



Liberty Common School

1725 Sharp Point Dr. Fort Collins, CO 80525

Liberty Common High School

2745 Minnesota Dr. Fort Collins, CO 80525

EXHIBIT A

CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM

This Confidentiality Addendum (“Addendum”) is hereby incorporated into any Agreement between Liberty Common School (LCS) and Follett School Solutions, Inc. (Contractor). Attached after the Addendum is the referenced Agreement. This Addendum is part of the Contract between LCS and the Contractor.

RECITALS

- A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).
- B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with governing law and current industry standards, so that the Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
3. "Incident" means an accidental or deliberate activity that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.
4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.
6. "Student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.
9. "Data" means all Student PII and other non-public information. Data may not be used for any purposes other than the specific purposes outlined in this Agreement.

B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Upon request of LCS, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Addendum by LCS or by a LCS approved delegate.
5. Contractor shall send LCS a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies. Contractor shall require LCS's informed consent before any new privacy policies are implemented.

C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. No later than thirty (30) days after the signing of this Contract, upon request of LCS, Contractor will provide LCS information detailing the purpose and the scope of the

contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).

5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Upon request by LCS made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to LCS a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all PII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is Destroyed.
4. LCS retains the right to use the established operational services to access and retrieve PII stored on Contractor's infrastructure at its sole discretion.

E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond the purposes set forth as follows:
 - a. To only carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
 - b. [Vendor to insert any services involving PII and the purposes for using PII].
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:

- a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
 - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publically release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publically. For data that is de-identified or aggregate, the following requirements apply:
- a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
 - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
 - c. Contractor shall de-identify data to remove cumulative re-identification risks.
 - d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
 - e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.
 - f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publically released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within one (1) calendar day and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to LCS within ten (10) calendar days of notifying LCS of an Incident. LCS reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, LCS, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse LCS for the reasonable costs thereof.
4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall indemnify, save, and hold harmless LCS, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum. Notwithstanding any other provision of this Contract, Contractor shall be liable to LCS for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.
5. In the event of an Incident, Contractor shall provide LCS or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

G. Disallowed Activities

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
 - a. To ensure legal or regulatory compliance or to take precautions against liability.
 - b. To respond or to participate in the judicial process.
 - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.

- d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify LCS within two (2) calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and shall hold LCS harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to LCS, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide LCS or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining LCS systems, and evaluating physical and logical security control effectiveness.
4. Contractor shall perform, in a form reasonably acceptable to LCS, current background checks on all of its respective employees and agents performing services or having access to PII provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days prior to the date such employee or agent begins performance or obtains access to PII shall be deemed to be current.

5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
7. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.
11. Contractor will encrypt PII in transit and PII at rest on central computing systems. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.
13. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
15. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.
16. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary

encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to LCS inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from LCS.
2. Contractor acknowledges that LCS will post this Contract to LCS's website.
3. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
 - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
 - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.
 - c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
 - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy.

4. Contractor shall, upon request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools

or to students and their families.

4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

K. This Addendum does not prohibit Contractor's use of PII to:

1. Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that LCS is relying on their representations to that effect.

CONTRACTOR

By: _____
Name of Authorized Individual

Title: _____
Official title of Authorized Individual

*Signature
Date: _____

LCS

By: William Kranz
Name of Authorized Individual

Title: Director of IT
Official title of Authorized Individual



*Signature
Date: 7/25/2019

Exhibit B

Terms of Use

-
- Thank you for visiting Follett School Solutions, Inc.'s (“Follett”) website! Follett provides the content and services available on the site to you subject to the following terms and conditions, Follett’s Privacy Policy and other terms and conditions and policies which you may find throughout the site in connection with certain functionality, features or promotions, as well as customer service (collectively, “Terms and Conditions”). By using the site, you agree to be legally bound by these Terms and Conditions, which shall take effect immediately on your first use of the site. If you do not agree to be legally bound by all the following terms, please do not access and/or use the site.

Privacy

Follett is committed to protecting your privacy. Follett may use your contact information to send you information about our company, as well as to process the orders you place. Your contact information is also used to contact you when necessary.

Follett will not share your contact information with any marketers or other third parties without your consent, unless we have contracted with the third parties to assist us in serving you and they have agreed to maintain the privacy of your information.

Please see [Follett’s Privacy Policy](#).

