 198.93 | Y |
|               | 9781264885350 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 4-year subscription                                                                  | \$ 218.94 | Y |
|               | 9781264885817 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 5-year subscription                                                                  | \$ 238.71 | Y |
|               | 9781264885893 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 6-year subscription                                                                  | \$ 264.18 | Y |
|               | 9781264885961 | McConnell, Economics, AP Ed, 2025, 23e, Online Teacher Edition, 7-year subscription                                                                  | \$ 285.39 | Y |
| AP Psychology | 9780076863327 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Student Print Edition                                                                      | \$ 140.97 | N |
|               | 9780076863464 | Feldman, Understanding Psychology, AP Teacher Ed, 2020, 14e                                                                                          | \$ 45.90  | Y |
|               | 9780079041241 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 1-year subscription | \$ 153.06 | N |
|               | 9781266857966 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 2-year subscription | \$ 154.17 | N |
|               | 9781265941277 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 3-year subscription | \$ 155.19 | N |
|               | 9781266772757 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 4-year subscription | \$ 156.51 | N |
|               | 9780079041258 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 5-year subscription | \$ 157.38 | N |
|               | 9780079041289 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 6-year subscription | \$ 162.87 | N |
|               | 9780079041296 | Feldman, Understanding Psychology, AP Edition, 2020, 14e, Standard Student bundle (Student Edition with Online Student Edition), 7-year subscription | \$ 168.36 | N |
|               | 9780076863365 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 1 yr subscription                                                       | \$ 117.75 | N |
|               | 9781266385490 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 2 yr subscription                                                       | \$ 120.84 | N |
|               | 9781266023484 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 3 yr subscription                                                       | \$ 124.14 | N |
|               | 9781266825842 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 4 yr subscription                                                       | \$ 126.18 | N |
|               | 9780076853069 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 5 yr subscription                                                       | \$ 128.37 | N |
|               | 9780076863372 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 6 yr subscription                                                       | \$ 133.68 | N |
|               | 9780076853106 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Student Edition, 7 yr subscription                                                       | \$ 139.02 | N |

|           |               |                                                                                                                                                        |           |   |
|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|
|           | 9780076863419 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 1 yr subscription                                                         | \$ 159.15 | Y |
|           | 9781265090661 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 2 yr subscription                                                         | \$ 180.24 | Y |
|           | 9781266024429 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 3 yr subscription                                                         | \$ 212.16 | Y |
|           | 9781265587697 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 4 yr subscription                                                         | \$ 232.77 | Y |
|           | 9780076853151 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 5 yr subscription                                                         | \$ 258.93 | Y |
|           | 9780076863426 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 6 yr subscription                                                         | \$ 264.18 | Y |
|           | 9780076853168 | Feldman, Understanding Psychology, AP Ed, 2020, 14e, Online Teacher Edition, 7 yr subscription                                                         | \$ 269.52 | Y |
| Sociology | 9781265901738 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Student Edition                                                                                | \$ 128.73 | N |
|           | 9781266041501 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 1-year subscription | \$ 144.18 | N |
|           | 9781266211102 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 2-year subscription | \$ 149.34 | N |
|           | 9781266046353 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 3-year subscription | \$ 154.47 | N |
|           | 9781266212369 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 4-year subscription | \$ 159.63 | N |
|           | 9781266046964 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 5-year subscription | \$ 164.79 | N |
|           | 9781266048456 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 6-year subscription | \$ 169.95 | N |
|           | 9781266048494 | Schaefer, Sociology: A Brief Introduction 14e, 2023, Student Print & Digital Bundle (Student Edition with Online Student Edition), 7-year subscription | \$ 175.08 | N |
|           | 9781265902124 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 1-yr subscription                                                      | \$ 118.71 | N |
|           | 9781266066702 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 2-yr subscription                                                      | \$ 123.84 | N |
|           | 9781265902339 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 3-yr subscription                                                      | \$ 129.00 | N |
|           | 9781266417221 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 4-yr subscription                                                      | \$ 134.22 | N |
|           | 9781265902711 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 5-yr subscription                                                      | \$ 139.29 | N |
|           | 9781265903077 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 6-yr subscription                                                      | \$ 144.45 | N |

|                            |               |                                                                                                   |                             |   |
|----------------------------|---------------|---------------------------------------------------------------------------------------------------|-----------------------------|---|
|                            | 9781265903725 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Student Edition, 7-yr subscription | \$ 149.61                   | N |
|                            | 9781265904340 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 1-yr subscription | \$ 163.92                   | Y |
|                            | 9781266068744 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 2-yr subscription | \$ 184.53                   | Y |
|                            | 9781265905200 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 3-yr subscription | \$ 204.90                   | Y |
|                            | 9781266418129 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 4-yr subscription | \$ 225.12                   | Y |
|                            | 9781265906399 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 5-yr subscription | \$ 245.88                   | Y |
|                            | 9781265908751 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 6-yr subscription | \$ 272.10                   | Y |
|                            | 9781265909093 | Schaefer, Sociology: A Brief Introduction 14e, 2023, HS Online Teacher Edition, 7-yr subscription | \$ 293.97                   | Y |
| Law in Action (Street Law) | 9781266847219 | Street Law: A Course in Practical Law, Student Print Edition                                      | \$ 113.28                   | N |
|                            | 9781264940219 | Street Law: A Course in Practical Law, Digital and Print Student Bundle, 6-year subscription      | \$ 124.95                   | N |
|                            | 9781265239503 | Street Law: A Course in Practical Law, Digital and Print Student Bundle, 1-year subscription      | \$ 115.56                   | N |
|                            | 9781266850202 | Street Law: A Course in Practical Law, Online Student Edition, 6-Year Subscription                | \$ 85.53                    | N |
|                            | 9781266849404 | Street Law: A Course in Practical Law, Online Student Edition, 1-Year Subscription                | \$ 26.04                    | N |
|                            | 9781266848636 | Street Law: A Course in Practical Law, Print Teacher Manual                                       | \$ 118.32                   | Y |
|                            | 9781266853616 | Street Law: A Course in Practical Law, Online Teacher Edition, 6-Year Subscription                | \$ 257.46                   | Y |
|                            | 9781266850707 | Street Law: A Course in Practical Law, Online Teacher Edition, 1-Year Subscription                | \$ 64.44                    | Y |
|                            | 9780078619502 | Classroom Guide to Mock Trials and Moot Courts                                                    | \$ 43.86                    | N |
| Shipping                   |               | Shipping print materials                                                                          | 5% of total print materials |   |



# STANDARD STUDENT DATA PRIVACY AGREEMENT

(National Data Privacy Agreement (NDPA) Standard VERSION 2)

**[INSERT SCHOOL DISTRICT OR LOCAL EDUCATION AGENCY]**

And

**McGraw Hill LLC**

Version 2

***Authored by Members of the Student Data Privacy Consortium (SDPC) &***

***Mark Williams, Fagen, Friedman & Fulfrost LLP***

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*This document may only be used by A4L Community members and may not be altered in any substantive manner.*

STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

[Fairfax County Public School Board, the public body in Virginia that operates Fairfax County Public Schools],

located at [Office of Procurement Services – Gatehouse Administration Center at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203] (the “LEA”)

and

[ McGraw Hill LLC ],

located at [ 8787 Orion Place, Columbus, OH 43240 ] (the “Provider”).

## PREAMBLE

**WHEREAS**, the Provider is providing educational or digital Services, as defined in Exhibit “A”, to LEA, which Services may include: (a) cloud-based Services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA have entered into a Service Agreement (as defined herein), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA (collectively the “Agreement”),

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312),

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

### *General Offer of Privacy Terms.*

The Provider has signed Exhibit “E” to the SDPC Standard Clauses, otherwise known as “General Offer of Privacy Terms” enabling other LEAs to enter into the same terms of this DPA with Provider.

### *Special Provisions. (Check if Required)*

☐ If checked, the Supplemental State Terms attached hereto as Exhibit “G” are hereby incorporated by reference into this DPA in their entirety.

*If the Parties desire to change any terms, use the ‘Vendor-Specific’ Agreement or ‘District-Modified’ Agreement.*

## STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

The **designated representative for the LEA** for this DPA is:

Name: Michelle Pratt Title: Director, Office of Procurement Services

Address: 8115 Gatehouse Rd., Falls Church, VA 22042

Phone: (571) 423-8555 Email: mrpratt@fcps.edu

The **designated representative for the Provider** for this DPA is:

Name: Kimberly Harvey Title: VP Strategic Services

Address: 8787 Orion Place, Columbus, OH 43240

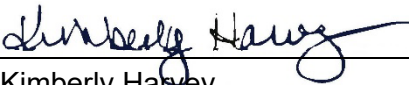
Phone: 800-338-3987 Email: bidsandcontracts@mheducation.com

**IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.****LEA:** [Fairfax Public School Board]

Signed By:  Date: 7/25/2025 | 12:02 PM EDT

Printed Name: Michelle Pratt Title/Position: Director, Office of Procurement Services

**PROVIDER:** [ McGraw Hill LLC ]

Signed By:  Date: April 8, 2025

Printed Name: Kimberly Harvey Title/Position: VP Strategic Services

Each Party is responsible to promptly notify the other Party of changes to the notice information.

