

June 9, 2021

Socrative
1400, 10117 Jasper Avenue
Edmonton, AB T5J 1W8



Re: Illinois Student Online Personal Protection Act (105 ILCS 85) student data requirements for educational technology software used in Illinois schools.

Dear Colin Bramm,

Illinois State University ("ISU"), a public Illinois university, is a body corporate and politic of the State of Illinois. ISU includes two laboratory schools: Thomas Metcalf School (Grades: PreK – 8) and University High School (Grades 9-12) ("University Laboratory Schools"). The University Laboratory Schools are using the software, **Socrative**, as part of instructional activities and would like to continue to do so. There is a new Illinois law, named the Student Online Personal Protection Act, 105 ILCS 85, ("SOPPA"), that establishes new student data privacy requirements for providers (or operators) of educational technology. Information and resources about SOPPA are available from multiple sources including the Illinois Student Privacy Alliance (www.sdpc.a4l.org) and the Learning Technology Center of Illinois (<https://lrcillinois.org/services/dataprivacy/>). In addition, a copy of the law can be accessed on the Illinois legislature [website](#).

The purpose of this letter is to update and modify the terms/conditions and privacy policy for the software consistent with the requirements of SOPPA and other Illinois law. The University, as a public Illinois university, is also subject to the Illinois Procurement Code requirements, which require vendors to make certain required certifications.

The revised provisions of SOPPA become effective July 1, 2021. The primary requirements for vendors/operators include:

- Prohibitions against vendor/operators to use student data to engage in targeted advertising on behalf of the vendor/operator, against amassing student data profiles for commercial purposes, selling/renting student data, or disclosing student data to third-parties for purposes unrelated to the contract.
- Vendor/operator must maintain reasonable security procedures/practices appropriate to the nature of any data retained or collected by the vendor/operator, including appropriate procedures to respond in the event of a breach of security such as a 30-day notice obligation.
- A requirement that vendor/operators comply with federal and state student privacy protections, including the Family Educational Rights and Privacy Act (20 USC 1232g) and the Illinois School Student Records Act (105 ILCS 110).
- Appropriate procedures to return or delete student data.

ISU proposes to modify the software terms and conditions (attached at Attachment 1) to include an addendum incorporating SOPPA, Illinois Procurement Code, and ISU requirements (attached at Attachment 2). SOPPA requires that public schools must make copies of written agreements with operators available on the school's websites.

If you have any questions or proposed modifications to these terms, please contact Stacy Brown, Procurement Manager for Technology and General Purchases, Illinois State University Purchasing Department at 100 South Fell Ave., Normal, Illinois 61761, by phone at 309-438-1045 or by e-mail at ISUPurchasing@ilstu.edu. If the proposed terms and conditions are acceptable, please sign the letter below and return the executed contract to ISUPurchasing@ilstu.edu.

Sincerely,



Ernest Olson
Director of Purchases

Vendor Acceptance of University Laboratory School Software Addendum

The individual signing this Agreement represents and warrants they the Agreement (including the Vendors Terms & Conditions as amended by the University Laboratory School Software Addendum is acceptable. The individual represents and warrants they are authorized to sign this Addendum on behalf of the named Vendor/Operator.

Acknowledged & Accepted:

Vendor / Operator Signature:



June 12, 2021

Signature

Date

Colin Bramm, CEO and Cofounder, Showbie Inc.

Print Name & Title

cc: University Laboratory Schools, labschools@ilstu.edu
Illinois State University Purchasing, ISUPurchasing@ilstu.edu

Terms & Conditions of Service

 [socrative.com/terms-of-use](https://www.socrative.com/terms-of-use)

THESE TERMS & CONDITIONS OF SERVICE (“**TERMS**“) ARE A LEGAL CONTRACT BETWEEN YOU (“**YOU**” OR “**YOUR**“) AND SHOWBIE INC. OR SHOWBIE US INC., AS APPLICABLE, (“**SOCRATIVE**“, “**OUR**” OR “**US**“). THESE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.SOCRATIVE.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO WWW.SOCRATIVE.COM BY SOCRATIVE, ITS SUBSIDIARIES, AND AFFILIATED COMPANIES (COLLECTIVELY, THE “**SITE**“); THE SERVICES MADE AVAILABLE ON OR THROUGH THIS SITE (COLLECTIVELY, THE “**SERVICES**“); AND ANY SOFTWARE THAT SOCRATIVE PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SERVICES FROM A MOBILE DEVICE (A “**MOBILE APPLICATION**“). BY USING THIS SITE AND THE SERVICES, YOU ARE AGREEING TO ALL THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE, OR ANY INFORMATION CONTAINED ON THIS SITE.

