

Statement of Work

This Statement of Work (“SOW”) describes the work to be provided by IBM (the “Services” or the “Cloud Services”) and the Programs to be delivered by IBM to Stephenville Independent School District (“District”, also called “Client”, “Stephenville ISD”, “you” and “your”) under the terms and conditions of the agreement identified in the signature block of this SOW (the “Agreement”). In addition, your responsibilities are listed.

The following are incorporated in and made part of this SOW:

Appendix A: Service Option Attachment (SOA) – Watson Classroom Edition

Appendix B: Service Description - Watson Enlight for Educators

Appendix C: License Information - Watson Element for Educators

This Statement of Work constitutes the Order Document and Service Description. There is no separate Order Document and Service Description for this transaction.

1. Scope

IBM's estimated charges and schedule are based on performance of the activities listed in the “IBM Responsibilities” section below. Deviations that arise during the service delivery will be managed through the procedure described in the Change Control Procedure, and may result in adjustments to the Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

IBM will perform the work remotely, except for any project-related activity which IBM determines would be best performed at your facility identified on the signature page of this SOW.

IBM may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of products and services.

2. Change Control Procedure

The following process will be followed if a change to this SOW is required.

- a. A change authorization will be the vehicle for communicating a change to this SOW. The change authorization must describe the change, the rationale for the change and the effect the change will have on the Services.
- b. A written change authorization and/or Project Change Request (“PCR”) must be signed by authorized representatives from both parties to be effective.

3. IBM Responsibilities

The Services IBM will provide are defined in the Service Option Attachment(s) to this SOW.

4. Your Responsibilities

Your responsibilities are defined in the Service Option Attachment(s) to this SOW.

5. Deliverables

Each SOA will specify items, if any, which are to be delivered to Client.

6. Deliverables Acceptance Procedure

Except for status reports, project plans/schedules, and student course materials, deliverables will be reviewed and accepted in accordance with the following procedure:

- a. One copy of each deliverable item will be submitted to your Solution Manager.
- b. Your Solution Manager will either accept the deliverable items or provide the IBM Solution Manager a written list of requested revisions. If IBM receives no response from your Solution Manager within five business days, then the deliverables will be deemed accepted.
- c. Timely revisions agreed to by IBM will be made and the deliverables will be resubmitted to your Solution Manager, at which time the deliverables will be deemed accepted.
- d. Revisions not agreed to by IBM will be managed in accordance with the Change Control Procedure.

7. Completion Criteria

IBM will have fulfilled its obligations under this SOW when one of the following first occurs:

- a. IBM accomplishes the activities set forth in the “IBM Responsibilities” section and delivers to you the deliverables listed, if any; or

- b. the End Date is reached; or
- c. You or IBM terminates the Services in accordance with the provisions of this SOW and the Agreement.

8. Estimated Schedule

The Services will be provided after mutual contract execution. If the SOW signature date is beyond the Estimated Start Date, the Estimated Start Date will automatically be extended to the date of the last signature on this SOW. The Estimated End Date will automatically be extended by the same number of days. Subscription services begin after the cloud environment has been configured to support the subscription and the 'Estimated End Date for SaaS Subscription Services Purchased outside of this SOW may not accurately identify the actual subscription end date.

9. Charges

Unless otherwise stated herein, charges are based upon a contiguous work schedule. Delays in the work schedule are subject to the Change Control Procedure and may result in an increase in charges.

The service charges are specified in the Service Option Attachment(s) to this SOW.

10. Additional Terms

10.1 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) you identify as receiving benefit of the Services. IBM will apply taxes based upon the business address listed when ordering a Service as the primary benefit location unless you provide additional information to IBM. You are responsible for keeping such information current and providing any changes to IBM.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM Fax number or E-mail address shown below.



Agreed to:

Stephenville Independent School District

By:

Authorized signature

Title: Superintendent

Name (type or print): Matt Underwood

Date: June 15, 2017

Client Service Facility Location(s): Stephenville, TX

Agreement: Client Relationship Agreement #xxxxxx dated May 2017

Agreed to:

International Business Machines Corporation

By:

Authorized signature

Title: Group Sales Leader, Watson Education

Name (type or print): Alex Kaplan

Date: June 15, 2017

IBM E-mail address: Alex.Kaplan@us.ibm.com

Statement of Work number: xxxxxx

Estimated Start Date: 07/01/2017

Estimated End Date: 06/30/2020

Charges are as specified in the Service Option Attachment. The estimated total services charges for this SOW are \$208,200.00

IBM may change the terms of this offer unless you sign on or before July 15, 2017 (Offer Expiration Date), or if the offer is extended by IBM in writing.

Appendix A: Service Option Attachment - Watson Classroom Edition

The following terms are in addition to, or modify, those of the Statement of Work for Services (“SOW”).

1. Service Description

IBM and Stephenville ISD will partner to provide Watson Element and Watson Enlight for 3,971 students at 6 campuses to allow for solution use based upon Stephenville ISD requirements.

IBM will load and configure data and content provided per the project schedule. DISTRICT and IBM may revise the schedule as needed but activities will be considered complete when data and content made available is loaded and configured. Watson Education Classroom is data dependent and will require specific student data, assessment results, and content. IBM will provide ongoing support and collaboration through 06/30/2020.

IBM's estimated charges and schedule are based on the above scope and performance of the activities listed in the “IBM Responsibilities” section below. Deviations that arise during the project will be managed through the Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms.

2. IBM Responsibilities

The following are IBM's responsibilities in addition to those specified in the SOW, if any.

2.1.1 Project Management

IBM will provide Project Management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

- a. Review the SOW and the contractual responsibilities of both parties with your Project Manager;
- b. Plan and conduct the Project Kickoff Meeting;
- c. Maintain project communications through your Project Manager;
- d. Prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates;
- e. Measure and evaluate progress against the project plan with your Project Manager including reviewing project tasks, schedules, and resources and make changes or additions, as appropriate;
- f. Work with your Project Manager to address and resolve deviations from the project plan;
- g. Conduct regularly scheduled project status meetings;
- h. Administer the Change Control Procedure with your Project Manager;
- i. Coordinate and manage the activities of IBM project personnel.

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Deliverable Materials:

- Project Plan
- Status Reports

2.1.2 Environments

Under this activity, IBM will perform Services which include the following tasks to enable the environment for Stephenville ISD in the IBM Cloud:

- a. Create the SFTP site for the District;
- b. Create the SFTP users for the District;
- c. Provision and set up additional servers (if needed based on sizing info);
- d. Load binaries into the new instance;
- e. Create the database;

- f. Set up user security (District LDAP connections & user authorization);
- g. Test the environment.

