

## FERPA Statement

THIS STATEMENT is provided by Development Cubed Software Incorporated, located at 303 W Joaquin Avenue, Suite 230, San Leandro, CA 94577 (Provider) for the purpose of stipulated a standard Student Information sharing arrangement between the parties which complies with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

Whereas, under FERPA and the regulations promulgated there under (20 USC §1232g and 34 CFR Part 99), personally identifiable information contained in the education record of a student, e.g., student's name, parents' name, address, personal identifier, personal characteristics or other information that would make a student's identity easily traceable may not be disclosed by an educational institution without the consent of a student except to the extent that FERPA authorizes such disclosure; and

Whereas, FERPA authorizes the nonconsensual disclosure of personally identifiable information contained in the education record of a student to "other school officials" whom the educational institution has determined have "legitimate educational interests" in the disclosure; and

Whereas, FERPA further provides that such disclosure may be made only on the condition that the party to whom the personally identifiable information from the education record of a student is disclosed will not disclose the information to any other party without the consent of the student and that the party to whom the disclosure has been made may use the information only for the purposes for which the disclosure was made; and

Now, therefore:

1. For the purposes of this AGREEMENT, and notwithstanding the classification of certain personal identifying information as "directory" or confidential information under FERPA, the parties agree that "Student Information" shall be defined as student local addresses and the corresponding unique student identification number, including, but not limited to, student data, metadata, and user content, and as such, all of the Student Information components shall be subject to the terms and conditions of this AGREEMENT

without exception as if the components are all personally identifiable information contained in the educational record of students under FERPA.

2. Pursuant to FERPA Section 99.31(a) (1), MarchingOrder is designated Provider as an "other school official" with "legitimate educational interests" for the purposes of disclosing to Provider certain Student Information of its students.
3. Provider accepts this designation and the Student Information with the full understanding that the Student Information provided is to be used for the sole and limited purpose of Provider fulfilling its obligations related to educational clients.
4. Our clients shall provide Provider a file of (or provide access to) Student Information for the sole and limited purpose of Providers obligations hereunder.
5. Provider shall only permit access to the Student Information to those employees of Provider directly involved with fulfilling its obligations to our clients. Under no circumstances shall Provider permit access to the Student Information by a third party.
6. Provider shall provide encryption of all Student Information prior to transfer on physical media (CD, DVD or flash drive).
7. Provider shall insure that access to its premises and project staff offices shall be secure.
8. Provider shall insure that storage of the Student Information is accomplished by password protected files located on its secure servers on its computer network with access limited solely to those employees directly involved in fulfilling its obligations to our clients and its network administrator only.
9. Provider will not change how Student Information is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from our clients.
10. Provider will only collect Student Information necessary to fulfill its duties as outlined in this Agreement.
11. Provider is prohibited from mining Student Information for any purposes other than those agreed to by the parties. Data mining or scanning of Student Information or user content for the purpose of advertising or marketing to students or their parents is prohibited.
12. Provider shall destroy all Student Information immediately after the expiration or termination of this AGREEMENT.
13. Provider shall insure that the Student Information shall be maintained in a format of anonymity, so that the files cannot then be converted back to Student Information allowing personal identification of individual students.

14. Provider shall insure that the storage of the Student Information during the term of this AGREEMENT shall be backed up and maintained in secure and confidential network servers per provider's standard protocols for the protection of all Student Information it collects, backs up and maintains.
15. Provider shall not redisclose any Student Information to a third party, including its employees that are not directly involved in fulfilling its obligations to University under this AGREEMENT.
16. Upon completion of its obligations under this AGREEMENT, Provider shall destroy all Student Information collected, matched and analyzed so as to protect the identity of the students and the confidentiality of the personal identifying information. After destruction of the Student Information, Provider shall certify to the University that the destruction of the Student Information has been completed.
17. This Agreement may only be amended in writing signed by the Parties.
18. The Agreement may be executed in separate originals, which together shall comprise one single fully executed document.

In Witness Whereof, etc.

Development Cubed Software, Inc.

Signature:



Printed Name: Tyler Mullins

Title: President