IN ADDITION TO THESE TERMS, YOUR USE OF CERTAIN SERVICES, FEATURES AND CONTENT MADE AVAILABLE ON OR THROUGH THE SITE MAY BE SUBJECT TO ADDITIONAL OR OTHER TERMS AND CONDITIONS; IN SUCH CASE YOU WILL BE NOTIFIED AND YOU WILL HAVE AN OPPORTUNITY TO REVIEW SUCH ADDITIONAL TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER, THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH SOCRATIVE. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Age Restrictions.

You may only use the Site and Services if you are: (i) at least 13 years of age; or (ii) if you are under 13 years of age, with the consent of your teacher or a legal parent or guardian. By using the Site and Services, you hereby represent and warrant that you are at least 13 years of age or, if you are under 13 years of age, that you have the consent of your teacher, legal parent, or guardian to use the Site and Services.

IF YOU REGISTER, APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY STUDENT, YOU REPRESENT AND WARRANT THAT YOU ARE THAT STUDENT’S LEGAL PARENT OR GUARDIAN; OR, IF YOU ARE A TEACHER OR SCHOOL, THAT YOU HAVE THE AUTHORITY TO CONSENT TO SUCH STUDENT’S

USE OF THE SITE AND SERVICES, AND YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH STUDENT, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE AND SERVICES BY SUCH STUDENT.

Verification of Identity.

You acknowledge that we may choose, but are not obligated, to make any inquiries, either directly or through third parties, that we deem necessary to validate any user's registration information, including without limitation engaging third parties to provide identity or other verification services. Socrative reserves all rights to take legal action against anyone who misrepresents personal information or is otherwise untruthful about their identity in connection with their use of the Services. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT SOCRATIVE CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER, OR THE IDENTITY OF ANY USER WHO CHOOSES TO USE THE SERVICES, AND WE ARE NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER.

Teachers and Educators.

If you are a teacher or educator in the United States, and will use the Socrative Services as an education tool, please read this section carefully. The Children's Online Privacy Protection Act ("COPPA") requires that Socrative obtain consent prior to the collection, use, and disclosure of information from children under 13. If you have students under 13 and would like those students to use the Socrative Services as a classroom tool, you are responsible for using the Services in accordance with COPPA. By using the Socrative Services, you expressly consent to the collection, use, and disclosure of personal information as set forth in our COPPA Privacy Policy, available at <https://socrative.com/privacy.html>, from those of your students under 13 that use Socrative Services as a classroom tool. You also agree to use the Socrative Services and any information you collect from children via the Socrative Services in accordance with our COPPA Policy, COPPA, and all applicable laws. You represent, warrant, and covenant that you, as a teacher, educator, or school, have the authority to use the Socrative Services as a classroom tool. You also agree that you will not use Socrative Services with any children under 13 years old, unless you are the teacher or an authorized representative of that child's school with authority to consent to the collection use and disclosure of personal information from such child in the context of your classroom or school.

Changes.

Socrative may make changes to the content and Services offered on or through the Site at any time. Socrative may also change, update, add, or remove provisions of these Terms at any time. If we change these Terms, we will use commercially reasonable efforts to notify you of such changes; for example, we may send you an email if you have registered with us to use our Services, or we may post a notice on the Site indicating that we changed our Terms.

However, it is your responsibility to periodically check on the Site to see if these Terms have changed. By using this Site after Socrative has updated these Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site and Services.

General Use.

