

**ACKNOWLEDGEMENT OF AND LIMITATIONS TO
J.W. PEPPER'S OBLIGATIONS UNDER THE TERMS OF SERVICE ADDENDUM
FOR REGIONAL SCHOOL DISTRICT #10, CONNECTICUT K-12 (EDUCATIONAL)
INSTITUTIONS**

J.W. PEPPER & SON, INC. ("Pepper"), owner and operator of the service known as CUTTIME® (the "Service"), has agreed to provide the Service to each Local Education Agency ("LEA") pursuant to the terms and conditions set forth in the Terms of Service Addendum for Regional School District #10, dated ~~JAN.~~ 1, 2021 (the "Service Agreement"), a copy of which is provided herewith. In this Acknowledgement of Obligations, etc. (the "Acknowledgement"), Pepper provides information to LEA's accepting the benefit of Pepper's Service Agreement regarding the Service's operation, its implementation of the Service Agreement and limitations on its performance of its obligations under the Service Agreement imposed by law.

Pepper has adopted a Privacy Policy which may be accessed at www.cutttime.net (the "Policy"). With the adoption and adherence to the Policy, Pepper believes that the Service complies with the laws of the United States, including, but not limited to, the Federal Educational Rights and Privacy Act (20 U.S.C. § 1232g); the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.); the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h) and other federal enactments ("Federal Law"). The Service also complies with state and local statutes, rules and regulations ("Local Laws"), that do not conflict with Federal Law. The Service is offered using servers sometimes located outside of Connecticut (but in the United States) and the Local Laws of such locations may also affect its obligations under the Service Agreement.

Under the Service Agreement, the Service will receive Personally Identifiable Information ("PII") of "Students" as the "Subscriber" of the Service, as the "Program Administrator" of the Service, or from the LEA's "Staff," as those terms are defined in the Policy. All of this PII is "Data" as defined in the Service Agreement and subject to its terms and conditions.

Since Federal Law draws a distinction between "Students" who are under the age of thirteen years ("COPPA Users") and those who are between thirteen and eighteen years, Data provided to the Service will be treated as relating to COPPA Users unless the LEA indicates otherwise. [Note: COPPA requires consent from parents and guardians for certain actions taken regarding PII of COPPA Users and, so, the Service requires contact information for such parents and guardians which may or may not constitute PII under the Policy. The Policy also recognizes that, under Federal Law, some of the rights in PII vest in the Student on his/her eighteen birthday.

Additionally, Students (with the consent of parents and guardians in some cases) may provide PII directly to the Service, Federal Law may require this PII to be treated differently under the policy from that provided by the LEA and the LEA may need to obtain consent from the Student or his/her parents or guardians to access and use this PII.

In the event the Service receives a subpoena, court order to disclose or produce Data, Pepper will request that the subpoena or court order be redirected to the LEA (and notify the LEA of its receipt by the Service), but, if the proponent of the subpoena or court order refuses, the Service will comply with it (as it must). Pepper may also be required to disclose PII, including Data, to educational institutions (for transfers and admissions) and to the armed forces of the United States pursuant to Federal Law.

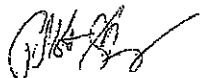
Owing to restrictions imposed by Federal Law, the Service may not be used by the LEA to conduct surveys or questionnaires in violation of the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h) or to use the Service to disseminate notices required by Federal Law or Local Law.

In the event of changes to Federal Law and/or Local Laws, Pepper reserves the right to change the Policy and the Service accordingly without the consent of the LEA.

The LEA signing below acknowledges and accepts the foregoing.

J.W. PEPPER & SON, INC.

By:

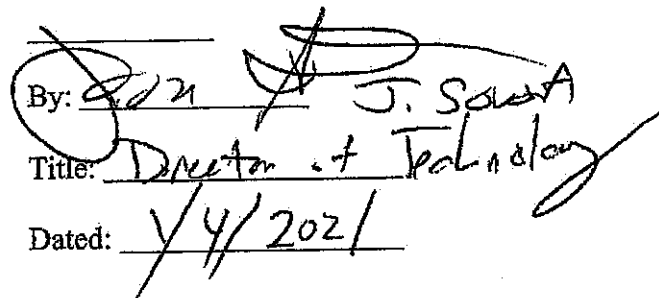


Title: Chief Strategy Officer

Dated: 1/7/2021

LEA:

By:



Title:

Director of Technology

Dated:

1/4/2021

Regional School District #10
Serving the Towns of Harwinton and Burlington



TERMS OF SERVICE ADDENDUM
Between Regional School District #10 and <https://cuttime.net/>

For the purposes of this Agreement, “directory information”, “de-identified student information”, “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be defined by Connecticut General Statute §10-234aa.

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by contacting privacy@cuttime.net.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the privacy terms noted at <https://cuttime.net/privacy-policy.cfm>
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the school principal.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Connecticut General Statute § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps noted at <https://cuttime.net/privacy-policy.cfm>. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
7. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
8. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
9. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
10. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut’s Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
11. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Regional School District #10
Serving the Towns of Harwinton and Burlington



TERMS OF SERVICE ADDENDUM

<https://cuttime.net/>

Signatory Page

A handwritten signature in black ink, appearing to read "Joe Scusa".

Superintendent or designee
Regional School District #10
24 Lyon Road
Burlington, CT 06013

*Joe Scusa
Director of
Technology*

1/14/2021
Date

A handwritten signature in black ink, appearing to read "Scott Grady".

Authorized Signature

Scott Grady
Print Name

J.W. Pepper & Son, Inc.
Company Name

191 Sheree Blvd. Exton PA 19341
Company Address

January 7, 2021
Date