

CodeHS, Inc.
Master Service Agreement

This Master Service Agreement (the “MSA”) is made and entered in to as of this _____ day of _____, and outlines the standard contractual terms and conditions (“Terms”) that apply to the provision of any products or services by CodeHS, Inc. (“CodeHS”), having its principal office at 42A Dore St, San Francisco, CA 94103, to the entity The School Board of Broward County, Florida (the “Customer” and “SBBC”), having its principal office at 600 Southeast 3rd Avenue, Fort Lauderdale, FL, identified in the signature block of this MSA.

WHEREAS, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC’s purchase of educational services; and

WHEREAS, this Agreement will provide professional development for Computer Science teachers throughout the District.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Definitions.**
 - a. **“Agreement”** means, collectively, these Terms in the MSA.
 - b. **“CodeHS Intellectual Property”** means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of CodeHS and/or its licensors that are delivered, provided or used by CodeHS in the course of performing the Services, as well as all other intellectual property owned by CodeHS and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.
 - c. **“Confidential Information”** means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, (e) the receiving party is advised by counsel is required to be disclosed by law, or (f) any and all documents considered public records pursuant to Chapter 119, Florida Statutes.
 - d. **“Pricing Summary”** refers to the table listed in this Agreement that specifically identifies every item, and the quantity of such item, that Customer is agreeing to and is obligated to purchase.
 - e. **“Service”** means the proprietary software as a service provided by CodeHS and made available through the CodeHS website and other related services provided by CodeHS as further described in this Agreement.
 - f. **“User”** means an individual who is authorized by the Customer to use the Service and for whom Customer has paid for such use.
3. **Term of Agreement.** Unless terminated earlier pursuant to Section 13 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on May 31, 2021. The term of the Agreement may, by mutual agreement between SBBC and CodeHS may be extended for two (2) additional one (1) year periods.
4. **Cost of Services and Payment.** The cost for the services outlined in this Agreement is One Hundred Forty-Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$147,500.00). CodeHS shall submit an invoice to SBBC upon execution by both parties, in the amount of Seventy-Three Thousand, Seven Hundred Fifty Dollars and 00/100 Cents (\$73,750.00) for services rendered. CodeHS shall submit an invoice to SBBC on May 31, 2020, in the amount of Seventy-Three Thousand, Seven Hundred Fifty Dollars and 00/100 Cents (\$73,750.00) for services rendered. SBBC

will pay CodeHS within thirty (30) days of receipt of each proper and appropriate invoice.

5. **License.**

- a. **License.** CodeHS hereby grants to the Customer a non-exclusive, district-wide and non-transferable license to access and use the Services on a subscription basis during the Term, in accordance with any limitations herein this Agreement.
- b. **License Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
- c. **Customer Responsibilities Regarding the License.** Customer: (a) is solely responsible for and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify CodeHS promptly of any known or suspected unauthorized access to the Service. Customer will comply with this Agreement (including the applicable CodeHS terms of service and privacy policy then in effect) and any other instructions given by CodeHS with respect to the Service.

6. **CodeHS Responsibilities.** CodeHS shall provide access to the Services as specified in this Agreement.

7. **Suspension of Service.** CodeHS may immediately suspend the Service if Customer and/or its Users have violated a law or this Agreement (including the Additional Terms then in effect). CodeHS may try to contact Customer in advance, but it is not required to do so. CodeHS may also temporarily or permanently suspend or terminate the Services if payment is ten (10) days past due, without prior notice or liability to the Customer, but such suspension or termination will not serve as a termination of this Agreement nor shall it relieve Customer of any existing obligations for payment of any outstanding Fees. While the Services are suspended, payment must continue according to the Agreement.

8. **Representations and Warranties.** CodeHS represents and warrants that the functionality or features of the Services may change but will not materially degrade during the Term. As Customer's exclusive remedy and CodeHS's sole liability for breach of the warranty set forth in this Section, CodeHS shall correct the non-conforming Service at no additional charge to Customer.

9. **Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. CodeHS will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

10. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8, "REPRESENTATIONS AND WARRANTIES," CODEHS DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CODEHS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER.