Socrative provides content through the Site and Services that is copyrighted and/or trademarked work of Socrative, of Socrative's third-party licensors and suppliers, or of other users of the Services (collectively, the "Materials"). Materials may include without limitation, logos, graphics, video, images, software, and other content. Without limiting the foregoing, all lessons, exercises, games, blog, message board content, and related educational information made available on the Site and/or through the Services and all associated intellectual property and other proprietary rights are owned by Socrative, its third party licensors and suppliers, or other users of the Services, except that you retain ownership of any Submissions that you have provided as described below in these Term.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Socrative hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site and the Services solely for your personal educational use, which in the case of Teachers (as defined below) includes use for the benefits of each Teacher's Students (as defined below). Except for the foregoing license and the rights you retain to Submissions that you have provided, you have no other rights in the Site, Services, or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site, Services, or Materials, or any part thereof, in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials and refrain from any further use of the Site, Services, and Materials.

Mobile Applications.

Socrative makes available Mobile Applications to access the Site and Services via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. Socrative does not warrant that the Mobile Application will be compatible with your mobile device. Socrative hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you (or to the extent legally required in the case of children, owned or leased on your behalf by your Parent or Teacher) for your personal use.

You shall not (and you shall not permit or induce any third party to): (i) modify, disassemble, decompile, or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law, and in such case, solely to the extent permitted by

applicable law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete any copyright and/or other proprietary rights notices on the Mobile Application.

You acknowledge and agree that Socrative may from time-to-time, and in its sole discretion, issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Socrative and its affiliates, third party licensors, and/or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application for which you are solely responsible.

The following additional terms and conditions apply with respect to any Mobile Application that Socrative may, in its sole discretion, now or in the future, provide to you designed for use on an Apple iOS-powered mobile device (an “**iOS App**“):

- You acknowledge that these Terms are between you and Socrative only, and not with Apple, Inc. (“Apple”).
- Your use of Socrative’s iOS App must comply with Apple’s then-current App Store Terms of Services.
- Socrative, and not Apple, is solely responsible for our iOS App and the Services and Materials available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that Socrative, and not Apple, is responsible for addressing any claims by you or any third party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. All such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Socrative, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.

- You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Socrative’s iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Socrative may, in its sole discretion, now or in the future, provide to you designed for use on an Android-powered mobile device (an “**Android App**“):

- You acknowledge that these Terms are between you and Socrative only, and not with Google, Inc. (“**Google**“).
- Your use of Socrative’s Android App must comply with Google’s then-current Android Market Terms of Services.
- Google is only a provider of the Android Market where you obtained the Android App. Socrative, and not Google, is solely responsible for Socrative’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to Socrative’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to these Terms as they relate to Socrative’s Android App.

Registering to Use the Site and Services.

You do not need to register with Socrative to simply visit and view the Site, and you will be able to see a preview of lessons for Students and the Teacher dashboard without registration. However, in order to use the Services and Materials offered on and through the Site, Teachers must register with Socrative to create an account.

Teacher Registration. You are only permitted to use the Services as a teacher user (“**Teacher**“) on condition that you are a teacher, teacher-assistant, or similar educational professional who is employed by the school that the Student attends. The Services may grant different permissions to teachers on the one hand and teacher-assistants and similar educational professionals on the other. Once you complete the registration process, the Services may enable you to send invitations to your Students via email, inviting such Students to register to use the Site and Services. We may terminate a Teacher user account at any time and without warning for any failure to comply with these Terms.

In addition to your other obligations specified in these Terms, by registering to use the Services as a Teacher, you represent and warrant that: (i) you are a teacher, teacher-assistant, or similar educational professional who is employed by the school which Student attends; (ii) you have full permission from the school by which you are employed to use the Site and Services on the school's behalf; (iii) you have the legal right and authority to enter these Terms on the school's behalf and to legally bind the school to these Terms; (iv) you have the written permission from each Parent and/or Student to whom you request an invitation to be sent through the Services, to communicate with them via email and/or text message; (v) you will immediately cease using the Site and Services when you are no longer a Teacher of the Students (unless you re-register for new Students at a different school in accordance with these Terms); and (vi) you will not require any Students to register to use the Services; Students must be free to determine whether they wish to use the Services.

Student Registration. You are only permitted to use the Services as a student user (“**Student**”) on condition that: (i) you are at least 13 years of age; or (ii) if you are under 13 years of age, your legal parent or guardian and/or Teacher has consented to your use of the Services. We may terminate a Student's access to the Services at any time and without warning for any failure to comply with these Terms.