Completion Criteria:

This activity will be considered complete when the environment for YOUR ISD is online and ready for the team to begin the onboarding tasks

Deliverable Materials:

- None

2.1.3 Data

Under this activity, IBM will perform Services which include the following tasks:

- a. Review the District Configuration Table (DCT) for data sources and configurations (e.g., initial, incremental, users list);
- b. Review the Watson Data Collection data model with School Districts for sourcing data elements from the system of records;
- c. Will work with Stephenville ISD to integrate data from a database which is replicated from DISTRICT SIS based upon the mutually agreed to project plan;
- d. Design and develop scripts to extract data required for Watson Offerings;
- e. Setup processes for integration and testing for initial and incremental data loads;
- f. Setup processes for communication and data exchange for data errors and issues;
- g. Perform application smoke testing to validate data and application for integrations and data validations.

Completion Criteria:

This activity will be considered complete when IBM has completed the tasks defined above and provided the Deliverable Materials defined below in accordance with the Deliverables Acceptance Procedure.

Deliverable Materials:

- Data Integration Design

2.1.4 Content

Under this activity, IBM will perform Services which include the following tasks:

- a. Working primarily with Stephenville ISD's School Information System DISTRICT SIS, IBM will assist the District to define content structure, collection scope and procedures;
- b. Assist the District to collect content and metadata;
- c. Configure Watson Library to District specifications as defined in the DCT;
- d. Load content and metadata;
- e. Run Watson analyzers to generate learning standards alignments and keywords.

Completion Criteria:

This activity will be considered complete when District's content (as defined in the DCT and Content Workshop) has been loaded into the system.

Deliverable Materials:

- None

2.1.5 Analytics

Under this activity, IBM will perform Services which include the following tasks:

- a. Review and chart out client jurisdictions' Curriculum, Instruction, Assessments (CIA) framework (course progressions, cohorts, etc.);
- b. Inventory Evidence of Learning (EoL) (assessments and other learner work products) and assess suitability for analytics use cases (e.g., Mastery Forecast);
- c. Provide CIA guidance in preparation of data for loading into Watson Education Data Cloud (WEDC);

- d. "Tune" analytics logic to client jurisdiction's idiosyncratic environment;
- e. Advise clients on interpretation of analytic information produced by WEDC offerings.

Completion Criteria:

This activity will be considered complete when the Analytics model (as defined in the DCT and Analytics Workshop) is live. IBM will attempt to deliver predictive analytics based on data provided by Stephenville ISD. Incomplete data could result in partial or incomplete analytics.

- None

2.1.6 Architecture

Under this activity, IBM will perform Services which include the following tasks:

- a. Review and document the District's existing systems (document applicable systems in use by School District including LMS, SIS, CRM, ERP, Collaboration, and BI);
- b. Review the District's security process and employee authentication process;
- c. Document the District's integration with IBM Watson Education environment (document user access flows within Architecture Overview);
- d. Test the District's network access (confirm access to IBM Watson Education environment from District network);
- e. Identify the system administration users (data and content providers).

Completion Criteria:

This activity will be considered complete when IBM has completed the tasks defined above and provided the Deliverable Materials defined below in accordance with the Deliverables Acceptance Procedure.

Deliverable Materials:

- Information Security Plan

2.1.7 Testing

Under this activity, IBM will perform Services which include the following tasks:

- a. Plan & conduct Systems/Environment testing;
- b. Plan & conduct End-2-End testing;
- c. Assist the District to plan & facilitate User Acceptance Testing for up to two-days.

Completion Criteria:

This activity will be considered complete when IBM has facilitated the User Acceptance Test. IBM will work with the District to identify the correct number of personnel who will be able to review and approve the User Acceptance Testing scripts and execute next steps 1) file bug report 2) add requested features to backlog, prior to implementation.

Deliverable Materials:

- None

2.1.8 Training

Under this activity, IBM will perform Services which include the following tasks:

- a. Identify and define the training scope;
- b. Coordinate the training logistics;
- c. Prepare all training materials using the templates;
- d. Validate that the training environment is available;
- e. Conduct training sessions up to 1 day each for Classroom Educators, Admin, and Support; following a train the trainer model.

Completion Criteria:

This activity will be considered complete when the training has been delivered in accordance with the Training Plan.

Deliverable Materials:

- None

3. District Responsibilities

IBM's performance is dependent upon your fulfillment of your responsibilities at no charge to IBM. Any delay in performance of your responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Change Control Procedure.

3.1 District Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for IBM communications relative to this project and act on your behalf regarding this project.

Your Project Manager's responsibilities include the following:

- Manage your personnel and responsibilities for this project;
- Serve as the interface between IBM and all your departments participating in the project;
- Administer the Change Control Procedure with the IBM Project Manager;
- Prepare for and participate in project status meetings;
- Assist the IBM project Manager to prepare for and facilitate the Project Kickoff Meeting;
- Obtain and provide information, data, and decisions within five business days of IBM's request unless you and IBM agree in writing to a different response time;
- Resolve deviations from the estimated schedule, which may be caused by you;
- Help resolve project issues and escalate issues within your organization, as necessary;
- Assist IBM to create the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates for your resources as well as IBM's.

3.2 On-boarding

The District will be an integral part of the on-boarding process with responsibilities including the following:

- Participate in the Project Kickoff Meeting (all District team members working on the onboarding team);
- Data Architects/Specialists will participate in a 2 day technical deep dive to complete gathering the required information (e.g., sources of data and data mapping to Watson Data Requirements);
- Provide data extracts per the IBM supplied specifications in accordance with the dates in the approved Project Plan;
- Assist IBM to map the District's data to the IBM formats;
- Define content structure, collection scope and procedures;
- Collect content and metadata;
- Assist IBM with the Analytics setup activities (see section 2.5 above);
- Identify and manage users who will have access rights to Watson Classroom Edition;
- Participate in the bi-weekly Playback sessions to review/validate the system as its configured;
- Participate in User Acceptance Test (UAT) to validate the solution prior to go-live;
- Support Training activities per Training Plan;
- Attend training (Classroom Educators, Admin, Support);
- Provide on-going data and content uploads per roll out schedule;
- Maintain and manage processes to upload data to Watson Education data cloud;
- Make available required personnel per the Work Breakdown Structure including but not limited to:
 - IBM will work primarily with your SIS to address data mapping and integration algorithms during the "Assessment" and Initial Data Integration phases.
 - IT Architects/Specialists for data collection, automation, validation, testing, security and infrastructure configuration
 - Make available Data Architects/Specialists during the Assessment period to address questions related to data mapping and integration algorithms. Teachers and Curriculum/Instruction specialists for content collection workshops and tagging
 - Teachers and Administrators for workshops for UAT and testing

- Teachers and Administrators for Training workshops (Train the Trainer model)
- p. Accept Deliverables in accordance with the Deliverables Acceptance Procedure.

3.3 Level 1 Help Desk Support

Provide Level 1 support services as defined in Appendix B and Appendix C.