Security

Follett has security measures in place to protect against the loss, misuse and alteration of the information under our control. Our secured server software encrypts sensitive information, such as your credit card number and expiration date, to protect it as it travels over the Internet.

Use

Subject to these Terms and Conditions, you have a non-exclusive, non-transferrable license to access the site solely for the purposes for which the site is provided. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use the site content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any site content except for your own personal, non-

commercial use. Any other use of the site requires the prior written permission of Follett.

Updates

Follett may change these Terms and Conditions at any time by posting changes online. Please review these Terms and Conditions regularly to ensure you are aware of any changes made by Follett. Your continued use of the website after changes are posted means you agree to be legally bound by these Terms and Conditions as updated and/or amended.

Links

Any links appearing on this site have been provided for your convenience. Follett is not responsible for the goods and services provided on or content of any site linked to this site that is not under Follett's control. Follett will not be liable for any damages caused by your use of or reliance on such goods and services or content.

Copyright & Trademarks

All content on this site is protected by United States and international copyright law. The copyrighted materials, trademarks, service marks, and logos on this site are the property of Follett or its third-party licensors or other third parties and may not be used without obtaining the prior written permission of their owner. Alliance Plus™, Aspen™, BookWhere™, Catalog Plus®, Circulation Plus®, Destiny®, Destiny Quest™, Find-a-Book™, FollettShelf®, Library Manager™, One Search™, Pando™, Textbook Manager™, TitlePeek™, Transaction Tracker™, Union Catalog Plus™, Visual OPAC™, WebCollection Plus®, WebPath Express™, and Cognite™ are all trademarks or registered trademarks of Follett.

Orders

Upon shipment of your ordered items or completion of ordered services, Follett will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty. Follett reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett's net prices to schools and libraries and are subject to change.

Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption.

Disclaimers and Limitation of Liability

THE SITE IS PRESENTED "AS IS." FOLLETT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR CONDITIONS OR THE PRODUCTS AND SERVICES ORDERED OR PROVIDED HEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOLLETT WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY: (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS THAT MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD-PARTY WEB SITES; (f) ANY INACCURACIES OR OMISSIONS IN CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE CONTROL. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE OR YOUR USE THEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE DOLLAR (\$1.00).

YOU AGREE THAT NO CLAIMS OR ACTION ARISING OUT OF, OR RELATED TO, THE USE OF THE SITE OR THESE TERMS AND CONDITIONS MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.

Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand resulting from your use of the site or breach of these Terms and Conditions. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

Governing Law

These Terms and Conditions shall be interpreted and construed according to, and governed by, the laws of the State of Illinois, United States of America. You agree to submit any dispute, controversy or claim you may have arising out of or relating to these Terms and Conditions solely to binding arbitration to be conducted pursuant to the Commercial Rules of the American Arbitration then in effect.

General

These Terms and Conditions are the sole and entire Agreement between the parties relating to the subject matter hereof, and supersede all prior understandings, agreements and documentation relating to such subject matter.

If any provision in these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way, unless the business purpose of these Terms and Conditions is substantially frustrated thereby.

Exhibit C

Privacy Policy

•

• For U.S. Residents - U.S. Privacy Policy

We at **FOLLETT** respect your privacy and value the relationship we have with you. This Privacy Policy is designed to show you what information about you Follett collects and how Follett uses and shares that information. This Privacy Policy applies to information collected by Follett, offline or online, including through FollettLearning.com and all other web sites, features, applications, widgets or online services that are owned or controlled by Follett which link to this Privacy Policy (collectively, the "**Services**"). THIS PRIVACY POLICY DOES NOT APPLY TO SERVICES THAT FOLLETT HOSTS OR OPERATES FOR CHILDREN. Please review this Privacy Policy carefully. Please note that certain features or services referenced in this Privacy Policy may not be offered on all Services or through all features at all times.

The Services are intended for general audiences and are not intended for individuals younger than the age of 13. We do not knowingly collect personal information from individuals younger than the age of 13.

Information We Collect About You

You may provide Follett with "**Personal Information**" (which is information that can be used to contact or specifically identify an individual, such as your full name, mailing address, mobile number, and email address), account information (such as a password or other information that helps us confirm that it is you accessing your account) and demographic or other information (such as your gender, age or birthdate, zip code and information about your interests and preferences). We will also collect payment information (typically, credit card account information) if you choose to purchase products or services through the Services. And, when you make a purchase or otherwise transact with Follett, whether online or offline, we will retain information regarding those purchases and transactions, such as products purchased, location of purchase, and how frequently you buy. Any information combined with Personal Information will be treated as Personal Information.