In addition to your other obligations specified in these Terms, by registering to use the Services as a Student, you represent and warrant that: (i) you are a student who wishes to use the Services for your own personal educational purposes; (ii) you understand and agree that your use of the Site and Services is governed by these Terms (please ask your Parent to explain these Terms if you do not understand them); and (iii) you will immediately cease using the Site and Services when you no longer wish to use (or you are no longer permitted to use) the Site and/or Services for any reason. You acknowledge and agree that through the Teacher dashboard, and/or other features of the Services, Socrative and/or your Teacher may be able to review your activities using the Services, including without limitation, your scores in practice lessons and benchmark assessments, and your communications and messages to and from, and other interactions with, message boards, blogs, and other Students and Teachers.

Required Registration Information. Students are not required to submit any registration information to use the Services.

Socrative reserves the right to approve or reject all users of the Services, in Socrative's sole discretion.

You are responsible for maintaining the confidentiality of your password used to access the Site or Services, secret identity (in the case of Students) and any Third-Party Site Passwords (collectively, “**Passwords**”), and you are responsible for all activities that occur using your Passwords. Except to the extent a Student shares his or her secret identity with his or her Parent, you agree not to share your Passwords, let others access or use your Passwords or do anything else that might jeopardize the security of your Passwords. You agree to notify

Socrative if any of your Passwords are lost, stolen, if you are aware of any unauthorized use of your Passwords or if you know of, or suspect, any other breach of security in relation to this Site or the Services.

Termination of Accounts. You may close your user account at any time by following the account cancellation procedure on the Site or by contacting us using the contact information specified below in these Terms, and requesting termination of your account. We may terminate your account any time and for any reason in our sole discretion. To the extent you have paid any fees to Socrative (as further specified below in these Terms) prior to termination of your account, you will not be entitled to any refund of such fees.

Beta Release.

If you register for a “beta account” or other pre-release version of any new Site, Services, and/or Materials (each, a “**Beta Release**”), you acknowledge and agree that the Beta Release may contain, in Socrative’s sole discretion, more or fewer features, content, or different licensing terms than a subsequent commercial release version of the Beta Release that may be offered through the Site and/or Services. You acknowledge and agree that any “beta account” will automatically convert to a commercial release version account upon the launch date of the Site or Services to the public (“**Public Launch Date**”). If you do not wish to continue using the Site or Services after the Public Launch Date, you may delete your account as set forth above in these Terms.

While Socrative generally intends to distribute commercial release versions of the Site, Services, and Materials, Socrative reserves the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated in these Terms, you agree that any Beta Release is not considered by Socrative to be suitable for production use, and that it may contain errors affecting its proper operation.

BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES AND/OR MATERIALS THAT MAY BE OFFERED ON OR THROUGH THE SITE. SOCRATIVE, ON ITS BEHALF AND ON BEHALF OF THE OTHER SOCRATIVE PARTIES (AS DEFINED BELOW), SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

Fees.

Socrative does not currently charge any fee to register to open an account for the Services. However, you may be required to pay fees to use certain features or content made available through the Site and Services. We reserve the right in our sole discretion to introduce fees for use of all or any portion(s) of the Site and/or Services at any time. We will notify you if we

introduce any new fees or change existing fees. Such notification will take place as specified above in these Terms. However, we will never apply any new or higher fees to you retroactively.

Electronic Communications.

By using the Site and Services provided on or through the Site, you hereby consent to receive electronic communications from Socrative. These electronic communications may include notices about applicable fees, taxes, other charges, transactional information, and other information concerning or related to the Site and Services. These electronic communications are part of your relationship with Socrative. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Marketing Communications

We may send periodic promotional or informational emails to users. You may opt-out of such communications by following the opt-out instructions contained in the e-mail. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you e-mails about your account or any Services you have requested or received from us.

Links to Third-Party Sites.

This Site may be linked to other websites that are not Socrative sites, including, without limitation, social networking, blogging, and similar websites through which you may be able to log into this Site using your existing account and log-in credentials for such third party websites, including without limitation, Google and Facebook (any and all of which of the foregoing listed websites may change from time-to-time) and websites that provide educational content and question-and-answer forum functionality (collectively, “**Third-Party Sites**”). Certain areas and features of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site.