**Notices to Provider**

[ Kimberly Harvey ]

[ VP Strategic Services ]

[ 8787 Orion Place, Columbus, OH 43240 ]

[ [bidsandcontracts@mheducation.com](mailto:bidsandcontracts@mheducation.com) ]

**Notices to LEA**

[ Michelle Pratt ]

[ Director, Office of Procurement Services ]

[ 8115 Gatehouse Rd., Falls Church VA 22042 ]

[ [mrpratt@fcps.edu](mailto:mrpratt@fcps.edu) ]

With a copy to (if provided):

[ Provider Legal Counsel ]

[ Provider Legal Counsel Postal Address ]

[ Provider Legal Counsel E-mail Address ]

With a copy to (if provided):

[Fairfax County Public Schools, Office of Division Counsel]

[8115 Gatehouse Road, Falls Church, VA 22042-1203]

**Security Notices to Provider** (Required per Section 5.3)

[ Andy Bloom ]

[ VP, Chief Data Ethics Officer ]

[1325 Ave of the Americas, New York, NY 10019]

[ [dataethics@mheducation.com](mailto:dataethics@mheducation.com) ]

**Security Notices to LEA** (Required per Section 5.3)

[ Tainiko Lowman ]

[ Manager III, Security Architecture ]

[ 3701 Franconia Rd., Alexandria, VA 22310 ]

[ [tnlowman@fcps.edu](mailto:tnlowman@fcps.edu) ]

## STANDARD CLAUSES

### ARTICLE I: PURPOSE AND SCOPE

#### 1.1 Purpose of DPA.

The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

#### 1.2 Description of Products and Services.

A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on Exhibit "A" (such as updating with new provided services), they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
  - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or
  - b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Addendum template to update Exhibit "B".

Provider may not make any change to Exhibit "A" via an Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services, and has no ability under the DPA to prevent deletion of products or services. Subject to the limitations in this section, an Addendum is automatically incorporated into this DPA when LEA is notified by Provider, in accordance with the notification provisions of this DPA, of the Addendum's existence and contents.

#### 1.3 Student Data to Be Provided.

In order to perform the services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto as Exhibit "B". Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit "C". If a Provider needs to update any information on Exhibit "B", they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may delete data elements from Exhibit "B" if they are no longer used by the Provider.

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

#### **1.4 DPA Definitions.**

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to, the Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

### **2.1 Student Data Property of LEA.**

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA.

### **2.2 Parent, Legal Guardian and Student Access.**

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA’s direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian or student, whichever is sooner) to the LEA’s request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding the requested information. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Section 4.4.

- 2.2.1 This NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.
- 2.2.2 In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

### **2.3 Subprocessors.**

Provider shall enter into a Subprocessor Agreement with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider.

## **ARTICLE III: DUTIES OF LEA**

### **3.1 Provide Data in Compliance with Applicable Laws.**

LEA shall use the Services and provide Student Data in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time.

### **3.2 Annual Notification of Rights.**

If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

### **3.3 Reasonable Precautions.**

LEA shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

### **3.4 Unauthorized Access Notification and Assistance.**

LEA shall notify Provider within seventy-two (72) hours of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.

## **ARTICLE IV: DUTIES OF PROVIDER**

### **4.1 Privacy and Security Compliance.**

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government initiated audit of the LEA's use of the Services.

## **4.2 Authorized Use.**

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit “A”, or as instructed by the LEA.

## **4.3 Provider Employee Obligation.**

Provider shall require all of Provider’s employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

## **4.4 No Disclosure.**

Provider acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.

### **4.4.1 Exceptions to No Disclosure.**

- 4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.
- 4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.
- 4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.
- 4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.
- 4.4.1.5 Should law enforcement or other government entities (“Requesting Party(ies)”) provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.
- 4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.
- 4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.
- 4.4.1.8 This prohibition against disclosure shall not apply to LEA-authorized users of the Services, which may include parents and legal guardians.
- 4.4.1.9 This prohibition against disclosure shall not apply to protect the safety of users or others, if and only if, an LEA employee who has specifically been authorized to declare a health or safety emergency has done so and all requirements under 34 CFR §§ 99.31(a)(10) and 99.36 have been fulfilled by the LEA.

- 4.4.1.10 This prohibition against disclosure shall not apply to protect the integrity or security of the Service, where such disclosure is made to a Subprocessor engaged by Provider for the specific purpose of investigating a potential Data Breach as set forth in 5.4.

## 4.5 De-Identified Data

Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, development, and improvement of the Provider's educational sites, Services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA. Such Subprocessors must be subject to equivalent terms of the DPA including this one. Prior to publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

## 4.6 Disposition of Data.

Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, the Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.

## 4.7 Advertising Limits.

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to account holders that are not considered Targeted Advertising (this exception does not apply where the Provider

is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

## ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

### 5.1 Data Storage.

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit "B".

### 5.2 Security Audits.

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days' notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

### 5.3 Data Security.

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit "F". Additionally, Provider may choose to further detail its security programs and measures in Exhibit "F". Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

### 5.4 Data Breach.

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

- (1) The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - (a) The name and contact information of the Provider subject to this section,
  - (b) the date of the notice,
  - (c) the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
  - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that information,
  - (e) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
  - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and

(g) Identification of impacted individuals.

- (2) Provider agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
- (3) Provider further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide LEA, upon reasonable written request, with a summary of said written Data Breach response plan.
- (4) LEA shall provide notice and facts surrounding the Data Breach to the affected students, parents, or guardians.
- (5) In the event of a Data Breach originating from LEA's use of the Service or otherwise a result of LEA's actions or inactions, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request costs incurred as a result of such Data Breach.

## CONTRACT TERMS

**Term and Termination.** In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a “Change of Control” the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA’s policies or state or federal law.

**Data Disposition on Service Agreement Termination.** If the Service Agreement is terminated, the Provider shall dispose of all of LEA’s Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

**Notices.** All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

**Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms in Exhibit “G”, Exhibit “H” will control, followed by Exhibit “G”. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

**Entire Agreement.** This DPA and the Service Agreement (“the Agreement”) constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties.

**Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

**Governing Law; Venue and Jurisdiction.** This DPA will be governed by and construed in accordance with the laws of the state of the LEA, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.

**Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include

a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement.

**Authority.** Each signatory confirms they are authorized to bind their institution to this DPA in its entirety.

**Waiver.** No delay or omission by either party to exercise any right here under shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [ McGraw Hill LLC ]'s existing Services that collect, process, or transmit Student Data, as identified below:

McGraw Hill LLC digital instructional materials.

## EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

| Category of Data /<br>Data Elements                          | MH<br>Instructional<br>Materials]                                             | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] |
|--------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Application Technology MetaData</b>                       |                                                                               |                               |                               |                               |                               |                               |                               |
| IP Addresses of users, use of cookies, etc.                  | X                                                                             |                               |                               |                               |                               |                               |                               |
| Other application technology metadata                        |                                                                               |                               |                               |                               |                               |                               |                               |
| <i>If 'Other' checked, please specify below checked box:</i> |                                                                               |                               |                               |                               |                               |                               |                               |
| <b>Application Use Statistics</b>                            |                                                                               |                               |                               |                               |                               |                               |                               |
| Meta data on user interaction with application               | X                                                                             |                               |                               |                               |                               |                               |                               |
| <b>Assessment</b>                                            |                                                                               |                               |                               |                               |                               |                               |                               |
| Standardized test scores                                     |                                                                               |                               |                               |                               |                               |                               |                               |
| Observation data                                             |                                                                               |                               |                               |                               |                               |                               |                               |
| Voice recordings                                             |                                                                               |                               |                               |                               |                               |                               |                               |
| Other assessment data                                        | X                                                                             |                               |                               |                               |                               |                               |                               |
| <i>If 'Other' checked, please specify below checked box:</i> | Student responses, student item scores and student overall assessment scores. |                               |                               |                               |                               |                               |                               |
| <b>Attendance</b>                                            |                                                                               |                               |                               |                               |                               |                               |                               |
| Student school (daily) attendance data                       |                                                                               |                               |                               |                               |                               |                               |                               |

## STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

| Category of Data /<br>Data Elements                                  | MH<br>Instructional<br>Materials]                                                                                            | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Student class attendance data                                        |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| <b>Communication</b>                                                 |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Online communication captured (emails, blog entries)                 | MH Digital Instructional Materials specifically "Ask Instructor" available in Connect Platform (AP Courses) only if enabled. |                               |                               |                               |                               |                               |                               |
| <b>Conduct</b>                                                       |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Conduct or behavioral data                                           |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| <b>Demographics</b>                                                  |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Data of birth                                                        |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Place of birth                                                       |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Gender                                                               |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Ethnicity or race                                                    |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Language information (native, or primary language spoken by student) | Optional for parent take home letters                                                                                        |                               |                               |                               |                               |                               |                               |
| Other demographic information                                        |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| If 'Other' checked, please specify below checked box:                |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| <b>Enrollment</b>                                                    |                                                                                                                              |                               |                               |                               |                               |                               |                               |
| Student school enrollment                                            | X                                                                                                                            |                               |                               |                               |                               |                               |                               |
| Student grade level                                                  | X                                                                                                                            |                               |                               |                               |                               |                               |                               |
| Homeroom                                                             |                                                                                                                              |                               |                               |                               |                               |                               |                               |

## STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

| Category of Data /<br>Data Elements                         | MH<br>Instructional<br>Materials] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] |
|-------------------------------------------------------------|-----------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Guidance counselor                                          |                                   |                               |                               |                               |                               |                               |                               |
| Specific curriculum<br>programs                             |                                   |                               |                               |                               |                               |                               |                               |
| Year of graduation                                          |                                   |                               |                               |                               |                               |                               |                               |
| Other enrollment<br>information                             |                                   |                               |                               |                               |                               |                               |                               |
| If 'Other' checked, please<br>specify below checked<br>box: |                                   |                               |                               |                               |                               |                               |                               |
| <b>Parent/Guardian Contact Information</b>                  |                                   |                               |                               |                               |                               |                               |                               |
| Address                                                     |                                   |                               |                               |                               |                               |                               |                               |
| Email                                                       |                                   |                               |                               |                               |                               |                               |                               |
| Phone                                                       |                                   |                               |                               |                               |                               |                               |                               |
| <b>Parent/Guardian ID</b>                                   |                                   |                               |                               |                               |                               |                               |                               |
| Parent ID number (created<br>to link parents to students)   |                                   |                               |                               |                               |                               |                               |                               |
| <b>Parent/Guardian Name</b>                                 |                                   |                               |                               |                               |                               |                               |                               |
| First and/or last                                           |                                   |                               |                               |                               |                               |                               |                               |
| <b>Schedule</b>                                             |                                   |                               |                               |                               |                               |                               |                               |
| Student scheduled courses                                   |                                   |                               |                               |                               |                               |                               |                               |
| Teacher names                                               | X                                 |                               |                               |                               |                               |                               |                               |
| <b>Special Indicator</b>                                    |                                   |                               |                               |                               |                               |                               |                               |
| English language learner<br>information                     |                                   |                               |                               |                               |                               |                               |                               |
| Low-income status                                           |                                   |                               |                               |                               |                               |                               |                               |
| Medical alerts/health data                                  |                                   |                               |                               |                               |                               |                               |                               |
| Student disability<br>information                           |                                   |                               |                               |                               |                               |                               |                               |

## STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

| Category of Data /<br>Data Elements                                                                                                         | MH<br>Instructional<br>Materials]                                                         | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Specialized education<br>Services (IEP or 504)                                                                                              |                                                                                           |                               |                               |                               |                               |                               |                               |
| Living situations<br>(homeless/foster care)                                                                                                 |                                                                                           |                               |                               |                               |                               |                               |                               |
| Other indicator information                                                                                                                 |                                                                                           |                               |                               |                               |                               |                               |                               |
| If 'Other' checked, please<br>specify below checked<br>box:                                                                                 |                                                                                           |                               |                               |                               |                               |                               |                               |
| <b>Student Contact Information</b>                                                                                                          |                                                                                           |                               |                               |                               |                               |                               |                               |
| Address                                                                                                                                     |                                                                                           |                               |                               |                               |                               |                               |                               |
| Email                                                                                                                                       | X                                                                                         |                               |                               |                               |                               |                               |                               |
| Phone                                                                                                                                       |                                                                                           |                               |                               |                               |                               |                               |                               |
| <b>Student Identifiers</b>                                                                                                                  |                                                                                           |                               |                               |                               |                               |                               |                               |
| Local (school district) ID<br>number                                                                                                        | MH Digital<br>Instructional<br>Materials on<br>ConnectED<br>Platform only<br>(AP Courses) |                               |                               |                               |                               |                               |                               |
| State ID number                                                                                                                             |                                                                                           |                               |                               |                               |                               |                               |                               |
| Provider/app assigned<br>student ID number                                                                                                  | X                                                                                         |                               |                               |                               |                               |                               |                               |
| Student app username                                                                                                                        | X                                                                                         |                               |                               |                               |                               |                               |                               |
| Student app passwords                                                                                                                       | X                                                                                         |                               |                               |                               |                               |                               |                               |
| <b>Student Name</b>                                                                                                                         |                                                                                           |                               |                               |                               |                               |                               |                               |
| First and/or last                                                                                                                           | X                                                                                         |                               |                               |                               |                               |                               |                               |
| <b>Student In App Performance</b>                                                                                                           |                                                                                           |                               |                               |                               |                               |                               |                               |
| Program/application<br>performance (e.g. typing<br>program – student types 60 wpm,<br>reading program – student reads<br>below grade level) | X                                                                                         |                               |                               |                               |                               |                               |                               |
| <b>Student Program Membership</b>                                                                                                           |                                                                                           |                               |                               |                               |                               |                               |                               |

| Category of Data /<br>Data Elements                                                       | MH<br>Instructional<br>Materials] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] | [enter<br>product(s)<br>name] |
|-------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Academic or<br>extracurricular activities a<br>student may belong to or<br>participate in |                                   |                               |                               |                               |                               |                               |                               |

## STANDARD STUDENT DATA PRIVACY AGREEMENT

Version 2.0

| Student Survey Responses                                     |                                                                  |  |  |  |  |  |  |
|--------------------------------------------------------------|------------------------------------------------------------------|--|--|--|--|--|--|
| Student responses to surveys or questionnaires               |                                                                  |  |  |  |  |  |  |
| Student Work                                                 |                                                                  |  |  |  |  |  |  |
| Student generated content; writing, pictures, etc.           | X                                                                |  |  |  |  |  |  |
| Other student work data                                      | X                                                                |  |  |  |  |  |  |
| <i>If 'Other' checked, please specify below checked box:</i> | Data generated by interacting with learning modules. no PI data. |  |  |  |  |  |  |
| Transcript                                                   |                                                                  |  |  |  |  |  |  |
| Student course grades                                        | X                                                                |  |  |  |  |  |  |
| Student course data                                          | X                                                                |  |  |  |  |  |  |
| Student course grades/performance scores                     | X                                                                |  |  |  |  |  |  |
| Other transcript data                                        |                                                                  |  |  |  |  |  |  |
| <i>If 'Other' checked, please specify below checked box:</i> |                                                                  |  |  |  |  |  |  |
| Transportation                                               |                                                                  |  |  |  |  |  |  |
| Student bus assignment                                       |                                                                  |  |  |  |  |  |  |
| Student pick up and/or drop off location                     |                                                                  |  |  |  |  |  |  |
| Student bus card ID number                                   |                                                                  |  |  |  |  |  |  |
| Other transportation data                                    |                                                                  |  |  |  |  |  |  |

|                                                                                                                                       |                                                                                  |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--|--|--|--|--|--|
| <i>If 'Other' checked, please specify below checked box:</i>                                                                          |                                                                                  |  |  |  |  |  |  |
| Other                                                                                                                                 |                                                                                  |  |  |  |  |  |  |
| Other data collected                                                                                                                  | X                                                                                |  |  |  |  |  |  |
| <i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i> | Student name, quiz results, assessment questions, gradebook data, message center |  |  |  |  |  |  |
| None                                                                                                                                  |                                                                                  |  |  |  |  |  |  |
| No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.             |                                                                                  |  |  |  |  |  |  |

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

N/A

## EXHIBIT C: DEFINITIONS

**Change of Control:** Any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

**Contextual Advertising:** Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

**De-Identified Data:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific student, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

**Data Breach:** An unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

**Educational Records:** Educational Records shall have the meaning set forth under FERPA 20 U.S. C. 12 32 g(a)(5)(A). For additional context see also the 'Student Data' definition.

**LEA:** For the purpose of this DPA, the LEA is the educational entity that is a Party to this Agreement. An LEA can be a state agency, an educational service agency, a charter school or school system or a private school or school system, in addition to the federal definition of Local Education Agency (LEA).