- Steady State Application Support is the support to be provided after the on-boarding of school district for each release.
- You will be responsible for assigning Help Desk (Level 1) resources to provide support for the District end users in accordance with the Severity Level Guidelines and Response Time Objectives listed in Appendix B & C.
- District end users will contact their District IT support department first. Issues that cannot be resolved by Level 1 will be assigned to the Level 2. You will be responsible for providing appropriate environmental and diagnostic information as may be requested by Level 2, as well as acting as liaison between Level 2 and the district end users as required.
- When a Level Two request is forwarded to IBM and IBM contacts the teacher directly to resolve the issue, IBM will contact your Help Desk and Digital Learning Team personnel and summarize how the issues was resolved and the current status of the ticket.
- There may be occasions where the Level 2 may not be able to answer all your questions, but they will engage other groups within IBM, including Development (Level 3), to help provide answers to you.
- IBM will provide training for up to three help desk personnel.

3.4 Other Responsibilities

You will:

- a. Make appropriate personnel available to assist IBM in the performance of its responsibilities in accordance with the approved Project Plan;
- b. Provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at the District's location;
- c. Supply all prerequisite hardware and software (e.g., iPads for Element) to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;
- d. Provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by you or on behalf of you;
- e. If making available any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable expenses, that IBM may incur from your failure to obtain these licenses or approvals;
- f. Ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, District is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Services;
- g. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data (See Data Privacy terms below for more detail on data privacy requirements) to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;
- h. Allow IBM to cite your company name and the general nature of the Services IBM performed for you to IBM's other Clients and prospective Clients;
- i. Agree that IBM and its affiliates, and their subcontractors, may process the business contact information of the District, its employees and contractors worldwide for our business relationship, and the District has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;

- j. Be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- k. If IBM requires access to your production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at your location when not in use by IBM.

4. Estimated Schedule

The Services will be performed consistent with the following estimated schedule. You and IBM both agree to make reasonable efforts to carry out our respective responsibilities in order to achieve this schedule.

Estimated Start Date for Implementation Services: **07/01/2017**

Estimated End Date for Implementation Services: **12/31/2017**

The term of the subscription or managed service shall be approximately **thirty-six (36)** months commencing on the 1st day following the end of the Implementation Services being ordered under this SOW. After twelve months from the Start Date set forth in Section 7.3, this SOW shall renew automatically for up to two additional twelve (12) month periods, unless Client provides written notice not to renew at least 90 days prior to July 1st of each year of this SOW.

5. Deliverables

Deliverable	Deliverable Type	Description
Project Plan	Existing Works	<p>Purpose: The plan will document and track progress throughout the rollout strategy and will be updated continuously by the IBM Project Manager.</p> <p>Content: The Project Plan will consist of the following:</p> <ul style="list-style-type: none"> • Project milestones, activities, tasks, and assigned resources • Project task dependencies • Project task estimated start and completion dates <p>Delivery: IBM will deliver one copy of this document in softcopy format</p>
Status Report	Existing Works	<p>Purpose: The purpose of the monthly reporting is to provide the District Project Manager an update on the support metrics being utilized to manage the solution during the run period.</p> <p>Content: The reporting will generally consist of the following, as appropriate:</p> <ul style="list-style-type: none"> • Summary of project timeline with milestones with indication of how team is tracking to original planned dates • List of accomplishments, planned activities, and dependencies on upcoming tasks. • Project Issues and Risks <p>Delivery: IBM will deliver one copy of this document in softcopy format.</p>

Data Integration Design	Existing Works	<p>Purpose: The purpose of this document is to provide the districts the data integration and management plan and process</p> <p>Content: The document will generally consist of the following:</p> <ul style="list-style-type: none"> • Watson Education Data Collection data model with element level details • Data Collection Frequency and process • District Data Sources. <p>Delivery: IBM will deliver one copy of this document in softcopy format.</p>
Information Security Plan	Existing Works	<p>Purpose: The Information Security Plan is to document and communicate the protection requirements for the IBM Watson Education product suite. This deliverable defines the plan and controls used to manage and support access to the system and production data as defined for IBM Watson Education Insights, IBM Watson Enlight for Educators and IBM Watson Element for Educators</p> <p>Content: The Information Security Plan includes the following details:</p> <ul style="list-style-type: none"> • The School Districts specified data security and privacy requirements. • The definition of School Districts Information, Sensitive Personal Information and Business Sensitive Information. • The IBM Watson Education Insights system environment, School Districts sensitive data that is accessed through both the IBM Watson Enlight for Educators and the IBM Watson Element for Educators applications, the data that is contained on or sourced from the School Districts environment, and any data copied from production for test or development. • The knowledge that project team members must attain to enable them to manage and support access to the systems and information. • Workplace Security controls to ensure security of the personal information, sensitive personal information and business sensitive information (PI/SPI/BSI) at the workplace. • The data security techniques used for controlling and restricting access to the School Districts Education systems and PI/SPI/BSI in all environments (including development, test and production environment). • The controls for restricting user access to the School Districts systems, IBM Watson Education Insights and all data. <p>Delivery: IBM will deliver one copy of this document in softcopy format.</p>

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable.

6. Other Terms

The following terms are in addition to those specified in the Additional Terms section of the SOW, if any.

6.1 Grant of License and Use Rights

IBM Watson Classroom Edition includes IBM Watson Enlight for Educators (“Enlight”) and IBM Watson Element for Educators (“Element”). The Enlight Service Description terms attached as Appendix B and the Element License Information terms attached as Appendix C are incorporated into this SOW and apply to your use of IBM Watson Classroom Edition.

The Element application is being delivered to Client via the Apple App Store. By distributing the Element app to Client via Apple App Store, Client acknowledges that the app is subject to the Apple App Store application approval process. Therefore, target delivery dates for each application release or update will be dependent upon Apple App Store processing timelines and approvals for each application submission. IBM WILL NOT BE HELD RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) DUE TO APPLE APP STORE’S APPLICATION APPROVAL PROCESS OR PROCESSING TIMELINES.

To the extent Client provides feedback (including requirements information, suggestions, improvements, or reports) (collectively “Feedback”) regarding IBM Watson Classroom Edition, Client grants IBM and those acting under IBM’s direction, a perpetual, worldwide right to use the Feedback to create or to improve commercialized products and services. Client or Client’s suppliers will retain ownership of the Feedback and IBM will retain ownership of its products and services, including any improvements thereof which may result from Feedback. Client affirms that it is the owner of the Feedback and has the authority to grant these rights. Client acknowledges that there is no payment due by IBM, now or in future, for the receipt and use of Feedback.

6.2 Confidential Information

Notwithstanding anything to the contrary in the Agreement, the parties hereto agree that the IBM Agreement for the Exchange of Confidential Information (“AECI”) shall govern the obligations and rights of the parties with respect to any Information (as defined in the AECI) exchanged between the parties during the term of this SOW. The AECI is incorporated into, and subject to, this SOW, and is located at:

<http://ibm.com/terms/us>

(which location may be changed from time to time). The terms of this SOW shall be considered confidential information under the AECI.

Notwithstanding any other term in this SOW or the AECI, the parties acknowledge and agree that Client is a governmental entity obligated to comply with the Texas Public Information Act. Texas law governs this SOW and the AECI without regard to conflicts of law principles.