You acknowledge and agree that the Third-Party Sites may have different privacy policies, terms and conditions, and/or user guides and business practices than Socrative, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides, and privacy policies of any of Third-Party Sites. Socrative is providing links to the Third-Party Sites to you as a convenience, and Socrative does not verify, make any representations about, or take

responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content, services, links displayed, and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT NEITHER SOCRATIVE NOR THE OTHER SOCRATIVE PARTIES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, TO YOU OR ANY THIRD PARTY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, MATERIALS, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE PRODUCTS, SERVICES, CONTENT, OR BUSINESS PRACTICES OF ANY THIRD PARTY.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds, lessons, educational materials and other content that you submit, upload, post, send, or otherwise make available on or through the Site and Services (each a “**Submission**“). You may not upload, post, send or otherwise make available on this Site or through the Services, any material protected by copyright, trademark or any other intellectual property or other proprietary right without the express permission of the owner of such copyright, trademark or other intellectual property or other proprietary right, and the burden of determining whether any material is protected by any such right is on you.

You agree to pay for all royalties, fees, damages, and any other monies owing to any person and/or entity by reason of any Submissions posted by you to or through this Site and the Services. Without limiting the foregoing, you shall be solely liable for any and all claims, damage, and loss resulting from any infringement and/or misappropriation of copyrights, trademarks, and/or other proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability, and appropriateness. Without limiting the foregoing, you are only permitted to make Submissions that are consistent with the educational purposes for which Socrative makes the Site and Services available.

Socrative’s guiding philosophy is to promote education for children as broadly as possible. Accordingly, to the extent you provide Submissions that consist of lessons or other educational content, we encourage you to place such content in the public domain so that anyone may use it. Unless otherwise explicitly stated herein or in Socrative Privacy Policy, you agree that any Submission provided by you in connection with these Services is provided on a non-confidential basis. You hereby grant to Socrative a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to reproduce, process, adapt, publicly perform, publicly display,

modify, prepare derivative works of, publish, transmit, distribute, and otherwise use each of your Submissions that are voluntarily uploaded by you to the Socrative Shared Quiz List, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use these Submissions.

We may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks, in various media, and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media and/or otherwise modify them in any manner in our sole discretion. Socrative does not guarantee any confidentiality with respect to any Submissions.

For the avoidance of doubt and without limiting the foregoing, you acknowledge and agree that you retain ownership of your Submissions; provided however, that Socrative may use such Submissions in accordance with the foregoing license. By way of example only, Socrative may use any lesson (or any modification and/or derivative work thereof) submitted by a user through the Services for Socrative's benefit, without any fee, royalty, other payment, or attribution due to the submitting user; provided, however, that the submitting user may not compel any such use.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. **THOSE PROHIBITIONS DO NOT REQUIRE SOCRATIVE TO MONITOR, POLICE OR REMOVE ANY SUBMISSIONS OR OTHER INFORMATION SUBMITTED BY YOU OR ANY OTHER USER.**

Ratings.

Socrative may in its sole discretion, enable users to provide feedback and/or ratings concerning lessons and other Materials that they have used through the Services or otherwise. Such feedback and ratings are intended to enable users to evaluate the usefulness of such Materials. Please use caution and good judgment when providing feedback or ratings, as they will be viewable by other users of the Services. All feedback and ratings that you provide through the feedback and ratings features will constitute Submissions. Without limiting the foregoing, you may not: (i) post any false, malicious, reckless, abusive, defamatory, offensive, inflammatory, or inappropriate information about any lesson or other Materials; (ii) disclose any personally identifiable information or other confidential information of any user or other person using the feedback and ratings tool; (iii) manipulate feedback and ratings, including, without limitation, by rating your Submissions; or (iv) provide feedback or ratings on unrelated Materials. You are solely and exclusively responsible and liable for all feedback and other ratings that you provide.

Unauthorized Activities.

When using this Site and/or the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as the rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any materials that violate the copyright rights, trademark rights, or other intellectual property rights of any person without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitations.
- Use any robot, spider, scraper, or other automated means to access the Site or Services.
- Take any action that imposes an unreasonable or disproportionately large load on our or our third-party service providers’ infrastructure.
- Alter the opinions, comments, messages or other Submissions posted, sent or otherwise communicated by others on this Site or through the Services.
- Post, send, or otherwise communicate any Submission or other information contrary to our public image, goodwill or reputation, as determined by us in our sole discretion.

