



LinkIt! Privacy and Data Security Policy

Background

In an effort to create complete transparency around Company policies that govern the collection, disclosure, and use of student's personally identifiable information (PII), LinkIt! has adopted a five-point privacy and data security policy as outlined herein. This policy is accessible for review by schools, parents, and students at our company [website](http://www.linkit.com) at www.linkit.com. The policy may be updated from time to time. To the extent required by law, (i) such changes will be reflected on the company website and (ii) will be emailed to all users that have provided an email address for such notification purposes. Users that do not wish to consent to the Privacy Policy changes may opt out by replying to privacy@linkit.com.

Statement 1. - Data Access & Sharing

LinkIt! agrees that any PII data exchanged, to the extent not de-identified, shall be used expressly and solely for the purposes of monitoring student performance data to facilitate instructional improvement. Such PII data, *to the extent not de-identified*, shall not be distributed, repurposed, or shared across other applications, environments, or Company business units. As required by Federal and State law, LinkIt! further agrees that no PII data of any kind, to the extent not de-identified, shall be revealed, transmitted, exchanged, or otherwise passed to other vendors or interested parties without the express written consent of the contracting LEA, unless such vendor, interested party or other third party is a contractor or subcontractor of Licensor, and Licensor will be responsible for such third party's maintaining the confidentiality requirements and privacy statement obligations as Licensor with respect to such confidential and personally identifiable student information. For the avoidance of doubt, the foregoing shall not prohibit LinkIt! (or such permitted third parties) from the use of non-PII data and any PII data that is in sufficiently de-identified form to the extent permitted by applicable law for any and all purposes, including without limitation for research, development and marketing purposes. The obligations outlined herein shall survive termination of any agreement with LinkIt! and/or any transition to a successor entity as a result of a merger, acquisition, or other corporate transition involving a change of a majority of the voting control of the Company's capital stock. For avoidance of doubt, the successor entity shall agree to abide by this same Privacy Pledge to which LinkIt! is committing itself.

Statement 2. - Data Security & Accuracy

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

Statement 3. - Legal Compliance

LinkIt! agrees to comply with any and all State and Federal Laws, including but not limited to FERPA and COPPA, that require the notification of individuals in the event of unauthorized release of personally identifiable information or other

event requiring notification. In the event of a breach of any of LinkIt!'s security obligations or other event requiring notification under applicable law, LinkIt! agrees to notify impacted LEAs immediately and assume responsibility for informing all such individuals in accordance with applicable law.

Statement 4. - Incident Response & Notification

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

Statement 5. - End of Services/Wind Down Policy

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