6.3 Compliance with Laws and Regulations

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

6.4 Termination

After twelve months from the Start Date set forth in Section 7.3, this SOW shall renew automatically for up to two additional twelve (12) month periods, unless Client provides written notice not to renew at least 90 days prior to July 1st of each year of this SOW.

IBM may terminate this SOW or the District’s right to use the IBM Watson Classroom Edition if District does not comply with any material terms of this SOW.

If District is in noncompliance with any of the material terms of this SOW, District shall be given thirty (30) days, ten (10) days for non-payment, to correct before termination.

6.4.1 Effect of Termination

In the event of termination of this SOW, the District will remain obligated to pay the following amounts to IBM:

- The charges for Services IBM provides (including access to and use of the IBM Watson Classroom Solution, including IBM Watson Enlight and the IBM Watson Element), Products IBM delivers, and all Materials IBM has prepared, whether or not completed or delivered, for the full duration of the current academic year; and

- Any subscription exit charge to be calculated upon termination. The subscription exit charge will be the difference between the charges for the academic year and fees paid to date by the client for that academic year, plus any fees due and payable from previous periods (the "Subscription Exit Charge"); and
- If the District terminates, all costs and expenses IBM incurs in terminating the Services.
- Upon termination of this SOW, the District's access to the Cloud Service and all licenses to Programs included with IBM Watson Classroom Edition, including the District's right to use Element (including any Supporting Programs, as defined in the Element license agreement) are terminated.

In the event the District cancels renewal of a subscription, the District shall pay IBM the charges for Services IBM provided and the Subscription Exit Charge. If the District elects to discontinue IBM Watson Education Classroom Edition, IBM will terminate the District's access to the Cloud Service and all licenses to Programs included with IBM Watson Classroom Edition including the District's right to use Element (including any supporting Programs, as defined in the Element license agreement).

Upon termination of the right to use the IBM Watson Classroom Edition, the District agrees to decommission the IBM Watson Classroom Edition from its production environment, make no further use of the IBM Watson Classroom Edition (and any copies), destroy the Programs (Element and any supporting Programs) and certify such destruction to IBM.

7. Charges

IBM will provide two types of chargeable items for this SOA; Services to Implement, and License and Subscription charges.

Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Late payment fees may apply.

This quote/SOW is provided under the terms of IBM's NCPA contract #01-67.

7.1 Chargeable Services to Implement the IBM Watson Classroom Edition

IBM will provide the Implementation services, described in this SOW on a fixed priced basis for \$75,000. In addition, travel and living expenses (including actual transportation and lodging, and per diem meal expenses) will be incrementally invoiced monthly during implementation and will not exceed \$25,000.

IBM will invoice the District for the Implementation services at the conclusion of User Acceptance Testing or four weeks from the commencement of Deployment, whichever is sooner.

7.2 IBM License and Subscription Charges

As set forth in this SOW, the District will be provided the right to use the Watson Education Classroom Edition consisting of access to the Watson Education Insights data cloud via Cloud Services (Enlight) and the license to the Program (Element).

IBM grants the District license rights to the IBM Watson Education Classroom Edition during the period of this contract for up to 3,700 students based upon the District's PEIMS report to the State of Texas for average student daily attendance. Additional license and subscription charges may be purchased based upon mutually agreeable terms and conditions.

The license and subscription charges for the term of this SOW are shown in the table below, exclusive of applicable taxes.

IBM will invoice the Client for the License and Subscription charges 30 days prior to July 1 of each calendar year during the Term of this agreement.

IBM Program and Cloud Services	Contract signature until June 30, 2018	July 1, 2018 until June 30, 2019	July 1, 2019 until June 30, 2019
Watson Classroom Edition	\$44,400	\$44,400	\$44,400

7.3 IBM Program License and Cloud Service Access Term

The initial duration of Program and Cloud Services Access ("Term") is shown in the table below. The Term Start Date will begin upon contract signature.

Program and Cloud Services	Term	
	Start Date	End Date
Watson Classroom Edition	07/01/2017	06/30/2020

Appendix B: Service Description

IBM Watson Enlight for Educators

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service.

1. Cloud Service

IBM Watson Enlight for Educators focuses on the teacher as having a central role in a learner's ecosystem. It uses analytics to provide educators with insights into each learner's academic performance and achievement. IBM Watson Enlight for Educators uses Watson cognitive analytics to perform deep analysis of the education entity's instructional materials. Using these analytics, IBM Watson Enlight for Educators is designed to help guide educators toward appropriate materials that are aligned with each learner's needs and goals. IBM Watson Enlight for Educators delivers these insights through a transformative, browser-based user experience that is deeply personalized to the needs and modes of work for the educator.

IBM Watson Enlight for Educators is integrated with IBM Watson Education Insights (WEI), an IBM hosted cloud-based repository for data extracted from the education entity's systems of record. The data housed in WEI will include data elements required to support the IBM Watson Enlight for Educators Solution.

The Cloud Services require Professional Services to enable Client's access and use. Such Professional Services may be described in a separate Statement of Work ("SOW") or District Work Order ("DWO").

IBM Watson Enlight for Educators uses data from the Client to:

- Provide a user experience tailored to the requirements of classroom teachers.
- Equip teachers with insights to student academic performance and attendance; based upon data provided by the education entity.
- Support teachers' communications with each other regarding their students; consistent with district policy on sharing student information.
- Provide the education entity the ability to load, create, store and access a library of instructional materials analyzed and tagged by Watson cognitive technologies. The tagging helps guide teacher decisions on which materials are best suited for individual student instructional needs. Texas Essential Knowledge and Skills (TEKS) learning progression tables used in Watson Enlight for Educators are based on Vertical Alignment matrices provided by the Houston Independent School District. Student Achievement Partners provided the Coherence Map used in Watson Element for Educators to show the connections and the progression of concepts in Common Core State Standards for Mathematics. Find the Coherence Map and other free resources at achievethecore.org.
- Provide secure, cloud-based access to the information, analysis, and library content in WEI.

A subscription to IBM Watson Enlight for Educators includes access to IBM Watson Enlight for Educators for the teacher role, standard platform maintenance, and upgrades. Help Desk support is as set forth below.

1.1 Data Privacy

Client and IBM acknowledge that:

Client provides to IBM for the purpose of the Services, and IBM requires in order to perform the Services, access to certain confidential information maintained by Client including Education Records (as defined in FERPA) and/or personally identifiable student information ("PII") protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §§ 1232g et seq. and/or content protected by state or federal law and regulations; If Client is a public school in receipt of federal funding, Client and its employees and agents are required, pursuant to FERPA, to maintain the confidentiality of such Education Records and PII;

The Education Records of Client include records that are directly related to a student and that are maintained by Client or an agent of Client;

By fulfilling its obligations to perform the Services which are institutional services for the benefit of Client, IBM (i) is performing a function that would otherwise be performed by employees of Client, (ii) is under the direct control of Client with respect to the use and maintenance of student Education Records, PII, and/or content (iii) is subject to the requirements of FERPA, federal law, state law, and the Client's policies and regulations with regard to Education Records, PII, and/or content and (iv) is determined by Client to meet the criteria set forth in

Client's annual notification of FERPA rights for being a school official with a legitimate interest in the student Education Records.