CUSTOMER ACKNOWLEDGES THAT CODEHS IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES

MADE AVAILABLE THROUGH THE SERVICE.

11. **Confidentiality.** Unless specifically stated in this Agreement, each party acknowledges that the other party may disclose its Confidential Information as defined in this Agreement to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement.
12. **Proprietary Rights.** As between Customer and CodeHS, the CodeHS Intellectual Property is, and shall at all times remain, the sole and exclusive property of CodeHS. Customer shall have no right to use, copy, distribute or create derivative works of the CodeHS Intellectual Property except as expressly provided herein. CodeHS shall have the right, in its sole discretion, to modify the CodeHS Intellectual Property. Customer expressly acknowledges that Customer has no right, title or interest in the Service or in any CodeHS Intellectual Property, other than the limited license to use the Service as provided herein.
13. **Termination.** Either party may terminate this Agreement with or without cause during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Such termination right shall be in addition to any other rights and remedies that may be available.
14. **General Provisions.**
 - a. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, pandemics, strikes, or other labor disputes, riot or civil commotions, hacker attacks, actions or decrees of governmental bodies, communication or power failures, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
 - b. **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
 - c. **Fully Integrated Agreement.** The Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements, whether oral or written, relating thereto are superseded by the terms of this Agreement. CodeHS rejects additional or conflicting terms of any Customer form-purchasing document.
 - d. **Assignment.** Customer shall not assign this Agreement, in whole or in part, to any entity without CodeHS's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
 - e. **Waiver.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
 - f. **Survival.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
 - g. **Reformation.** Nothing in this Agreement is intended to violate any law, rule or regulation. In the event that any terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any federal, state or local government agency having jurisdiction over the subject matter of this Agreement, then (i) the remaining terms and provisions that are not affected thereby shall remain in full force and effect and (ii) the parties will promptly meet to negotiate substitute terms and provisions for those declared invalid.
15. **Mediation.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (any "**Claim**"), shall first be subject to mandatory, confidential mediation.

16. **Suggestions, Ideas and Feedback.** CodeHS shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Services to the extent it does not constitute Confidential Information of the Customer; this excludes personally identifiable education records.
17. **SBBC Disclosure of Education Records.** Although SBBC will not disclose any education records pursuant to this Agreement, should CodeHS come into contact with education records during the course of its responsibilities under this Agreement, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.
18. **SBBC Disclosure of Employee Records.**
- a. SBBC will provide the following employee information to CodeHS:
 1. Teacher first and last name
 2. Teacher school email address
 - b. CodeHS will utilize the information to set up access for the teachers using the curriculum program.
 - c. CodeHS will have access to the teachers' work (problem solving) within the CodeHS system, for scoring purposes and to store on the CodeHS system, as they go through the CodeHS coursework in preparation for their certification exam. Teachers will not be creating, they will be responding to the CodeHS course.
 - d. CodeHS shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.
 - e. The requirements of this section shall supersede any use of employee records as listed in CodeHS's privacy policies, see **Attachment A**.
19. **CodeHS Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, CodeHS shall:
- a. fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
 - b. hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
 - c. only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
 - d. protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;
 - e. notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - f. prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and
 - g. be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

20. **Insurance Requirements.** CodeHS shall comply with the following insurance requirements throughout the term of this Agreement:
- a. **General Liability.** CodeHS shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
 - b. **Workers' Compensation.** CodeHS shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
 - c. **Auto Liability.** CodeHS shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
 - d. **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
 - e. **Verification of Coverage.** Proof of the required insurance must be furnished by CodeHS to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CodeHS to remedy any deficiencies. CodeHS must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
 - f. **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:
 - 1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
 - 2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
 - 3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
 - g. **Cancellation of Insurance.** CodeHS is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.
 - h. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.
21. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CodeHS shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CodeHS shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CodeHS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CodeHS does not transfer the public records to SBBC. Upon completion of the Agreement, CodeHS shall transfer, at no cost, to SBBC all public records in possession of CodeHS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CodeHS transfers all public records to SBBC upon completion of the Agreement, CodeHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CodeHS keeps and maintains public records upon completion of the Agreement, CodeHS shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