**Metadata:** Means information that provides meaning and context to other data being collected including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

**Originating LEA:** An educational entity otherwise meeting the definition of LEA that originally executes the DPA in its entirety (including the marked checkbox enabling Exhibit "E") with the Provider.

**School Official:** For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

**Service Agreement:** Refers to the quote, corresponding contract, purchase order or terms of service and/or terms of use.

**Student Data:** Student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed

to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De- Identified Data or anonymous usage data regarding a student's or LEA's use of Provider's Services.

**Student Generated Content:** The term "Student Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

**Subprocessor Agreement:** An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

**Subscribing LEA:** An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms by executing Exhibit "E".

**Targeted Advertising:** Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include Contextual Advertising.

## EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

**The Provider and the LEA must not fill in this form at the initiation of the DPA.**

The Provider shall act on Exhibit “D” from the designated representative of the LEA or their designee (Preamble or Exhibit “E” for Subscribing LEA).

**[Insert Name of District or LEA]** (“LEA”) instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

### 1. Extent of Disposition

☐ Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:

***[Insert categories of Student Data here]***

☐ Disposition is complete. Disposition extends to all Student Data.

### 2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of Student Data.

☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

***[Insert or attach special instructions]***

### 3. Timing of Disposition

Student Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ On Provider’s standard destruction schedule

☐ By ***[Insert Date]***

### 4. De-Identified Data

☐ The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.

As of ***[Insert Date]***

### 5. Other:

**Signature(s)**

**Notice of Verified Disposition of Data**

\_\_\_\_\_  
Authorized Representative of  
LEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of  
Provider

\_\_\_\_\_  
Date

## EXHIBIT E: GENERAL OFFERS OF TERMS

### Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms (“General Offer”) that they are bound by the same terms as the DPA between Provider and \_\_\_\_\_ (“**Originating LEA**”) dated \_\_\_\_\_.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA’s use of the Provider’s Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit “A” or Exhibit “B” in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum’s existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit “B”, the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to [ndpa\\_requests@A4L.org](mailto:ndpa_requests@A4L.org).

Subscribing LEAs shall send the signed Exhibit “E” to Provider at the following email address: [bidsandcontract@mheducation.com](mailto:bidsandcontract@mheducation.com)

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

#### RESOURCE NAME(S):

[ McGraw Hill LLC ]  
 [ ]  
 [ ]  
 [ ]

**PROVIDER:** [ Insert Name of Provider ]

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**Exhibit “E” (continued)**

Originating LEA: \_\_\_\_\_

Resource Names: \_\_\_\_\_

Provider Name: \_\_\_\_\_

**Page 2 of 2: [INSERT NAME] “SUBSCRIBING LEA”**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Originating LEA and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.\*\***

Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit “E”. The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: **[Insert Name of Subscribing LEA]**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

School District Name: \_\_\_\_\_

**Designated Representative of LEA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Notices to Subscribing LEA:** The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

**Security Notices to Subscribing LEA**

[ Subscribing LEA Security Name ]

[ Subscribing LEA Security Role ]

[ Subscribing LEA Security Postal Address ]

[ Subscribing LEA Security E-mail Address ]

[ Subscribing LEA Name ]

[ Subscribing LEA Role ]

[ Subscribing LEA Postal Address ]

[ Subscribing LEA E-mail Address ]

With a copy to (if provided):

[ Subscribing LEA Legal Counsel ]

[ Subscribing LEA Legal Counsel Postal Address ]

[ Subscribing LEA Legal Counsel E-mail Address ]

## EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

| FRAMEWORK(S) |                                                                                                          |
|--------------|----------------------------------------------------------------------------------------------------------|
|              | Global Education Security Standard - <a href="https://sdpc.a4l.org/gess/">https://sdpc.a4l.org/gess/</a> |
| X            | NIST Cybersecurity Framework (CSF)                                                                       |
| X            | NIST SP 800-53 Security and Privacy Controls for Information systems and organizations                   |
| X            | NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations   |
| X            | ISO 27000 series, Standards for implementing organization security and management practices              |
| X            | CIS Center for Internet Security Critical Security Controls                                              |
|              | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)                                             |

This space is provided for optional security programs and measures as noted in section 5.3:

## EXHIBIT G: Supplemental SDPC State Terms for [Virginia]

**LEA and Provider agree to the following additional or replacement terms and modifications:**

**Division Data** as referenced in Exhibit G includes all business, employment, operational and Personally Identifiable Information that LEA provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined below).

For purposes of this agreement, Student Data as defined in the DPA shall include any employee records and/or employee information that LEA provides to Provider, and the following definition of Student Data in the DPA shall be replaced with the following:

If applicable, student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, **employees**, students, or students' parents/guardians, for a school purpose, that is descriptive of the student **and/or employee** including, but not limited to, information in the student's Educational Record **and/or the employee's personnel record**, persistent unique identifiers, or any other information or identification number that would provide information about a specific student **and/or employee**. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De-Identified Data or anonymous usage data regarding a student's **or employee's** or LEA's use of Provider's Services.

In the event that Provider uses Artificial Intelligence in its platform and as a part of its services to Division, then any additional and/or third party terms and conditions shall not be applicable unless separately negotiated and added on as an Amendment to this Agreement.

**Provider must comply with all applicable provisions of Virginia law and the Code of Virginia including but not limited to the following:**

1. The requirements and operative definitions found in Code of Virginia § 22.1-289.01.
2. Virginia utilizes the FERPA definition of Personally Identifiable Information (PII).
3. Notification of Data Breach: In order to ensure the LEA's ability to comply with its reporting requirements under Virginia Code §2.2-5514(C), Provider shall provide initial notification to the LEA as soon as reasonably practical, and at a minimum within 48 clock hours, where the service provider reasonably expects or confirms Division Data may have been disclosed in a data breach. In addition to this initial notification, Provider shall comply with all relevant requirements and deadlines outlined in this DPA, Article V, Section 4: Data Breach.



## Attachment C

### Service Level Agreement

This Service Level Agreement (the “**SLA**”) sets forth MH’s service level obligations with respect to the Services provided pursuant to the Subscription Agreement by and between **McGraw Hill LLC (“MH”)** and the institution named in the Subscription Agreement (“**Subscriber**”) (the “**Agreement**”).

1. Definitions. Unless otherwise defined in this SLA, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1.1 “**Availability**”/ “**Available**” shall mean the time in which there are no Outages.

1.2 “**Average Aggregate Response Time**” means the total amount of time (measured in milliseconds) to complete a user inquiry transaction, measured from the receipt of the user inquiry.

1.3 “**Incident**” shall mean a problem with the MH Services provided under the Agreement (the “Services”) as more fully described in Section 4 below, to the extent such problem is not caused by an event or effect that cannot be reasonably foreseen or controlled by MH or a breach of the Agreement by Subscriber.

1.4 “**Outage**” means the occurrence and period of time of any Priority 1 Incident (each as defined in the Section entitled Incident Management Procedure below) immediately following the Initial Response SLA until such Incident is resolved. For the avoidance of doubt, an Outage shall exclude Scheduled Downtime and any downtime due to circumstances beyond MH’s control.

1.5 “**Scheduled Downtime**” shall mean the MH planned and approved time described in Section 2.2 below during which the Services are non-operational during a Standard Maintenance Period.

1.6 “**Standard Maintenance Period**” shall mean the maintenance period during which MH performs maintenance on the Services.

1.7 “**Total Minutes**” shall mean the total number of actual minutes in a calendar month.

2. Availability SLA

2.1 Service Availability. The Services will be Available for access by end users 99.9% of each calendar month during the term of the RFP 2000003962 - Social Studies Basal Resource Adoption Compliance with the Availability SLA will be measured on a calendar month basis. Availability will be calculated by dividing (i) the total number of minutes of Availability, by (ii) the Total Minutes in such month, and then multiplying that amount (the quotient) by 100.

2.2 Scheduled Downtime, if required, shall include a window for software maintenance usually planned to occur during days and times with lowest historical usage of the Service with no or minimal disruption of the Service.

3. **Average Aggregate Response Time.** The average response time will be less than five (5) seconds during any 1-hour period for MH server response to an inquiry to access the Service.