This list of prohibitions provides examples and is not complete or exclusive. Socrative reserves the right to: (i) terminate access to your account and your ability to post to this Site (or use the Services); and (ii) refuse, modify, delete, or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Socrative determines is inappropriate or disruptive to this Site and/or the Services or to any other user of this Site and/or Services. In addition to violating these Terms, any unauthorized use of any Materials may violate applicable laws, rules, and/or regulations.

SOCRATIVE MAY REPORT TO LAW ENFORCEMENT AUTHORITIES, OR OTHER THIRD PARTIES, ANY ACTIONS THAT MAY BE ILLEGAL AND ANY REPORTS IT RECEIVES OF SUCH CONDUCT. WHEN LEGALLY REQUIRED OR AT SOCRATIVE’S DISCRETION, SOCRATIVE WILL COOPERATE WITH LAW ENFORCEMENT AUTHORITIES IN ANY INVESTIGATION OF ALLEGED ILLEGAL ACTIVITY IN CONNECTION WITH THE SITE, SERVICES, OR ON THE INTERNET, WITH OR WITHOUT NOTICE TO YOU.

Indemnification.

You hereby agree to indemnify, defend, and hold harmless, Socrative, its parents, affiliates, subsidiaries, suppliers, licensors, and business partners, and its and their respective officers, directors, employees, and agents (collectively, the “Socrative Parties”) from and against any and all costs, damages, liabilities, losses, and expenses (including without limitation attorneys’ fees and costs of defense) any Socrative Party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Site and/or the Services, or the use of this Site and/or the Services, by any person using your user

name and/or Password (including without limitation, your participation in the Interactive Features and your Submissions) violates any applicable law, rule or regulation, or the copyrights, trademark rights or other rights of any third party, including without limitation, the intellectual property, privacy, and/or publicity rights of any third party. For the avoidance of doubt, Teachers' foregoing indemnification obligations expressly extend to the acts and omissions of their Students for whom they are responsible in accordance with these Terms.

Proprietary Rights.

“Socrative” and associated logo(s) are trademarks owned by Socrative in Canada, the United States of America and in other countries. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise expressly specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images, and icons and all Materials, as well as the arrangement thereof, are the sole property of Socrative, Copyright © 2013–2020 Socrative.com. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express prior written consent of the copyright owner or license.

If you are located in the United States, the Mobile Application software that is provided to you through the Site and Services and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity located in the United States, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States of America.

Certain Materials that are not Submissions may be provided by third party licensors and suppliers to Socrative and your use of such Materials may be governed by separate and additional terms; you will be notified if such additional terms apply.

Intellectual Property Infringement (United States DMCA Notices for Copyright Infringement).

Socrative respects the intellectual property rights of others, and we ask you to do the same. Socrative may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site and the Services for users who infringe or misappropriate the intellectual property rights of others. If you believe that your work is the subject of copyright

infringement and/or trademark infringement and appears on our Site or is otherwise made available through the Services, please provide Socrative's designated agent with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Socrative to locate the material.
- Information reasonably sufficient to permit Socrative to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Socrative's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

legal@socrative.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to the Socrative designated agent specified above, that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States of America, for any judicial district in which Socrative may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

Socrative reserves the right, in its sole discretion, to terminate the account or access of any user of our Site and/or Services who is the subject or repeated DMCA or other infringement notifications.

Copyright Infringement in Canada (Notice and Notice Policy)

Where copyright infringement is alleged in Canada, Socrative has a legal obligation to forward notices of copyright infringement that we receive from copyright holders as per the Canadian Copyright Modernization Act.

Further information on the notice and notice system can be found at: <https://www.ic.gc.ca>

The legislation requires all Internet Service Providers (ISPs) to follow the following process. We must:

- Forward a notice to the customer who was assigned the Internet Protocol (IP) address identified in the notice from the copyright holder if the notice complies with regime
- Send a message back to the copyright holder that advises that the notice has been forwarded to the customer (no customer information is provided)
- Archive all requests for a minimum of 6 months

The *Copyright Act* lists the specific information that must be included in a notice for it to comply with the Notice and Notice regime.