22. **Miscellaneous**

- a. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- b. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- c. **Inspection of CodeHS's Records by SBBC.** CodeHS shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of CodeHS's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CodeHS's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CodeHS pursuant to this Agreement. SBBC's agent or its authorized representative shall provide CodeHS with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the CodeHS's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. CodeHS shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
- d. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Applied Learning Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To CodeHS: CodeHS, Inc.
42A Dore St
San Francisco, CA 94103
Phone: (415) 889-3376

- e. **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent

upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

- f. **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
- g. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.
- h. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to this Agreement.
- i. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- j. **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- k. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
- l. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- m. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of

this Agreement.

- n. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- o. **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- p. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- q. **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- r. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- s. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- t. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- u. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- v. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- w. **Incorporation by Reference.** **Attachment A** referenced herein shall be deemed to be incorporated into this Agreement by reference.
- x. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CODEHS:

(Corporate Seal)

ATTEST:



Zachary Galant, Secretary

-or-

CODEHS, INC.

By  Signature

Printed Name: Jeremy Keeshin

Title: CEO

Witness

Witness

STATE OF Texas

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05/07/2020 (date) by Jeremy Keeshin (name of officer or agent, title of officer or agent) of CodeHS, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced IL Drivers License (type of identification) as identification and who did / did not first take an oath this 07 day of May, 2020.

My Commission Expires: October 29, 2023

Ankit R. Patel
Signature – Notary Public

Ankit R. Patel
Notary's Printed Name

132230815
Notary's Commission No.

(SEAL)



Document Notarized using a Live Audio-Video Connection

ATTACHMENT A

CodeHS Privacy Policy

About CodeHS

CodeHS, Inc. is a comprehensive online coding platform to help schools and districts teach computer science. The platform includes web-based curriculum, teacher tools and resources, and professional development.

Please read this Privacy Policy carefully before accessing or using the Website. In this Policy, we refer to these products as the “Website” or the “Services”.

What is this policy all about?

This privacy policy (the “Policy”) explains what data we collect, why we collect it, and what we do with it. It applies to you if you’re a student, a teacher, or anyone else who uses our Website.

This Policy applies to information that we collect when you use our Services online. It does not apply to information we may collect offline or if you provide any information to a third party (including through any application or content that may link to or be accessible from the Website). We use the term “Personal Information” to refer to any information that would identify you as an individual (e.g. your name and/or email address).

By using the Service, you accept and agree to this Privacy Policy. Your use of the Service is also governed by the Terms of Use. You should read both of these documents together.

What information do we collect and why?

We aim to collect only the information necessary to provide you with a great learning or teaching experience. We receive and store any information you knowingly enter on the Services. We also receive and store some information automatically. The following section provides further explanation of what we collect and why.

Account information

When you create an account (as either a student or a teacher), you need to enter your name, a username, and your email address. For students in schools, you will enter a class code provided by your teacher to link your account to your classroom and your school. For teachers, you will be asked to provide information about your school so we can verify that you are a real teacher.

Technical data

As you use our Website, we may use automatic data collection technologies to collect information about your equipment, browsing actions, and patterns. For example, we may collect: details of your visits to our Website, including traffic data, location data, logs, and other communication data; and information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and does not include Personal Information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- monitor site performance and uptime;
- resolving technical issue for Website users;
- store information about your preferences, allowing us to customize our Website for you; and
- recognize you when you return to our Website.

The technologies we use for this automatic data collection may include tools such as cookies and web beacons. Cookies are small files that websites place on your computer as you browse the web. Web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) are small electronic files that permit us, for example, to count users who have visited certain pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You may choose to disable cookies in your browser settings. However, if you choose to do this, many of our Website's features may not function properly.

Coursework and grading

If you are a student, we collect information about your projects, including the responses you provide, how many attempts you made, and the time taken. This helps us to give you a great experience with our Service, including allowing you to save your work, helping us to improve our courses, and allowing teachers to assess and monitor students' progress.

Student code, programs, projects, and uploaded files

If you are logged in to your CodeHS account, we save the code and programs you have written. We do this so that teachers and students can revisit their work at a later time, and can continue working on their programs where they left off. As a student or a teacher, you can also upload content through the Website. If a student or teacher uploads content as part of writing a program, that content will be stored on the Website.