Community Forums and User Content

Follett provides the opportunity to participate and post content publicly in forums, through interactive features and through other communication functionality ("Community Forums"). You may choose, through such features or otherwise, to

submit or post reviews, photographs, videos, questions, comments, suggestions or other content, (collectively, "User Content"). Please note that certain information, such as your name, may be publicly displayed on the Services along with your User Content.

Information the Services Automatically Collect or Process

We and our third-party service providers, including analytics providers and third-party content providers, may automatically collect certain information whenever you access and use the site ("Usage Information"). Usage Information may include the type of device you are using to access the site, the areas of the site that you access or use, and the time of day you used the site, among other information. In addition, we automatically collect your IP address or other unique identifier ("Device Identifier") for any mobile phone, tablet or other device you may use to access the Services. A Device Identifier is a number that is automatically assigned or connected to the device you use to access the site, and our servers identify your device by its Device Identifier. Some mobile service providers may also provide us or our third-party service providers with information regarding the physical location of the device used to access the site. Usage Information is generally non-identifying, but if we associate it with you as a specific and identifiable person, we treat it as Personal Information.

The methods used to collect Usage Information may include the following:

Cookies. A cookie is a data file, which we place on a device when it is used to visit the site or otherwise access our online content. Cookies may be used for many purposes, including, without limitation, remembering you and your preferences, tracking your visits to our web pages, and for displaying offers related to your prior activity using Follett Services. A Flash cookie is a data file placed on a device via the Adobe Flash plugin that may be built in to or downloaded by you to your device. Flash cookies may be used for various purposes, including, without limitation, enabling a Flash feature and remembering your preferences. (Read more information about [Flash and the privacy choices Adobe offers](#).) If you choose to disable cookies or to adjust your Flash privacy settings on your device, some features of the Services may not function properly.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as "1x1 GIFs" or "clear GIFs") may be included in our web pages and e-mail messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a web beacon. Web beacons or similar technologies may be

used for a number of purposes, including, without limitation, to count visitors to the site, to monitor how users navigate Follett Services, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your device from our web server or a third-party service provider, is active only while you are connected to the site, and is deactivated or deleted thereafter.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

Information Third Parties Provide About You

We may receive information about you from third parties. For example, your school may provide us with information about you, such as classes you are teaching and Personal Information, so that we may provide services to you, such as selling you the required books for a class or offering you other products or services. We may supplement and combine the information we collect with information provided by third parties for a variety of reasons, including to provide you with information, services or products you have requested, to enhance our ability to serve you, to tailor content and to offer you opportunities to purchase products or services that we believe may be of interest to you. In those cases, we will apply this Privacy Policy to the combined information.

Social Features

Functionality on the Services may permit interactions that you initiate between the Services and a third-party web site or service ("**Social Features**"). Examples of Social Features include enabling you to "like" or "share" content from the Services to other web sites or services or to "like" or "share" our page on a third-party service; to log in using your username and password for a third-party site or service; and to otherwise connect the Services to a third-party web site or service. If you choose to share content or to otherwise post information through the Services to a third-party site or service, or vice versa, that information may be publicly displayed. Similarly, if you post information on a third-party platform that references a Follett product (e.g., by using a Twitter hashtag associated with a Follett brand product in your tweet), your post may be published on our Services. Also, both Follett and the third party may have access to certain information about you and your use of the Services and the third-party site or service. In addition, we may receive information about you if other users of a third-party web site give us access to their profiles and you are one of their "connections" or

information about you is otherwise accessible through your “connections” web page, profile page, or similar page on a social networking or other third-party web site or interactive service.

The information we collect in connection with Social Features is subject to this Privacy Policy. The information collected and stored by the third party remains subject to the third party’s privacy practices, including whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third-party web site or service.

How Follett Uses Your Information

Any information you provide or that is collected by Follett may be combined with any other information you provide to us or that we collect through the Services or otherwise. Follett may use the information it collects or receives, including Personal Information and Usage Information:

- To allow you to participate in features we offer or to provide related customer service including, without limitation, to respond to your questions, complaints or comments;
- To tailor content, recommendations and offers we display or otherwise provide to you;
- To confirm or fulfill an order you have made or authorize or complete a transaction you have requested;
- To provide you with information, products or services that you have requested or agreed to receive or that we otherwise believe will interest you, either on behalf of Follett or third parties, and which may include advertisements or special offers;
- To provide you with location features and services (e.g., allowing you to “check in” at a store or telling you about local deals and events);
- To process your registration, including verifying that information you provide is active and valid;
- To improve the Services and our products and for internal business purposes, analyzing usage of our Services and purchase of our products;
- To contact you with regard to your use of the Services and, in our discretion, changes to our policies for the Services;

- To enforce applicable agreements and policies for the Services; and
- As otherwise described in this Privacy Policy and for purposes disclosed at the time you provide your information or with your consent.