Notices must:

- state the claimant's name and address
- identify the copyright material that is alleged to have been infringed and the claimant's interest or right with respect to that material
- specify the location data (e.g. the web address or Internet address associated with the alleged infringement)
- specify the infringement that is alleged
- specify the date and time of the alleged infringement

Disclaimer of Warranties.

Your use of this Site and/or the Services is entirely at your own risk. The Materials have not been verified or authenticated in whole or in part by Socrative, and they may include inaccuracies or typographical or other errors. Socrative does not warrant the accuracy or timeliness of the Materials contained on this Site or otherwise made available through the Services. Socrative has no liability for any errors or omissions in the Materials, whether provided by Socrative, our licensors or suppliers or other users.

YOU ACKNOWLEDGE AND AGREE THAT SOCRATIVE AND THE OTHER SOCRATIVE PARTIES DO NOT REPRESENT, WARRANT, COVENANT OR GUARANTEE THAT USING THE SITE AND/OR SERVICES WILL RESULT IN ANY IMPROVED PERFORMANCE BY ANY STUDENT OR WILL RESULT IN ANY PARTICULAR STUDENT ADVANCEMENT OR ATTAINMENT.

SOCRATIVE, FOR ITSELF AND THE OTHER SOCRATIVE PARTIES, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR GUARANTEES IN CONNECTION WITH THIS SITE OR THE SERVICES RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR CONTENT CONTAINED OR PRESENTED ON OR THROUGH THIS SITE AND/OR THE SERVICES, INCLUDING WITHOUT LIMITATION, THE MATERIALS AND SUBMISSIONS.

THIS SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR CONTENT CONTAINED OR PRESENTED BY SOCRATIVE ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OR IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOCRATIVE DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Some jurisdictions do not allow certain disclaimers and/or limitations of warranties and similar protections, so the foregoing may not apply to you; in such case, Socrative’s warranties shall be limited to the greatest extent permitted under the applicable laws of such jurisdiction.

Limitation of Liability.

IN NO EVENT SHALL SOCRATIVE OR THE OTHER SOCRATIVE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, STRICT LIABILITY OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE, SERVICES AND/OR MATERIALS,

INCLUDING WITHOUT LIMITATION, LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT OR DATA, EVEN IF SOCRATIVE KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

IN ADDITION, IN NO EVENT SHALL SOCRATIVE'S OR THE OTHER SOCRATIVE PARTIES' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THESE TERMS, EXCEED THE GREATER OF: (I) ONE HUNDRED US DOLLARS (US\$100); OR (II) THE TOTAL AMOUNT OF ANY FEES YOU HAVE PAID SOCRATIVE FOR THE SERVICES DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE RELEVANT SOCRATIVE PARTY'S LIABILITY.

Some jurisdictions do not allow certain limitations of liability, so the foregoing may not apply to you; in such case, Socrative Parties' liability will be limited to the greatest extent permitted under the applicable laws of such jurisdiction.

Local Laws.

Socrative controls and operates this Site from its headquarters in Canada and the Site and Services may not be appropriate or available for use in other locations. You are responsible for following applicable local laws, rules and regulations in your jurisdiction. You acknowledge and agree that the Site and Services are primarily designed for users in Canada and the United States of America and are based on Canadian and U.S. curricula, requirements and standards, which may be different to curricula, requirements and standards in other jurisdictions; the Site and Services do not take curricula, requirements or standards outside of Canada and the United States into account.

If you or your users of the Services are located in the European Economic Area, you may be required to enter into a data processing agreement or take other measures before making the Services available to such users.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to Socrative, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site or Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Socrative is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Socrative is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have

no right to compel such use, display, reproduction, or distribution. The terms of this paragraph shall not apply to your Submissions which are governed by the terms set forth above under “Submissions”.

Dispute Resolution and Arbitration; Class Action Waiver.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to a customer’s satisfaction by contacting us at #403, 10113 104 Street NW, Edmonton, Alberta, Canada T5J 1A1 or legal@socrative.com. This arbitration agreement (the “Provision”) facilitates the prompt and efficient resolution of any Disputes (as defined below) that may arise between you and Socrative. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and Socrative shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this Provision, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this Provision constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Provision and can award the same damages and relief as a court (including attorney’s fees).