Student and teacher websites

As you work on CodeHS, students and teachers have the option to create personal websites. You can upload and create content on these sites, which will then become publicly available.

Messages

Students may send messages to their teacher through the Website, and a teacher may send messages to their students. In the case where an individual learner or school has specifically signed up for tutoring services, messages may be sent between students, teachers, and tutors. Only the participants in each of these conversations may see the contents of the messages.

Surveys and demographics

Occasionally we will send out optional online surveys to students asking for data such as age, gender, race and academic background. This data is only ever used in the aggregate and for the purposes of improving the Website and ensuring that we are reaching a diverse and representative group of learners.

Who can access your information?

We do not sell or rent your Personal Information to any third party for any purpose, including advertising or marketing. We do not allow any advertising on our services.

We restrict access to your information to CodeHS employees, contractors and agents who need to know that information in order to process it for us and who are subject to strict contractual security standards and confidentiality obligations. They may be disciplined or their contract terminated if they fail to meet these obligations.

files can be accessed by the student who created them and his or her teacher. Messages are accessible to participants in that conversation. All users of the Website must abide by the Terms of Use, which include obligations about interacting with other users.

We may disclose information that we collect or you provide as described in this privacy policy to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, in which Personal Information that we hold is among the assets transferred. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your Personal Information as per this Policy (unless you give consent to a new policy). We will provide you with prompt notice of an acquisition, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your Personal Information by such a successor company, you may request that the company delete it.

We may also disclose your Personal Information:

- to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- to ensure site security, or to enforce or apply our Terms of Use and other agreements, including for billing and collection purposes;
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CodeHS, Inc., our customers, or others; and
- to a state or local educational agency, including schools and school districts, for K-12^[1]_{SEP} school purposes, as permitted by state or federal law.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

How do we store and delete your information?

Website users may update, correct, or remove Personal Information in their CodeHS accounts at any time via the Account Settings page.

Students and teachers may deactivate their account at any time from the Account Settings page.

A teacher or a student may request deletion of your own Personal Information by sending us an email at hello@codehs.com. In appropriate circumstances, teachers and parents may also request deletion of a student's Personal Information. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's Personal Information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

We will retain Personal Information, including after the school term in which a teacher or student uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, CodeHS will delete a user's Personal Information 4 years after the user's last login to the Services.

How do we protect and secure your information?

and from unauthorized access, use, alteration, and disclosure. Any payment information is transmitted using HTTPS encryption and is processed through Stripe, a third party payment provider. CodeHS does not directly collect or store payment instruments.

The safety and security of your information also depends on you. You are responsible for choosing a strong password and keeping it confidential.

If there is a data breach affecting your information, we will comply with any relevant legal or regulatory notification requirements.

Children under the age of 13

Because some of our users may be interested in it, we have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect Personal Information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain parental consent for that child to use the Services and disclose Personal Information to us. A parent or guardian may sign up his or her child for the Services and provide Personal Information about that child to us. However, no child under 13 may send us any Personal Information unless he or she has signed up through his or her school, district or teacher and such school, district or teacher has obtained parental consent for that child to use the Services and disclose Personal Information to us. If you are a student under 13, please do not send any Personal Information to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without parental consent from his or her parent or guardian or obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at hello@codehs.com.

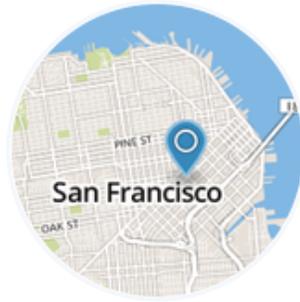
If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

Changes to the Privacy Policy

Our Privacy Policy may change from time to time. We will post any changes we make on this page with a notice on the Website's homepage that the privacy policy has been updated. If we make material changes to this Privacy Policy, we will email you at the email address associated with your account. You can access older versions of this Privacy Policy at codehs.com/privacy2013.

Questions?

hello@codehs.com.



♥ "I wish we had CodeHS when I was in high school!"

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