

FreshGrade Terms of Reference to SD46 data

(Exert from contract with FreshGrade and SD46)

6. CLIENT DATA.

- 6.1. **Ownership of Client Data.** As between the Parties, all right, title and interest throughout the world in, to and associated with any and all data, documents, information, materials, work product and other items of any kind whatsoever created, processed, stored or transmitted to, in or from the System by Client or any Authorized User (collectively, “Client Data”) are and shall at all times remain the sole property of Client. Company shall not acquire any right, title or interest (including any IP Rights) in, to or associated with any Client Data.
- 6.2. **Confidentiality.** All Client Data is and shall at all times remain Client’s confidential information. Company will not disclose, give access or otherwise provide to any person Client Data without Client’s prior written authorization, provided that Company shall not be in violation of this restriction in respect of an individual Authorized User who obtains Client Data pertaining to that individual or a child or student of that individual, through the normal operation of the System and in accordance with access protocols established by Client. Upon request by Client at any time, Company shall immediately return to Client in such readable form as Client may reasonably request, or at Client’s written direction permanently delete and destroy, all documents and records containing Client Data that are in the possession or control of Company or any person to whom Company has provided any of Client’s Confidential Information.
- 6.3. **Permitted Use of Client Data.** Client Data may be accessed in accordance with this Agreement, and only as reasonably necessary for Company to operate the SaaS Services. Company will not access, use, copy or disclose Client Data in any other manner or for any other purpose whatsoever. In particular, and without limitation, Company will not use Client Data to advertise, market or promote, directly or indirectly, to Authorized Users using the Software or any other method or form, and:
- a) Company does not sell, use or share individual user data or content for advertising or other similar purposes;
 - b) Company uses non-personally identifiable data in aggregated form internally for analytics and product development;
 - c) Company uses personally identifiable data internally for customer service and technical support;
 - d) Company only shares data and content with authorized stakeholders like students, parent, teachers, and administrators; and
 - e) Company does not own any content or data related to a district, school, teacher, parent or student.

- 6.4. **Location of Client Data.** Company will only collect, process and store Client Data in a secure Canadian storage facility that is compliant with FOIPPA (Freedom of Information and Protection of Privacy Act) data requirements.
- 6.5. **Client Access.** Upon termination of the Agreement, and at the request of the Client, Company shall promptly a full and complete copy of all Client Data that is then stored in or using the SaaS Services or Infrastructure or is otherwise in Company's possession or control, in such readable form as Client may reasonably request.
- 6.6. **Compliance with Directions.** Company shall promptly comply with any direction given by or on behalf of Client regarding Client Data. Without limiting the generality of the foregoing, upon written request by Client, Company shall promptly permanently and irretrievably delete and destroy any and all Client Data that is then in Company's possession, power or control (including Client Data stored in the SaaS Services or Infrastructure) and shall deliver to Client a letter, signed by a senior Company representative, certifying that Company has complied with its obligations regarding the destruction of Client Data set forth in this section 6.6.
- 6.7. **Claim/Complaint/Request.** If Company receives from any person (including any domestic or foreign law enforcement agency, government authority or regulator) a claim, complaint or request regarding Client Data, Company shall promptly: (a) advise the person to make the claim, complaint or request to Client's Chief Information Officer; and (b) give written notice of the claim, complaint or request to Client, where the Company is legally permitted to do so.
- 6.8. **Assistance.** Company shall reasonably assist Client in connection with any investigation or assessment regarding Client's management of Client Data.
- 6.9. **Expiration/Termination of Agreement.** Upon expiration or termination of this Agreement for any reason, Company shall securely store, preserve and protect all Client Data in Company's possession, power or control until Client delivers a direction to deliver or destroy the Client Data pursuant to section 6.6, or for a period of 6 months, whichever is the longer. If Client has not within that time directed Company to destroy Client Data, Company will promptly upon expiry of that time deliver to Client all Client Data in readable form.
- 6.10. **Personal Information.** Company shall treat all Client Data as "personal information", as that term is defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) and shall comply with that statute and all other Canadian laws with respect to personal information.
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- 6.11. **Legal Compliance.** Upon request by Client, Company shall reasonably cooperate with and assist Client to comply with Client's obligations under applicable law (including Canadian personal information protection laws, responding to regulatory audits and inspections, complying with legal data retention, disclosure and destruction obligations, and the directions or orders of any court or regulatory authority).