For the purpose of this Provision, “**Socrative**” means Socrative and its parents, subsidiaries, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “**Dispute**” means any dispute, claim, or controversy between you and Socrative regarding any aspect of your relationship with Socrative, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as Socrative’s licensors, suppliers, dealers or third party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY

AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Socrative an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Socrative at #403, 10113 104 Street NW, Edmonton, Alberta, Canada T5J 1A1 or legal@socrative.com. That written notification must include: (i) your name; (ii) your address; (iii) a written description of your claim; and (iv) a description of the specific relief you seek. If Socrative does not resolve the Dispute within forty-five (45) days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Socrative may choose to pursue a Dispute in court and not by arbitration if: (i) the Dispute qualifies, it may be initiated in small claims court; or (ii) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline")**. You may opt out of this Provision by mailing written notification to Socrative at #403, 10113 104 Street NW, Edmonton, Alberta, Canada T5J 1A1 or legal@socrative.com. Your written notification must include: (a) your name; (b) your address; and (c) a clear statement that you do not wish to resolve disputes with Socrative through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with Socrative. **ANY OPT-OUT REQUEST RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND YOU MUST PURSUE YOUR DISPUTE IN ARBITRATION OR SMALL CLAIMS COURT.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Socrative may initiate arbitration proceedings. The Canadian Arbitration Association ("CAA"), canadianarbitrationassociation.ca, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

The CAA rules are currently available at canadianarbitrationassociation.ca or by calling 1-877-862-8825. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are currently available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site, Services and these Terms concern interstate commerce, the Canadian Arbitration Association Rules governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the CAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the CAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or Socrative may initiate arbitration in either Edmonton, Alberta, Canada or the jurisdiction that includes your billing address. In the event that you select the jurisdiction that includes your billing address, Socrative may transfer the arbitration to Edmonton, Alberta in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs. Socrative will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, your attorneys' and/or expert witnesses' fees and costs. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Socrative as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator.

Class Action Waiver. Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Socrative specifically agree to do so following initiation of the arbitration. **IF YOU CHOOSE TO PURSUE YOUR DISPUTE IN COURT BY OPTING OUT OF THIS ARBITRATION PROVISION, AS SPECIFIED ABOVE, THIS CLASS ACTION WAIVER WILL NOT APPLY TO YOU.** Neither you, nor any other user of the Site or Services can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver. You understand and agree that by entering into this Agreement you and Socrative are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Socrative might otherwise have had a right or

opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability. If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation. This Provision shall survive the termination of these Terms with Socrative and your termination of your use of the Site and Services. Notwithstanding any provision in this Agreement to the contrary, we agree that if Socrative makes any change to this Provision (other than a change to the notice address), you may reject any such change and require Socrative to adhere to the language in this Provision if a dispute between us arises.

General.

Socrative prefers to inform you if we feel that you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Socrative in our sole discretion, may result in immediate termination of your access to the Site and Services without prior notice to you. The Canadian Arbitration Association Rules, Alberta provincial law, and applicable Canadian federal law, without regard to the choice or conflicts of law provisions thereof, will govern these Terms. Foreign laws do not apply. The United Nations Convention on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms or the Site or Services will be heard in the courts located in Edmonton in the province of Alberta. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Socrative's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Socrative in respect of the Site and Services and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Socrative relating thereto. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions, and any other terms which by their nature are intended to survive, shall survive any termination of these Terms.

Contact Us.

If you have any questions about these Terms or otherwise need to contact Socrative for any reason, you can reach us #403, 10113 104 Street NW, Edmonton, Alberta, Canada T5J 1A1 or legal@socrative.com.

Last Updated: Feb 26, 2020

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.
- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
 - b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
 - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 30 days to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

Vendor Certifications: Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

FERPA & State Privacy Protections. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

SOPPA. Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

Health Insurance Portability and Accountability Act ("HIPAA"): If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

PCI Standards: If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

Vendor Monitoring/Audit: With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. **Insurance:**

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

3. **Confidential Information:**

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. **Governing Law:**

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. **Term:**

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obligating the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
- d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
- e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
- f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.

12. Assignment: This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
23. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
24. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.