Client will provide IBM with no data that is regulated by the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, "HIPAA").

Data Access and Collection

Client will provide to IBM timely access to requested, educationally relevant, student data and instructional content in accordance with the terms of this SOW between the parties. Such access will be provided only to the extent Client has obtained all necessary authorizations, consents and permissions in accordance with applicable privacy law. Client maintains, and will disclose to IBM for purposes of IBM's performance of the Services, Education Records and other PII that are directly related its students. To the extent that IBM, in performance of the Services, collects data that directly relates to Clients' students, IBM will disclose and release such data to Client within five (5) business days of Client's written request and the parties agree that such data shall thereafter be part of the Education Records of Client maintained by Client. Upon timely request by a parent or guardian to Client for access to review or correct such personally identifiable information that Client does not yet possess. IBM will undertake a query of the data specific to the applicable student. IBM will deliver the results in a report indicating the titles of the fields and the data for which IBM controls as the system of record. IBM will, within a reasonable time period not to exceed thirty (30) days, provide Client a copy of such data for this purpose.

Consents Permissions and Authorizations for Student Data and Content

Client represents and warrants that Client has obtained for all student data, whether PI or sensitive personal information (SPI) (collectively "Student Data"), and all content submitted by Client or students or teachers ("Content"), all necessary consents, permissions and authorizations under applicable privacy laws to permit its use by IBM for the Services and that the use of the Student Data and Content in conjunction with the Services does not violate any privacy laws. To the extent not prohibited by the laws of the Client's State, Client shall indemnify, hold harmless and defend IBM from any claims, damages, losses, attorney fees and other costs related to Client failure to obtain such necessary consents, permissions and authorizations for Student Data and Content.

Permitted Uses

IBM may access and use the Student Data and/or Content for the purpose of performing the Services and for other uses authorized by Client in writing.

Third Parties

IBM may disclose Client Student Data to subcontractors or other third parties to the extent they (i) are under contractual obligations substantially similar to the terms of this Agreement with respect to Student Data and (ii) need to have access to the Client Student Data in order to perform their services to IBM.

De-identification

IBM may de-identify Student Data and/or Content and once so-de-identified, may use such de-identified data for educationally related purposes not prohibited by applicable law.

Client Compliance with Laws Regarding Student Privacy

Client shall provide parents with timely required notices and shall engage in, and complete all other requirements under FERPA and other applicable laws related to providing IBM access to the Student Data.

Teacher Consent

Client has authorization under applicable law to disclose to IBM, or has obtained, or will obtain prior to disclosure of teacher PII to IBM, consent from teachers whose names, class schedules, or other teacher PII will be disclosed to IBM for the performance of the Services.

Educationally relevant and necessary data only

Client shall provide IBM access only to educationally relevant and necessary data, and with respect to SPI only to the extent requested by IBM.

The following data is representative of the data to be provided:

- Full Name
- Preferred Name
- Email Address
- Address
- Birthdate
- Phone Number
- Photo

Educationally relevant videos and/or photos taken by teachers
Grade Level
Parents/ Guardians
Siblings (“Relationships”)
Class information/schedule
Person ID
Student ID number
Attendance
Student interests, including without limitation:
 Food
 Clubs
 Technology Access
 Pets
 Sports
 Music
Certain Special Designations
 (Gifted/talented, new, ELL, Visual Challenges, Free/Reduced Lunch, IEP)
Ethnicity
Medical Conditions
Allergies
Grades
Test scores
Assessments
Academic record/ history/average/GPA
Teacher observations

No Marketing

IBM will not use the Student Data to market to Client students, their parents or guardians.

Data Disposal and Destruction

Upon expiration or notice of termination, Client shall have 30 days prior to termination to declare the method for IBM to dispose of the Client data in these repositories. The following are the methods available for disposal:

- Deletion of all Client data without providing a copy to Client;
 - Delivery of a copy of all Client data to Client by means of a hard disk delivered by a secure courier, followed by deletion of all Client data from the IBM repositories; or
 - Delivery of a copy of all Client data to Client by means of secure online transmission, followed by deletion of all Client data from IBM repositories.
- If no notice of disposal is received, IBM will deliver a copy of all Client data to Client by means of hard disk delivered by secure courier to the address of record, followed by deletion of all Client data from IBM repositories.

The data will be provided in the database format available in the IBM repository. Upon completion of the disposal of the Client data, IBM shall maintain no personally identifiable Client data relating to this Agreement or the Services

2. Security Description

2.1 Security Policies

IBM has an information security team and maintains privacy and security policies that are communicated to IBM employees. IBM requires annual privacy and security training for personnel. IBM security policies are revalidated annually based upon industry practices and IBM business requirements. Security incidents are handled based on a comprehensive incident response procedure. IBM maintains physical security standards designed to limit access to authorized personnel at IBM data centers, including limited and monitored access points. Visitors register upon entering and are escorted while on the premises.

2.2 Security Features

IBM's data security policies are published on

[http://www-03.ibm.com/software/sla/sladb.nsf/pdf/KUP12494/\\$file/KUP12494USEN.pdf](http://www-03.ibm.com/software/sla/sladb.nsf/pdf/KUP12494/$file/KUP12494USEN.pdf). Any change to IBM's data security policies will not degrade the security of the Cloud Service.

These policies apply to the Enlight service except as noted below:

- Connections to the IBM Watson Insight Cloud through https and sFTP to provide a secure protocols for encrypt communications

- The Cloud Service does encrypt content when at rest awaiting data transmission.
- Client is responsible to encrypt content prior to adding to the Cloud Service, if desired. Client will coordinate the sharing of keys with IBM.

2.3 Compliance

IBM performs industry standard SSAE 16 audits (or their equivalent) annually in production data centers for compliance of IBM information security policies. IBM maintains annual SOC II certification for specific SoftLayer data center location(s) used to provide the Cloud Service. IBM's SOC II report audits the security, availability and process integrity of how SoftLayer data centers operate its physical facilities. The audit report is available to Client and its auditors upon request.

4. Technical Support

Help Desk Level 1.5 support for IBM Watson Classroom will be provided via email, online forums, and an online problem reporting system. IBM will also make available a Service Support Handbook which provides technical support contact information and other information and processes.

IBM will host Enlight environment within one of its IBM SoftLayer Cloud Infrastructure Data Centers. Additional information regarding IBM SoftLayer Data Centers, including physical security, can be reviewed at <http://www.softlayer.com/data-centers>.

IBM will provide an IBM support team with the following responsibilities:

- Provide security, operating system, and middleware support on top of the cloud instances; and
- Apply all operating system and middleware fix packs as required

Infrastructure Availability: IBM will do pro-active monitoring of the systems and application health check and performance. Any planned shutdown / unavailability of the system will be communicated to the District with reasonable notice. IBM will work with the District to prepare a planned maintenance schedule that minimizes impact to the operational hours of Enlight.