4. **Incident Management Procedure.** MH shall use commercially reasonable efforts to respond to Incidents in accordance with time intervals and other requirements corresponding to the applicable Incident Priority Levels set forth in the below table (each, an “Incident Response SLA”). Incident Priority Levels will be reasonably determined by MH in a manner consistent with the below descriptions. Subscriber shall provide commercially reasonable assistance to MH in connection with MH’s efforts to respond to an Incident, including, but not limited

to providing log files and reports to enable MH to replicate the Incident. Status updates shall be provided via the operational status webpage at <https://status.mcgrawhill.com> ("Status Updates").

| Incident Priority | Incident Description                                                                                                                                                                                                                                       | Response Time Service Level                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority 1:       | <ul style="list-style-type: none"> <li>Service is down or unavailable</li> </ul>                                                                                                                                                                           | <p>Provided that MH receives initial notification of the Priority 1 Incident during its Hours of Operation, MH will use commercially reasonable efforts to respond to and MH's engineers will use commercially reasonable efforts to commence efforts to fix Priority 1 Incident within 2 hours after such notification of such Incident. MH shall acknowledge receipt of Subscriber's initial notification of a Priority 1 Incident within 1 hour and shall provide Status Updates thereafter.</p> |
| Priority 2:       | <ul style="list-style-type: none"> <li>Service functionality is substantially impacted or significant Service performance degradation is experienced with high impact to Subscriber's business operations affecting 85% to 95% of the end users</li> </ul> | <p>Provided that MH receives initial notification of the Priority 2 Incidents during its Hours of Operation, MH will use commercially reasonable efforts to respond to and MH's engineers will use commercially reasonable efforts to commence efforts to fix Priority 2 Incidents no later than 12 hours after Subscriber's initial notification of such Incident. MH shall provide Status Updates thereafter.</p>                                                                                 |
| Priority 3:       | <ul style="list-style-type: none"> <li>There is a partial, non-critical impact to Service functionality or Service performance degradation with medium to low impact to Subscriber's business operations</li> </ul>                                        | <p>Provided that MH receives initial notification of Priority 3 Incidents during its Hours of Operation, MH will use commercially reasonable efforts to respond to Priority 3 Incidents no later than 48 hours after Subscriber's initial notification of such Incident, during MH's Hours of Operation (or during the next business day, if the Incident is</p>                                                                                                                                    |

| Incident Priority | Incident Description                                                                                                                                                                                                                                          | Response Time Service Level                                                                                      |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                   |                                                                                                                                                                                                                                                               | reported outside of MH's Hours of Operation). MH shall provide status updates thereafter.                        |
| Priority 4:       | <ul style="list-style-type: none"> <li>• Requests involving routine technical issues; or</li> <li>• Inquiries regarding Service capabilities; or</li> <li>• Notice of minor Service performance issues for which a fix or work around is available</li> </ul> | As may be available or as may be included in a future update or version of the software supporting the services. |

5. **Help Desk Services.** MH shall provide to Subscriber unlimited telephone and email support during the hours of operation set forth below (the "Hours of Operation") with respect to technical issues arising out of the Services, and to accept initial notifications and to respond to Incident related requests from Subscriber (the "Help Desk Services"). MH shall also be available to accept initial notifications and Incident related requests from Subscriber with respect to Priority 1 Incidents outside of MH's Hours of Operation by way of email.

ConnectED/OLP Service Support Hours of Operation and the Incident Reporting Phone number are listed at:

<https://mhedu.force.com/DTS/s/contactus>

Online Help: <https://mhedu.force.com/DTS/s/>

Monday - Friday 8 a.m. to 8 p.m. Eastern Standard Time

USA & Canada: [800-437-3715](tel:800-437-3715)

ALEKS Service Support Hours of Operation and the Incident Reporting Phone number are listed at:

<https://mhedu.force.com/aleks/s/alekscontactsupport>

Sunday 4 PM - 1 AM EST

Monday -Thursday 7 AM - 1 AM EST

Friday 7 AM - 9 PM EST

[+1 \(800\) 258-2374](tel:+18002582374)

Connect Service Support Hours and Operation and Incident Reporting Phone Number are listed at:

<https://mhedu.force.com/CXG/s/ContactUs>

#### EMAIL & LIVE CHAT

Sunday: 12 PM to 12 AM EST

Monday - Thursday: 24 hours EST

Friday: 12 AM to 9 PM EST

Saturday: 10 AM to 8 PM EST

#### PHONE

Sunday: 12 PM to 1 AM EST

Monday - Thursday: 8 AM to 1 AM EST

Friday: 8 AM to 9 PM EST

Saturday: 10 AM to 8 PM EST

**Attachment D****McGraw Hill Subscription Agreement Registration Page**

The Subscription Agreement (the “Agreement”) by and between McGraw Hill LLC (“McGraw Hill”) and the educational institution set forth below (“Subscriber,” “Customer” or “School”) consists of the following: (i) this Registration Page, (ii) the Terms of Service available on the McGraw Hill website and attached hereto as Exhibit A (the “Terms of Service”), (iii) any purchase order(s), and (iv) any written addenda or amendments to any of the foregoing that are agreed to by both parties. In the event of a conflict between the terms of this Registration Page and the Terms of Service, the terms of this Registration Page will control. The Agreement shall be effective as of the date on which McGraw Hill has signed below (the “Effective Date”).

1. **NAMES & ADDRESSES OF THE PARTIES:** McGraw Hill LLC, a limited liability company with an address at 8787 Orion Place, Columbus Ohio 43240 (“McGraw Hill”), and Fairfax County School Board, a with an address at 8115 Gatehouse Rd, Falls Church, VA 22042. (“Subscriber,” “Customer” or “School”).
2. **RELATIONSHIP OF THE PARTIES.** Subscriber’s End Users (as defined in the Terms of Service) will use certain online educational products and services (the “Services”) and related content provided by McGraw Hill in connection with courses offered by Subscriber. Subscriber and/or its End Users may provide personally identifiable information of the End Users to McGraw Hill in connection with accessing and using the Services. End Users that are instructors or administrators are required to agree to McGraw Hill’s Terms of Use and the Privacy Notice (each available on the McGraw Hill website and attached hereto as Exhibit B and Exhibit C, respectively) before accessing the Services.
3. **DATA PRIVACY AND SECURITY.** McGraw Hill maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by McGraw Hill in connection with provision of the Services to the End Users in accordance with the McGraw Hill Data Privacy and Security Guidelines (available on the McGraw Hill website and attached hereto as Exhibit D) and the Virginia Data Privacy Agreement.
4. **TERM.** The term of this Agreement shall be in accordance with the RFP 2000003962 - Social Studies Basal Resource Adoption.
5. **SUBSCRIBED MATERIALS.** By placing an order for the digital products set forth below (the “Subscribed Materials”), Subscriber agrees to be bound by the Terms of Service. Subject to Subscriber’s payment of the fees set out below, McGraw Hill hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of End Users that corresponds to the quantity of Subscribed Materials set forth below to access and use the Subscribed Materials under the terms described in the Terms of Service. The subscription term for the Subscribed Materials shall be as set forth in the Product Description below. If no subscription term is specified, the initial term shall be one (1) year from the Effective Date (the “Initial Subscription Term”), and thereafter shall renew for additional one (1) year terms (each a “Subscription Renewal Term” and together with the Initial Subscription Term, the “Subscription Term”), provided McGraw Hill has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber, and Subscriber has paid for such Subscription Renewal Term.
6. **PRODUCT PURCHASE.** Subscriber shall purchase the McGraw Hill products (the “Products”) set forth below at the prices set forth below.

| ISBN Number | Product Description | Price |
|-------------|---------------------|-------|
|-------------|---------------------|-------|

|                    |  |  |
|--------------------|--|--|
| McGraw Hill School |  |  |
|--------------------|--|--|

|                                        |  |  |
|----------------------------------------|--|--|
| Subscription Agreement<br>Rev 05-08-24 |  |  |
|----------------------------------------|--|--|

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

**Subscriber**

DocuSigned by:  
*Michelle Pratt*  
By: C14D4C9B7D1F422...  
Print Name: Michelle Pratt  
Title: Director, Office of Procurement Services  
Address: 8115 Gatehouse Rd., Suite 4400  
Falls Church, VA 22042

Date: \_\_\_\_\_

**McGraw Hill LLC**

*Kimberly Harvey*  
\_\_\_\_\_  
Kimberly A. Harvey  
VP Strategic Services  
  
8787 Orion Place  
Columbus, OH 43230

Date: July 23, 2025

## Attachment E

### Terms of Service

**If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).**

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill," "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

**These Terms of Service apply by placing an order and paying for the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution.**

1. **THE SOLUTION.** McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill will be made in accordance with Contract No. \_\_\_\_\_.
2. **ADDITIONAL TERMS.** All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.
3. **ADDITIONAL SERVICES.** McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber.

Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. **APPLICABLE PRIVACY LAW.** Subscriber and McGraw Hill are familiar with and agree to comply with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a 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. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services and shall be subject to written confidentiality and non-disclosure obligations that are no less stringent than those required of McGraw Hill. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.
5. **SUBSCRIBER DATA.** As between the parties, all information concerning Subscriber ("Subscriber Data") and Personally
6. Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement.  Subscriber is responsible for its requirements under COPPA and Applicable Privacy Law with respect to: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

**MCGRAW HILL USE OF SUBSCRIBER DATA.** As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable

Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **LOCATION OF SERVICES.** We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.
8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.
  1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
  2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

**TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service or Contract No. 4400013779. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on thirty

(30) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer.

10. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

11. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement or as required by applicable law, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

McGraw Hill is advised that Subscriber cannot maintain as confidential any information, data, or records that are not subject to exemption from disclosure under the Virginia Freedom of Information Act or similar law. This includes records or information that have not been properly designated by McGraw Hill as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F). McGraw Hill acknowledges and agrees that: (a) Subscriber is a "public body" within the meaning of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq. (the "Act"), and that public records in the possession of the Subscriber are subject to disclosure under the Act unless exempted by law; (b) in the event that McGraw Hill seeks confidential treatment for any information containing trade secrets or proprietary information that it wishes to transmit to the Subscriber, McGraw Hill will both (i) comply fully with the provisions of Va. Code § 2.2-4342(F), and (ii) conspicuously label all such records as "Confidential Information;" (c) provided McGraw Hill fulfills the foregoing obligations, the Subscriber will not disclose such records under the Act absent a court order to the contrary; and (d) the Subscriber's compliance with its disclosure obligations under the Act will in no event be deemed to breach or violate the Subscriber's obligations hereunder. In the event of conflict between the terms of this paragraph and any other provision of the contract, this paragraph will in all events govern and control.

- 12. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its TERMS. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). McGraw Hill warrants that it will ensure the does not intentionally provide Services do not that infringe any third-party intellectual rights, the Services are free from have viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed McGraw Hill warrants and represents the Services will be free from material defects in regard to the formats and specifications mutually agreed upon by the parties ("Defects"). If the Services contain a material Defect, McGraw Hill will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with McGraw Hill's then current support call process. Subscriber's sole and exclusive remedy for a breach of this warranty shall be McGraw Hill's cure or replacement of affected Services. All print materials published by McGraw Hill conform to N.A.S.T.A./M.S.S.T. manufacturing specifications. McGraw Hill's textbooks have reinforced bindings, and McGraw Hill guarantees its products from manufacturing defects 100% within the first 2 years of purchase. After inspecting product samples, should McGraw Hill determine any binding to be defective or unusable due to a manufacturing error within two years of purchase, McGraw Hill will replace it with a totally new textbook at our expense. After two years, defective books will be replaced on a pro-rated basis.. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (I) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (II) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III)

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES.

To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

13. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law. Notwithstanding the foregoing, there is no limitation of liability of McGraw Hill for: (a) claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of McGraw Hill or any employee of McGraw Hill; or (b) the intentional or willful misconduct, fraud, or recklessness of McGraw Hill or any employee of McGraw Hill.
14. **INDEMNIFICATION.** McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party.
15. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations

under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

## Attachment F

### McGraw Hill Terms of Use (last updated: May 2024)

**Notwithstanding any provision herein or elsewhere in Contract No. 4400013788, McGraw Hill agrees to provide FCSB with prompt notice and a reasonable opportunity to cure any purported violation of the Acceptable Use Policy ("AUP") and Privacy Policy before exercising any right it may have thereunder to suspend or terminate any Service to FCSB including FCSB's end-users, except in those circumstances where, in McGraw Hill reasonable discretion, it determines that an immediate suspension or termination is necessary in order to protect McGraw Hill from network or system damage, or from legal liability. Any provision in the AUP and the Privacy Policy imposing liability obligations upon FCSB for violations of the AUP and Privacy Policy will be enforceable if and to the extent permitted by applicable law, without waiver of FCSB's sovereign immunity.**

**If you are using McGraw Hill products or services as a member of an educational institution or business that has a separate written agreement with McGraw Hill incorporating substantially similar Terms of Use, that agreement will govern your use of the products or services and these terms and conditions as written below do not apply to you.**

#### McGraw Hill Terms of Use

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill" or "us" or "we"). You may agree to these Terms of Use by signing or entering into an ordering document with McGraw Hill that incorporates these Terms of Use. These Terms of Use, our [Privacy Notice](#) which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and McGraw Hill (collectively, this "Agreement").

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction and enrolled at an institution of higher education, you may accept these Terms of Use on your own behalf. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

### 1. PROPRIETARY SERVICES FOR REGISTERED USERS.

McGraw Hill operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by McGraw Hill (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. In order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

### 2. USER INFORMATION, COPPA.

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies regarding collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

### 3. INTELLECTUAL PROPERTY.

During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, McGraw Hill grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. McGraw Hill is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

### 4. ACCESS TO MCGRAW HILL CONTENT.

We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may access and use materials from the Services and/or the McGraw Hill Content only for your own personal study or research.

### 5. RESTRICTIONS ON USE.

Only you are to access the Services and/or the McGraw Hill Content using your username or password, and username/password sharing is not permitted. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You may not and agree that you will not (i) otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services /or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon; (ii) use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content; (iii) engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory; (iv) use, upload, or otherwise include the McGraw Hill Content or any output from the Services in any manner (x) in any artificial intelligence (AI) or machine learning technologies, algorithms, or models, or (y) in order to develop or train, test, or improve any AI or machine learning technologies, algorithms, or models; (v) disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards; (vi) reverse engineer the Services, or (vii) otherwise circumvent, disable, or interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill Content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

### 6. COMMUNICATIONS TO MCGRAW HILL.

Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential or personally identifiable information. Please refer to the [Privacy Notice](#) with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our [User Content Submission Agreement](#). You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create and market products, services, or derivative works from all non-personally identifiable submissions you provide to us (including ideas, concepts, know-how or techniques), in any media now known or hereafter devised.

The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that any Service Upload provided by you will conform to the Community Guidelines below. You grant McGraw Hill the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the McGraw Hill Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

## **7. COMMUNITY GUIDELINES.**

By using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. McGraw Hill may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and McGraw Hill may, but is not obligated to, report any of your communications or materials to your educational institution.

## **8. NO WARRANTIES.**

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE, PROVIDED THAT WE WILL NOT MAKE CHANGES THAT MATERIALLY, DETRIMENTALLY AND ADVERSELY IMPACT YOUR USE OF OUR SITES, WITHOUT YOUR WRITTEN CONSENT

## **ADDITIONAL DISCLAIMERS FOR USERS OF MCGRAW HILL PROFESSIONAL'S MEDICAL, ENGINEERING OR SCIENCES SERVICES:**

MEDICINE AND OTHER SCIENTIFIC FIELDS, INCLUDING PROFESSIONAL STANDARDS, ARE EVER-CHANGING. FOR EXAMPLE, AS NEW RESEARCH AND CLINICAL EXPERIENCE BROADEN KNOWLEDGE, CHANGES IN TREATMENT AND DRUG THERAPY ARE REQUIRED. MCGRAW HILL AND OUR LICENSORS HAVE USED SOURCES BELIEVED TO BE RELIABLE IN THEIR EFFORTS TO PROVIDE INFORMATION THAT IS COMPLETE AND GENERALLY IN ACCORD WITH THE STANDARDS ACCEPTED AT THE TIME OF PUBLICATION. HOWEVER, NEITHER MCGRAW HILL NOR OUR LICENSORS WARRANTS THAT THE INFORMATION CONTAINED IN THE SITE OR THE CONTENT IS IN EVERY RESPECT ACCURATE OR COMPLETE AND ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR THE RESULTS OBTAINED FROM YOUR USE OF SUCH INFORMATION. YOU ARE ENCOURAGED TO CONFIRM THE INFORMATION CONTAINED IN THE SITE WITH OTHER SOURCES. FOR EXAMPLE, YOU ARE ADVISED TO CHECK THE PRODUCT INFORMATION SHEET INCLUDED IN THE PACKAGE OF EACH DRUG YOU PLAN TO ADMINISTER TO BE CERTAIN OF THE ACCURACY OF SITE INFORMATION AND THAT NO CHANGES HAVE BEEN MADE IN THE RECOMMENDED DOSE OR IN THE CONTRAINDICATIONS FOR ADMINISTRATION. THIS RECOMMENDATION IS PARTICULARLY IMPORTANT IN CONNECTION WITH NEW OR INFREQUENTLY USED DRUGS.

**Not Medical or Technical Advice.** Our Services are intended to provide you with concise initial reference information and are not intended as a complete reference resource. For example, a Service may not include information concerning every therapeutic agent, laboratory or diagnostic test or procedure available. The information in the Services is intended for educational purposes only and is not intended as a substitute for individual assessment and advice of a licensed professional based on individual patient examination and consideration of necessary factors. Neither McGraw Hill nor our third-party providers or licensors directly or indirectly practice medicine or dispense medical or other engineering or scientific services and, as such, we and they assume no liability for data contained in the Services. You assume full responsibility for your appropriate use of any information contained in the Services.