How Follett Shares Your Information

Follett may share your information in the following cases:

- **With Affiliates and Third-Party Service Providers:** Follett may disclose your information to our affiliates and third-party service providers. Third-party service providers are not authorized by Follett to use or disclose your information except as necessary to perform services on Follett's behalf or comply with legal requirements.
- **With Your Consent:** Follett may share your information with other third parties with your consent.
- **As Required by Law:** Follett may disclose any information we deem necessary, in Follett's sole discretion, to comply with any applicable law, regulation, legal process or governmental request and to provide information to a claimed owner of intellectual property, and/or defend any applicable Terms of Use or other policies applicable to the Services, or to protect the personal safety, rights, property or security of any organization or individual. We may also use Device Identifiers to identify users, and may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies in our discretion.
- **To Prevent Harm or Loss:** Follett may disclose information when we believe, in our sole discretion, disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with suspected or actual illegal activity.
- **In Connection With a Sale of Follett's Business:** Follett also reserves the right to transfer Information in the event Follett transfers or sells all or a portion of Follett's business or assets. Should such a sale or transfer occur, Follett will use reasonable efforts to direct the transferee to use the information in a manner that is consistent with this Privacy Policy. Following such a sale or transfer, you may contact the entity to which we transferred the information with any inquiries concerning the processing of that information.
- **Non-Personal Information.** We may share non-Personal Information, such as aggregate user statistics, demographic information and Usage Information with third parties, including advertisers, content providers, and

analytics providers, and third parties may collect non-Personal Information when you download or use the Services.

- **Service Providers.** We may use third parties to perform certain services on our behalf, such as fulfilling and processing orders, tracking analytics, or performing other administrative services. We may provide these companies with access to user information, including Personal Information, to carry out the services they are performing.
- **Sweepstakes, Contests and Promotions.** We may offer sweepstakes, contests, and other promotions. If you choose to enter a promotion, Personal Information, such as your name and shipping address, may be disclosed to third parties or the public in connection with the administration of such promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the promotion's official rules, such as on a winners list.

Third Party Applications/Websites

The Services may permit you to link to other applications and websites. Such third-party applications/websites are not under the control of Follett and such links do not constitute an endorsement by Follett of those other applications/websites or the services offered through them. The privacy and security practices of such third-party applications/websites are not covered by this Privacy Policy and Follett is not responsible for the privacy or security practices or content of such applications/websites.

Security

We take commercially reasonable security measures to secure the personal information submitted to us, both during transmission and once we receive it. However, no method of electronic transmission or method of electronic storage is 100% secure. Therefore, we cannot guarantee the security of any information you submit and you do so at your own initiative and risk.

Consent To Transfer

If you are located outside of the United States, please be aware that information we collect may be transferred to and processed in the United States or another country. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing and storage of your information in the United States, or another country other than your own, jurisdictions in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

Updates to This Privacy Policy

This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in Follett's information processing practices or for any other purpose. The bottom of the Privacy Policy states when it was most recently updated.

How to Contact Us

If you have any questions or comments about this Privacy Policy, please contact us by phone at 1-815-759-1700. You also may write to us at Follett School Solutions, Inc., 1340 Ridgeview Drive, McHenry, IL 60050. Questions or comments submitted through other means, such as wall posts, may not be received or addressed.

Privacy Statement Changes

This Privacy Statement may be revised from time to time. If we intend to use or disclose personal information for purposes materially different than those described in this statement, we will make reasonable efforts to notify affected individuals, if necessary, including by revising this Privacy Statement. If you are concerned about how your personal information is used, you should check our website periodically or contact us as described above to obtain a current copy of this statement. We urge you to request and review this Privacy Statement frequently to obtain the current version. Your continued provision of personal information, purchase of products or use of our services following any changes to this Privacy Statement constitutes your acceptance of any such changes. This privacy statement is effective as of March 5, 2014.