Backup / Restore: IBM will be responsible to take back-up of the system / data on regular basis and will be responsible to restore to the last back-up if required.

Backups are performed daily. IBM will retain a backup copy of Client's data for a maximum period of 7 days. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

4.1 Client Responsibilities (Level 1):

- a. Provide Single Point of Contact Help Desk support to the District IT support department and District user community.
- b. Provide support services including, technical support, first call resolution, end to end call and problem management.
- c. Provide initial call logging, problem support and diagnosis services for End User problems.
- d. Provide all support around user access management (password resets, forgotten credentials, etc.).
- e. Attempt to resolve all calls while on the phone with the user through a combination of knowledge of the applications and scripted solution responses for recurrent or common user issues;
- f. Answer how-to questions, investigate problems, provide transaction support, and provide continuous improvement to support by monitoring call trends and augmenting the scripted response database;
- g. Maintain the opening and closing of tickets for tracking purposes and track call response metrics for internal process improvement efforts; and
- h. Work on incident and problem management and minor enhancements.

When a user experiences a problem that Level 1 cannot resolve, Level 1 will create a ticket for the IBM Help Desk. If, based on the complexity of the problem, it is beneficial for Level 1 to assist the user in conveying the nature of the problem to the IBM Help Desk. The ticket owner is responsible for completing the resolution process and documenting the problem resolution. Access to Level 2 is intended for Level 1 and Level 1 will ensure Level 2 is not contacted directly by the Districts.

The following practices outline the ticket submission process to be followed by the Client's Level 1 support:

- Problems shall be submitted electronically via the identified self-service ticketing portal
- Only one problem or question should be submitted per Support Ticket/Incident/Case
- Severity will be selected based on the business impact as defined in the table below.

- IBM support should be kept informed of major upgrades/implementations of the Client's system
- Provide timely feedback on recommendations or requested actions, so that the Level 2 Support team can close out the Support Ticket when the problem has been resolved. If the problem reoccurs the user may reopen the original Support Ticket by resubmitting it electronically.

IBM Responsibilities (Level 2):

- Provide Level 2 support for the IBM Watson Enlight solution through the self-service ticketing portal https://cbs.sccd.ibmsserviceengage.com/maximo_b1dk/webclient/login/login.jsp
- Triage the ticket and troubleshoot. If Level 2 is not able to resolve the issue, the team will coordinate triage of the ticket and handoff to the responsible Level 3 team.
- Level 2 will acknowledge requests for support, with a response time objective of 24 hours or less, between the hours of 6:00 a.m. to 10:00 p.m., Monday through Friday in the CST time zone, except on IBM and national holidays. After Hours Support (outside of the regular operating hours stated above) is available only for Severity 1 issues on business days, weekends, and holidays.
- IBM will attempt to provide fixes to problems in the IBM Watson for Educators Solution identified by the District. Fixes may be packaged and delivered as a system update or workaround. In the event IBM cannot reproduce the reported problem, IBM may choose to close the ticket. In such an event, IBM will notify the District that the problem has been closed. In the event there is no reasonable resolution for the problem, IBM may choose to close the ticket. In such an event, IBM will notify the District that the problem has been closed and the reason for closure.
- Problems still open at the end of the support period will be:
 - fixed,
 - a work around provided, or
 - fix will be tested, if fix test passes the problem ticket will be closed and communicated. If fix does not meet YOUR ISD needs a new defect can be created or change process initiated.

IBM Responsibilities (Level 3):

Level 3 Support will be invoked when neither the Level 1 nor the Level 2 technicians are able to resolve the software problem. The types of support provided by Level 3 include:

- Fix the incidents and defects that Level 2 was unable to resolve,
- Work with software manufacturers and product developers, as appropriate, to resolve problems and defects,
- Perform root cause analysis as defined in the incident and problem management procedure,
- Document actions in the incident record and pass back to Level 2 for resolution with the end user,
- Participate in the escalation process that was established during the transition phase to resolve priority issues, and
- Make recommendations for process and tool improvements

5. Response Time Objectives

The following table is intended to outline response time objectives that the Help Desk should strive to achieve, measured from the time the Help Desk receives the initial request for support, to the time it provides an initial communication back to the requester.

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	<p>Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. Critical system processing has stopped, all locations are impacted, and users are unable to perform work. No workaround, bypass or alternative is available. Major financial impact condition exists.</p> <p>Note: We will work with you 24 X 7 to resolve critical problems providing you have a technical resource available to work during these hours.</p>	Within 1 business hour	24x7

2	Significant business impact: A service business feature or function of the service is severely restricted in its use or you are in jeopardy of missing business. A key component, application, Critical System or network is down, degraded or unusable. Processing is severely impacted, multiple locations are impacted and no acceptable workaround, alternative or bypass exists	Within 2 business hours	Mon - Fri business hours
3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations. A component, minor application or procedure is down, unusable or difficult to use. There is some operational impact, but no immediate impact on service delivery. An acceptable workaround, alternative or bypass exists	Within 8 business hours	Mon - Fri business hours
4	Minimal business impact: An inquiry or non-technical request. A component, procedure or personal application is not usable. No impact to business, single incident failure, and a workaround, alternative or bypass is available. Deferred maintenance is acceptable.	Within 1 business day	Mon - Fri business hours

6. Charges

The charges for the Cloud Services and any options selected are specified in an order agreement.

Implementation Fee:

A one-time charge for configuring the system that will include implementing IBM Watson Enlight for Educators for the Client, onboarding the data, training and any support after the completion of implementation.

Subscription Fee:

The Subscription fee of per student per year will be charged on an annual basis. This will allow every teacher in the school district to use IBM Watson Enlight for Educators.

Other Services:

Any additional customization following the first year implementation will be charged separately.

6.1 Verification

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

7. Term and Renewal Options

7.1 Term

The term of the Cloud Service begins on the date that IBM accepts the order and continues for the term specified in the order agreement.

Appendix C: License Information – Watson Element for Educators

License Information and Other Terms

IBM Watson Element for Educators

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International License Agreement for Non-Warranted Programs (Z125-5589-05) applies.

Program Name: IBM Watson Element for Educators

Program Number: Mobile App

Program-unique Terms

1.1 Special Terms

1. Program-unique Term

a. "IBM Watson Element for Educators" is the mobile app (sometimes referred to as the "App" or "Element" herein) downloaded by users that is connected to the Watson Education Solution.

b. "Watson Education Solution" means the IBM Watson Education group of products that support and are provided with Watson Element for Educators.

c. "Products" means the IBM Watson Element, the User Interface ("UI"), and the Watson Education Insights, the backend that powers Watson Element.

d. "You" or "Licensee" means the Teacher operating the device on which the Program is installed.

e. "Your" Sponsoring Enterprise" means DISTRICT who authorized Your access to the IBM Watson Element for Educators Mobile mobile app, for example, Your employer, also referred to as "Client".

f. Your "Authorized Use" of the app is to run one copy of the app on a device.

g. "Platform" means the Mobile First Platform.