**Liability.** Notwithstanding Section 11 below, for McGraw Hill Professional Services, IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU FOR USE OF THE SITE, CONTENT OR SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS.

## 9. EXTERNAL WEBSITES.

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services, and you will be governed by the External Website's license or usage terms when you use the External Website or services provided thereby. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

## 10. LIABILITY.

IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, there is no limitation of liability of McGraw Hill for: (a) claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of McGraw Hill or any employee of McGraw Hill; or (b) the intentional or willful misconduct, fraud, or recklessness of McGraw Hill or any employee of McGraw Hill.

## 11. DMCA NOTIFICATION.

We respect the intellectual property rights of others and require that the people who use our Sites do the same. The Digital Millennium Copyright Act of 1998 17 U.S.C. § 512 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 1325 Ave. of the Americas, New York, NY 10019. Notices of the claimed infringement should include the following information: (a) your address,

telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **12. COMPLIANCE WITH APPLICABLE LAWS, NOT FOR RESALE OR EXPORT.**

We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that your licensed use of our Services is for your own use, not for resale, export, re-export, or transfer. Your purchase is subject to, and you are responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Your license to our Services may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.

## **13. CHANGES TO TERMS.**

McGraw Hill may change these Terms of Use from time to time but, unless required by law, we will not make changes that materially, detrimentally and adversely impact your rights hereunder, without your written consent. When these changes are made, we will make a new version available through the Services. You understand and agree that your use of the Services after the date on which these Terms have changed constitutes your acceptance of the updated Terms.

## **14. TERMINATION OF THE AGREEMENT.**

We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites if you violate these Terms of Use. We further reserve the right to discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. We will (when reasonably feasible) make reasonable efforts to notify end users with active licenses for use of the Services of significant changes to the Services.

## **15. MISCELLANEOUS.**

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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**Attachment G**

# End-User Privacy Notice Version 11

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McGraw Hill. will not make any changes to the AUP, the Privacy Policy, or any other policy and terms ("McGraw Hill. Policies") during the term that will, individually or in the aggregate, materially and adversely impact FCSB's use of the Services, or materially and adversely diminish McGraw Hill obligations to Customer and McGraw Hill. end-users under Contract No. 4400013788, except to the extent expressly required under any laws, rules, or regulations applicable to the Services provided hereunder. In the event of a conflict between any other contract documents in Contract No. 4400013788 and any term or provision in a McGraw Hill. Policy, the documents as listed in the order of precedence from the Memorandum of Negotiations will govern and control.

## Introduction

As a global leader in providing digital learning systems for educators and students, McGraw Hill is deeply committed to protecting the privacy of our end users. Whether you are using Connect, ConnectEd, Engrade or any of our other solutions, we collect Personally Identifiable Information that we use to provide, maintain and improve the solution. We are providing the below information so that you can understand how we protect and use your information. If you are under 18, we suggest that you review this information with your parents.

This information applies to all end users of our digital learning system. Since McGraw Hill is a service provider to your institution, your institution Educational institutions are best able to provide you with a full understanding of their privacy practices and more information on how their end user's Personally Identifiable Information (PII) is collected, shared, and used. To obtain more detailed information about how PII is collected, used, and shared by your educational institution, please contact the appropriate individual at that institution.

In limited circumstances, end users may also be customers of McGraw Hill and McGraw Hill may market to them as a customer. For example, end users may purchase products or create personal accounts in our web sites. In these circumstances, they would be treated as a customer. For more information on how your data is used as a customer, please review the Customer Data Privacy Notice. By contrast, this End User Data Privacy Notice applies to end users with respect to the information collected and processed as part of a course of instruction within the digital learning solution as determined by their educational institution or employer. Aggregated de-identified end user PII is leveraged by McGraw Hill to improve existing or develop new educational products and services.

McGraw Hill is a global organization. We follow privacy laws and regulations that are applicable to our company and our services in the areas where we do business. Should our privacy practices change, we will update it here, but more importantly, we will notify your educational institution in writing and obtain their consent before implementing any material impact to your privacy rights.

## What is Personal Information?

Personally identifiable information, or PII, is any information relating to an identified or identifiable natural person ("data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a 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.

## What Personal Information do we collect?

**We collect PII, such as contact information and education details, in order to provide you with the product and/or service requested.**

We only collect the information required to provide, maintain and improve the digital learning solution you use. When you register, or are registered within one of our digital learning solutions, we collect your name, school, instructor, class, and login information. Once you begin using one of our solutions, we collect your input to questions, technical specifications, and other information about how you use the solution. You are not required to provide PII; however, in order to use certain services, we may need to collect certain PII for that service to function properly or for us to provide you with requested information.

Depending on the product, the PII we collect includes information from the following categories:

1. Name, initials, and personal or business-related contact information
2. For our digital learning systems, we collect your name/initials and contact information when you create an account. However, we collect additional PII, or confirm existing PII, if you contact customer service with an issue or question.
3. Education & professional information
4. For some digital learning systems, we collect PII related to your position as an educator or student. This includes the state, district, name of school, courses, etc.
5. In some instances, we collect PII from third parties who provide single-sign-on functions via Learning Management Systems or related tools.

**We automatically collect computer metadata and content to provide, improve, and maintain our products and services.**

When you use our digital learning systems, we automatically collect certain information from you through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent.

Third parties also collect information automatically from you across websites and over time through the use of their own cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the digital learning system, as well as customize, maintain, and improve our digital learning systems. You may disable cookies via your browser or third party mechanisms. However, some features of our digital learning systems may not function properly without them. Third party cookies that we use include Google Analytics and Webtrends.

If you choose to communicate with or receive communications through our services via phone, text, chat, email, or any other platform for technical support, customer service, or other assistance, those interactions may be recorded and monitored to deliver the solution or information requested by you.

## **How do we use personal information?**

As mentioned above, we use your information to provide you with the digital learning solution on behalf of your school, in order to meet our contractual obligation to you or your school with respect to the service. For example, to assist with identifying users across products and providing consistent service and to enable sharing of data between our products and your school's learning management system.

We will also process your PII to meet our legitimate interests, for example to improve the quality of services and products.

Except as described in this notice, we limit the use, collection, and disclosure of your PII to the minimum level necessary to deliver the service or information requested by you or your institution. We do not collect, use, or disclose PII that is not reasonably related to a legitimate business purpose necessary to serve you. Your information may also be used in order to maintain and/or improve our services.

Some of our digital learning solutions will use your previous responses to customize your learning experience. This customization is designed to ensure the best possible learning environment for a student without directly driving any determinative outcome.

Provision of your PII may be necessary in order to use the chosen digital learning solution. Failure to provide us with your PII may preclude you from using the digital learning solution.

## **Do we sell end-user personal information or use it for marketing purposes?**

**We will not sell end user PII or use information from educational records for marketing purposes.**

We will not sell PII to other organizations, nor will we market to students using the information from their educational records (education records are defined as records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution).

## When do we share personal information?

**In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.**

1. Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the service to you. These third-party business partners include cloud service providers, learning management systems (LMS), other educational software providers, etc. These business partners will be given limited access to the PII that is reasonably necessary to deliver the service, and we will require that such third parties follow the same privacy and security practices as McGraw Hill.
2. Business Transfer – In the event of a sale, merger or acquisition, we will be able to transfer your PII to a separate entity. We will require this entity to use your PII only for authorized purposes and by authorized persons in a manner consistent with the choices end users have made under this notice, and that security, integrity, and privacy of your PII is maintained.
3. Agents/Service providers – We hire other companies to perform certain business-related functions on our behalf and according to our instructions. For example, we provide your PII to service providers that host our platform data in the cloud (e.g., AWS).
4. Affiliates – McGraw Hill is a global corporation that consists of multiple organizations. We share your PII between organizations within McGraw Hill to provide, maintain, and improve our products and services. A list of the companies within the McGraw Hill group is available [here](#).
5. Educational Institutions / Corporation – As we provide products and services to your institution / corporation, we share your data with approved individuals such as administrators or educators.
6. Law Enforcement – In the event that McGraw Hill receives a legal demand for end user data from a law enforcement agency, that request will only be honored if:
  0. The request complies with all laws and clearly establishes the legal need for disclosure.
  1. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
  2. Whenever legally permissible, users shall receive notice that their information is being requested.

McGraw Hill reserves the right to disclose to third parties non-personally identifiable information about our users and their use of the McGraw Hill services. For example, McGraw Hill may disclose aggregate data about the overall patterns or demographics of the users of the McGraw Hill products or services.