2. IBM Watson Element for Educators is an application that enables Your Sponsoring Enterprise to use the Products as a cloud service provided by IBM on its computer systems (the "Services"). If You have questions or need further information about how Your Sponsoring Enterprise uses the IBM Watson Element for Educators, please contact Your Sponsoring Enterprise.

3. Description of IBM Watson Element for Educators

a. Element is integrated with the IBM Watson Education Insights (or "Insights"), an IBM hosted cloud-based repository for data extracted from school systems of record. The data housed in Insights will include data elements required to support the Watson for Educators Solution.

b. Element provides a singular place for educators to provide and find information about their students. The app provides users with the ability to assess student progress in learning standards, provide critical information that educators use to connect with their learners, and allows for easy communication between educators through the app.

4. The Following Terms Apply When Your Sponsoring Enterprise uses the IBM Watson Element for Educators as Services.

a. The terms in the International License Agreement for Non-Warranted Programs for Charges, Taxes, Money-back Guarantee, and Program Transfer do not apply to the Program.

b. IBM and its third-party suppliers or licensors have all right, title, and interest (including ownership of copyright) in the App and Platform, (and the Watson Education Solution and all the Products); the App and Platform are copyrighted and licensed, not sold. Texas Essential Knowledge and Skills (TEKS) learning progression tables used in Watson Enlight for Educators are based on Vertical Alignment matrices provided by the Houston Independent School District. Student Achievement Partners provided the Coherence Map used in Watson Element for Educators to show the connections and the progression of concepts in Common Core State Standards for Mathematics. Find the Coherence Map and other free resources at achievethecore.org

c. Notice files and terms governing separately licensed components of the programs contained in the App, if any, will be provided.

d. Usage: All modifications made by IBM to the App or any elements or functionality therein under this or any agreement and all rights therein (including copyrights), shall belong exclusively to IBM, but shall be subject to this license.

e. Client's license and Subscription to the App and Platform will terminate at the end of the current Term if 1) Client elects not to renew the License and Subscription for another 12-month term or 2) by non-payment of the License, Subscription and Support fees.

f. IBM may terminate Client's license to use the App if Client fails to comply with any of the terms of this LI.

g. If IBM terminates Client's license to use the App, Client's right to use the Platform is also terminated.

h. Upon termination of the license, Client agrees to decommission the App and Platform including all elements thereof from all environments, destroy and make no further use of the App (and any copies) and certify such destruction to IBM.

i. Unless otherwise agreed, IBM will provide the standard App name and will use the IBM-provided standard App icon(s). Client authorizes IBM to use its logo image and selected color theme within the design and implementation of the App. If Client wishes to use its own App name and App icon, Client will acquire necessary licenses, if any, provide name and icon(s) to IBM and, in the event a

claim is made against IBM based on Client-provided name or icon(s), to the extent permitted by Texas law, Client will indemnify IBM for all damages associated with such claim.

j. Information Gathered for IBM Watson Element for Educators

i. Your Sponsoring Enterprise determines the information collected by the Watson Education Solution for display within the app, some of which could be personally identifiable.

ii. The collected information may include:

1. Educator names, telephone numbers, registered email addresses. Information related to the Watson Element's installation and operations, the Program's ID, Program version and date of installation, security events generated from the Device and information about the Watson Element's errors.

2. Information about the hardware identification, operating systems, application software, inventory, peripheral hardware, security configurations, systems settings and network connections of the Device, the means by which You access the internet, as well as the ID, name, use patterns, device IP address and other identifiable information of the device.

3. Information collected by the Program when it detects software or website activity suspected of involvement in malicious activity including device risk data.

iii. Information You enter into the app may include:

1. Student interests, educationally relevant videos and/or photos of students after You or Your Sponsoring Enterprise receives parental consent to do so, student learning preferences, student behavior, student accomplishments, student activity within the classroom, student understanding of learning standards, additional helpful information to guide educators in personalizing learning experiences for students.

k. Your Sponsoring Enterprise is responsible for the collection use and management of education related information gathered by the Program. If You have questions or need further information, please contact Your Sponsoring Enterprise. If Additional terms related to the Services are below.

1.2 Information Security

1. Security Features

a. IBM shall implement technical and organizational measures agreed upon by Client and IBM designed to prevent accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, and access to student data, whether personal information (PI) or sensitive personal information (SPI) ("Student Data"). To fulfill its obligations under this section, IBM shall have in place the following safeguards:

(i) Access

· Access to Student Data restricted only to those individuals who have a need to know or otherwise access the Student Data to enable IBM to perform its obligations under the SOW, and as otherwise permitted by the SOW. Each individual who has a legitimate need for access assigned a unique (non-default) password designed to maintain the integrity and security of access controls;

· Single-Sign On between Your Sponsoring Enterprise environment and the Cloud environment based on Your Sponsoring Enterprise authentication system. Your Sponsoring Enterprise will be responsible for maintaining and managing of the user accounts;

· Access control mechanisms over Student Data, media, applications, operating systems and equipment, including but not limited to servers, laptop and desktop computers, tablets, and smartphones through role based authentication and authorization;

· Personnel security requirements, including background checks, consistent with applicable law;

· Annual training for IBM employees (including temporary and contract employees) on how to comply with Information Security policies and IBM's physical, technical, and administrative information security safeguards and confidentiality obligations under applicable laws, rules, regulations and guidelines;

· Orphan computer accounts disabled within twenty-four (24) hours;

· Proactive monitoring of IBM employee activities performing services under this SOW.

(ii) System

· Maintain currently supported versions of security agent software for systems (including servers, laptop and desktop computers, tablets, and smartphones) that house Student Data, which include malware protection, and use currently supported patches and virus definitions;

· Systems designed to optimize security through the use of firewalls, private networks, reverse proxies, secure channels, and user accounts;

· Regular monitoring of all security measures used to protect Student Data to confirm such measures are operating in a manner reasonably calculated to prevent unauthorized access to or use of Student Data.

(iii) Data

· Encrypted storage of Student Data on data center servers using a cryptographic algorithm employing a key length of at least 128 bits;

· Proper disposal of Student Data that is no longer needed to perform the Services;

· Transmission of Student Data between servers, laptop and desktop computers, tablets, and smartphones conducted over secure channels using sFTP and HTTPS protocols;

· Personal information not permitted to be placed or stored on any notebook hard drive or removable media, such as compact disc or flash drives, unless encrypted;

· Policy to encrypt Student Data stored on a portable device, including but not limited to a laptop computer, USB drive, or CD using a cryptographic algorithm employing a key length of at least 128 bits;

· Physical access restrictions for hard copy records containing Student Data, including keeping such documents in locked facilities, storage areas, or containers;

2. Intellectual Property - Consents, Permissions, and Authorizations for Student Data and Content

- a. You may provide IBM access to or use of your Student Data and content (including unstructured and structured data, data models) and other data, content and analyses generated solely by using your Student Data and content; collectively "Data", and feedback (including requirements information, suggestions, improvements, or reports); collectively "Feedback" under this agreement.
- b. Your Sponsoring Enterprise represents and warrants that Your Sponsoring Enterprise has obtained for all Data all necessary consents, permissions and authorizations under applicable laws to permit its license and use by IBM for the products and services and that the use of the Data in conjunction with the products and services does not violate any applicable laws or regulations, including privacy laws, and, to the extent permitted by Texas law, shall indemnify IBM from any claims related to use of the Data.
- c. You grant IBM and those acting under IBM's direction, a perpetual, worldwide right to use the Data and Feedback to create or to improve commercialized products and services. You or your suppliers will retain ownership of the Data and Feedback and IBM will retain ownership of its products and services, including any improvements thereof which may result from your Data or Feedback. You affirm that you or your Sponsoring Enterprise are the owner of the Data and Feedback and have the authority to grant these rights. You acknowledge that there is no payment due by IBM, now or in future, for the receipt and use of the Data and Feedback.