## What rights do you have around your personal information?

**As an end-user, you may have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of, and erase your personal information.**

If you are or were a student, instructor, or administrator at an educational institution using a McGraw Hill digital product, you must direct any requests to exercise your data subject rights to the appropriate representative at your institution. Otherwise, you may reach out to McGraw Hill directly on the requests below:

1. Access and rectification – We strive to ensure that the PII we have about you is accurate and current. You may obtain confirmation as to whether or not PII concerning you exists, regardless of whether PII has already been recorded, and be communicated such information in a readily understandable form.
2. Choice & Objection to processing – With limited exceptions, you may choose to change how we use your PII at any time. However, if the PII is required in order to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service. You may object, in whole or in part, on legitimate grounds, to the processing of your PII, even where such processing is relevant to the purpose of the collection. Please know that if we do receive a request to objection to the further processing of your information, you may no longer be able to access or use the digital learning solution.
3. Withdraw consent – Your educational institution is responsible for obtaining your consent, where required. McGraw Hill obtains consent from your institution to collect, process, and store your PII.
4. Restriction of processing: In specific cases (e.g., if you challenge the accuracy of the PII, while this is being checked), you can request a restriction on the processing of your PII, which can only be processed to file or defend claims.
5. Information – You have the right to be informed a) of the source of the PII; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if processing is carried out with the help of electronic means; d) of the identity of the data controller and data processors; and e) of the entities or categories of entities to whom the PII may be communicated and who may have access to such PII in their capacity as data processor(s) or person(s) in charge of the processing.
6. Data portability – You have the right to export your PII from our systems in a readily accessible file type.
7. Erasure – You may request erasure, anonymization or blocking of a) PII that have been processed unlawfully; b) PII whose retention is unnecessary for the purposes for which it has been collected or subsequently processed. You can obtain certification to the effect that such operations, as well as their contents, have been notified to the entities to whom the data were communicated, unless this requirement proves impossible or involves a manifestly disproportionate effort. Since your educational institution has hired us to manage this information for them, we ask that you or your parent make any request to delete your information directly to your school. Please know that if we do receive a request to delete your

information, you may no longer be able to access or use the digital learning solution.

## **How do we protect personal information?**

**Our IT security team has established industry standard security measures to protect your PII from unauthorized access and use.**

McGraw Hill takes reasonable precautions to protect your information. When you submit PII via the digital learning system, your information is protected both online and off-line. McGraw Hill utilizes reasonable security measures to protect the security and confidentiality of your PII from unauthorized access and use.

## **How long do we retain personal information?**

We will retain your data for the minimum amount of time necessary to accomplish the purpose for which it was collected, and thereafter no longer than is permitted under McGraw Hill's data retention policies. We will retain and use your data as necessary to comply with our obligations, resolve disputes and enforce agreements.

For information on the retention period that applies, reach out to the Privacy Office by emailing [privacy@mheducation.com](mailto:privacy@mheducation.com) or calling +1-646-766-3199.

## **When do we transfer personal information overseas?**

**McGraw Hill is a global organization. Depending on your location, and the product or service, your information may be stored and processed within secure data centers at one or many of our locations. McGraw Hill has committed to meeting the requirements of local data protection laws, including EU law, to the extent required. If your data is stored locally, then your local laws prevail.**

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. To comply with privacy laws in the European Union, we have implemented appropriate contracts for the international transfer of PII, on the basis of the standard contractual clauses approved by the European Commission and other international models as required by local law, to provide a legal mechanism for transferring data to McGraw Hill locations globally. For more information on the aforementioned model contracts and how to obtain a copy of the contract, please contact the Privacy Office at [privacy@mheducation.com](mailto:privacy@mheducation.com) or +1-646-766-3199.

## **U.S. K-12 Student Privacy Pledge**

McGraw Hill is a signatory to the Student Privacy Pledge and is committed to protecting student information. If a materially adverse change is made to this notice, we will notify your educational institution and seek their consent for this change.

Version 2.0 2/15/2022, 2:26:40 PM

## Attachment H

**McGraw Hill Data Privacy and Security Guidelines**

This Data Privacy and Security Guidelines (“**DPSG**” or “**Security Guidelines**”) document sets forth the duties and obligations of McGraw Hill (defined below) with respect to Personal Information (defined below). In the event of any inconsistencies between the DPSG and the Agreement (defined below), the parties agree that the DPSG will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

## 1. Definitions.

- a. **"Agreement"** means the Agreement for the Services between the McGraw Hill LLC entity (“**McGraw Hill**”) and Subscriber incorporating the Privacy Notice to which these Security Guidelines are referenced and made a part thereof.
- b. **"Applicable Laws"** means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personal Information.
- c. **"End User Data"** means the data provided to or collected by McGraw Hill in connection with McGraw Hill’s obligations to provide the Services under the Agreement.
- d. **"Personal Information"** means information provided to McGraw Hill in connection with McGraw Hill’s obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, Personal Information does not include aggregate, anonymized data derived from an identified or identifiable individual.
- e. **"Processing of Personal Information"** means any operation or set of operations which is performed upon Personal Information, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
- f. **"Third Party"** means any entity (including, without limitation, any affiliate, subsidiary and parent of McGraw Hill) that is acting on behalf of, and is authorized by, McGraw Hill to receive and use Personal Information in connection with McGraw Hill’s obligations to provide the Services.
- g. **"Security Incident"** means a confirmed, unsecured, unlawful access to, acquisition of, disclosure of, loss, or use of Personal Information which poses a significant risk of financial, reputational or other harm to the affected End User or Subscriber.
- h. **"Services"** means any services and/or products provided by McGraw Hill in accordance with the Agreement.

## 2. Confidentiality and Non-Use; Consents.

- a. McGraw Hill agrees that the Personal Information is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or this DPSG, McGraw Hill shall not Process Personal Information for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.
- b. McGraw Hill shall maintain Personal Information confidential, in accordance with the terms set forth in this Security Guidelines and Applicable Laws. McGraw Hill shall require all of its employees authorized by McGraw Hill to access Personal Information and all Third Parties to comply with (i) limitations consistent with the foregoing, and (ii) all Applicable Laws.
- c. Subscriber represents and warrants that in connection with any Personal Information provided directly by Subscriber to McGraw Hill, Subscriber shall be solely responsible for (i) notifying End

Users that McGraw Hill will Process their Personal Information in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

3. Data Security.

McGraw Hill shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of Personal Information. McGraw Hill's security measures include the following:

- a. Access to Personal Information is restricted solely to McGraw Hill's staff who need such access to carry out the responsibilities of McGraw Hill under the Agreement.
- b. Access to computer applications and Personal Information are managed through appropriate user ID/password procedures.
- c. Access to Personal Information is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber's responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such Personal Information).
- d. Data is encrypted in transmission (including via web interface) and at rest at no less than 256-bit level encryption.
- e. McGraw Hill or a McGraw Hill authorized party performs a security scan of the application, computer systems and network housing Personal Information using a commercially available security scanning system on a periodic basis.

4. Security Incident.

- a. In the event of a Security Incident, McGraw Hill shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident, (ii) timely provide any notifications to Subscriber or individuals affected by the Security Incident that McGraw Hill is required by law, subject to applicable confidentiality obligations and to the extent allowed and/or required by and not prohibited by Applicable Laws or law enforcement.
- b. Except to the extent prohibited by Applicable Laws or law enforcement, McGraw Hill shall, upon Subscriber's written request and to the extent available, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.

5. Security Questionnaire.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill shall respond to security questionnaires provided by Subscriber, with regard to McGraw Hill's information security program applicable to the Services, provided that such information is available in the ordinary course of business for McGraw Hill and it is not subject to any restrictions pursuant to McGraw Hill's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise McGraw Hill's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall McGraw Hill be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of McGraw Hill and shall be treated as such by the Subscriber.

6. Security Audit.

Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, McGraw Hill's data security measures may be reviewed by Subscriber through an informal audit of policies and procedures or through an independent auditor's inspection of security methods used within McGraw Hill's infrastructure, storage, and other physical security, any such audit to be at Subscriber's sole expense and subject to a mutually agreeable confidentiality agreement and at mutually agreeable timing, or, alternatively, McGraw Hill may provide Subscriber with a copy of any third party audit that McGraw Hill may have commissioned.

7. Records Retention and Disposal.

- a. Subscriber may access, correct, and delete any Personal Information in McGraw Hill's possession by submitting McGraw Hill's Personal Information Request Form:  
<https://www.mheducation.com/privacy/privacy-request-form>.
- b. McGraw Hill will use commercially reasonable efforts to retain End User Data in accordance with McGraw Hill's End User Data retention policies.