3. Data Privacy

Your Sponsoring Organization (also referred to as Client) and IBM acknowledge that:

- Client provides to IBM for the purpose of the Services, and IBM requires in order to perform the Services, access to certain confidential information maintained by Client including Education Records (as defined in FERPA) and/or personally identifiable student information ("PII") protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §§ 1232g et seq. and/or content protected by state or federal law and regulations
- As a public school in receipt of federal funding, Client and its employees and agents are required, pursuant to FERPA, to maintain the confidentiality of such Education Records and PII;
- The Education Records of Client include records that are directly related to a student and that are maintained by Client or an agent of Client;
- By fulfilling its obligations to perform the Services which are institutional services for the benefit of Client, IBM (i) is performing a function that would otherwise be performed by employees of Client, (ii) is under the direct control of Client with respect to the use and maintenance of student Education Records, PII, and/or content (iii) is subject to the requirements of FERPA, federal law, state law, and the Client's policies and regulations with regard to Education Records, PII, and/or content and (iv) is determined by Client to meet the criteria set forth in Client's annual notification of FERPA rights for being a school official with a legitimate interest in the student Education Records; and
- Client will provide IBM with no data that is regulated by the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, "HIPAA").

4. Data Access and Collection

Client will provide to IBM timely access to requested, educationally relevant, student data and instructional content in accordance with the terms of the relevant Statement of Work between the parties. Such access will be provided only to the extent Client has obtained all necessary authorizations, consents and permissions in accordance with applicable privacy law. Client maintains, and will disclose to IBM for purposes of IBM's performance of the Services, Education Records and other PII that are directly related to its students. To the extent that IBM, in performance of the Services, collects data that directly relates to Clients' students, IBM will disclose and release such data to Client and the parties agree that such data shall thereafter be part of the Education Records of Client maintained by Client. Upon timely request by a parent or guardian for access to review or correct such personally identifiable information that Client does not yet possess, IBM will undertake a query of the data specific to the applicable student. IBM will deliver the results in a report indicating the titles of the fields and the data for which IBM controls as the system of record. For purposes of clarity, IBM will, within a reasonable time period not to exceed thirty (30) days, provide Client a copy of such data for this purpose.

5. Consents Permissions and Authorizations for Student Data and Content

Client represents and warrants that Client has obtained for all student data, whether PII or sensitive personal information (SPI) (collectively "Student Data"), and all content submitted by Client or students or teachers ("Content"), all necessary consents, permissions and authorizations under applicable privacy laws to permit its use by IBM for the Services and that the use of the Student Data and Content in conjunction with the Services does not violate any privacy laws. To the extent permitted by Texas law, Client shall indemnify, hold harmless and defend IBM from any claims, damages, losses, attorney fees and other costs related to Client failure to obtain such necessary consents, permissions and authorizations for Student Data and Content.

6. Permitted Uses

IBM may access and use the Student Data and/or Content for the purpose of performing the Services and for other uses authorized by Client in writing.

7. Third Parties

IBM may disclose Client Student Data to subcontractors or other third parties to the extent they (i) are under contractual obligations substantially similar to the terms of this Agreement with respect to Student Data and (ii) need to have access to the Client Student Data in order to perform their services to IBM.

8. De-identification

IBM may de-identify Student Data and/or Content and once so-de-identified, may use such de-identified data for educationally related purposes and products not prohibited by applicable law.

9. Client Compliance with Laws Regarding Student Privacy

Client shall provide parents with timely required notices and shall engage in, and complete all other requirements under FERPA and other applicable laws related to providing IBM access to the Student Data.

10. Teacher Consent

Client has authorization under applicable law to disclose to IBM, or Client has obtained, or will obtain prior to disclosure of teacher PII to IBM, consent from teachers to disclose teacher names, class schedules, or other teacher PII to IBM for the performance of the Services. And in any event, You have provided, or do hereby provide Client with authorization to disclose to IBM, Your names, class schedules, or other teacher PII for the performance of the Services.

11. Educationally relevant and necessary data only

You and Client shall provide IBM access only to educationally relevant and necessary data, and with respect to SPI only to the extent, and in the format, requested by IBM.

The following data is representative of the data to be provided:

- . Full Name
- . Preferred Name
- . Email Address
- . Address
- . Birthdate
- . Birthplace
- . Phone Number
- . Photo provided by the school
- . Educationally relevant videos and/or photos taken by teachers
- . Grade Level
- . Parents/ Guardians
- . Siblings ("Relationships")
- . Class information/schedule
- . Person ID
- . Student ID number
- . Attendance
- . Learning styles
- . Student interest, including without limitation:
 - . Food, Clubs
 - . Technology Access
 - . Pets
 - . Sports
 - . Music
- . Certain Special Designations (gifted/talented, new, ELL, Visual Challenges, Free/Reduced Lunch, IEP)
- . Ethnicity
- . Medical Conditions
- . Allergies
- . Grades
- . Test scores
- . Assessments
- . Academic record/ history/average/GPA
- . Teacher observations

12. No Marketing

IBM will not use the Student Data to market to Client students, their parents or guardians.

13. Data Disposal and Destruction

Upon notice of termination, Client shall have 30 days prior to termination to declare the method for IBM to dispose of the Client data. The following are the methods available for disposal:

- a. Deletion of all Client data without providing a copy to Client;
- b. Delivery of a copy of all Client data to Client by means of a hard disk delivered by a secure courier, followed by deletion of all Client data from the IBM repositories; or
- c. Delivery of a copy of all Client data to Client by means of secure online transmission, followed by deletion of all Client data from IBM repositories.
- d. The data will be provided in the database format available in the IBM repository. Upon completion of the disposal of the Client data, IBM shall maintain no personally identifiable Client data relating to this Agreement or the Services.

14. Conflict

In the event of a conflict between any of the terms within this License Information document and any other license or data privacy terms provided by IBM or provided with the Watson Education Solution, then the terms of this License Information document shall prevail.



Apple iOS App Store Minimum Terms of Developer's Licensee License Agreement

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8. Developer Name and Address: Any Licensee questions, complaints or claims with respect to the Licensed Application should be directed to esorders@us.ibm.com
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