

**CONTRACT NAME: AGREEMENT BETWEEN BULLETLINK
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Bulletlink and DJUSD for an online newspaper template for the DaVinci Charter Academy Journalism class.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

**AMENDMENT TO CLOUD- BASED SOFTWARE AGREEMENT INVOLVING
PUPIL RECORDS**

**EDUCATION CODE SECTION 49073.1 AMENDMENT TO THE BULLETLINK
AGREEMENT BETWEEN THE DAVIS JOINT UNIFIED SCHOOL DISTRICT AND
BULLETLINK.**

THIS AMENDMENT (“Amendment”) to the **Bulletlink** Agreement by and between the Davis Joint Unified School District, a public school district of the state of California and **Bulletlink**, dated October 19, 2017 (“Agreement”) (a true and correct copy of which is attached hereto as Exhibit “A” and is hereby made and entered into as of October 19, 2017 as follows:

WHEREAS, Vendor provides a platform where publishers can put their newspaper websites online using professionally designed templates.

WHEREAS, as a California public school district, the District is subject to the California Education Code;

WHEREAS, Vendor is a “third party” under Education Code section 49073.1, which defines “third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records;

WHEREAS, Education Code section 49073.1 requests that any contract for the provision of services entered into between District and Vendor contain certain provisions specified in sections (b)(1) through (b)(9) of Education Code section 49073.1; and

WHEREAS, The District and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1.

NOW, THEREFORE, DISTRICT AND VENDOR AGREE TO THE FOLLOWING TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1.

1. Ownership and Control of Pupil Records. Pupil Records shall continue to be the property of and under the control of the District in accordance with California Education Code section 49073.1. For purposes of this contract, “Pupil Records” means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee. For purposes of this Agreement, “Deidentified Information” means information that cannot be used to identify an individual pupil. For purposes of this Agreement, “Pupil Records” does not include Deidentified Information, including aggregated Deidentified Information, used by Vendor to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

2. Ownership and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated

Content to a personal account by notifying the District's Director of Technology in writing of such request. The District will provide a written request to Vendor and Vendor shall return the Pupil-Generated Content in a format acceptable to the District within five (5) days of receiving the District's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

3. **Use of Pupil Records.** Vendor shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

4. **Review of Pupil Records.** A parent, legal guardian, or pupil who has reached the age of eighteen (18) may review personally identifiable information in the pupil's records and correct erroneous information by notifying the District's Director of Technology in writing of such request. The District will meet with parent, legal guardian, or pupil who has reached the age of eighteen (18) to review and correct any information in the Pupil's Records. The District will notify Vendor of the need to review Pupil Records and/or make corrections to any Pupil Records in writing. Vendor shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Vendor shall cooperate with the District in complying with this mandate.

5. **Security and Confidentiality of Pupil Records.** Vendor agrees to hold Pupil Records in strict confidence. Vendor shall not use or disclose Pupil Records received from or on behalf of District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. Vendor agrees that it will protect the Pupil Records it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Vendor will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of District, as set forth in this contract. These measures shall be extended by contract to all subcontractors used by Vendor. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Section, District may, in its sole discretion, terminate the Agreement immediately if cure is not possible. District shall provide written notice to Vendor describing the violation, the action it intends to take and the timeframe for such action.

6. **Breach Notification Process.** Vendor, within one (1) business day of discovery, shall report to District any use or disclosure of Pupil Records not authorized by the Agreement or otherwise authorized in writing by the District. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of eighteen (18) will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Vendor of liability in the event of an unauthorized disclosure of Pupil Records.

7. **Retention and Destruction of Pupil Records.** Vendor certifies that a pupil's records shall not be retained or available to Vendor upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Vendor shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Vendor shall return all Pupil Records to District in a format acceptable to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Pupil Records. Vendor shall not destroy any Pupil Records without express written permission of District. Vendor shall comply with any litigation hold or order to preserve Pupil Records.

8. **Compliance with Applicable Laws.** The District and Vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Sec. 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Vendor is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Vendor shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor; the services being provided by Vendor; Vendor's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 *et seq.*, the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Vendor certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records and Vendor will comply with all such requirements.

9. **Prohibition on Targeted Advertising.** Vendor shall not use PII in Pupil Records to engage in targeted advertising.

10. **Governing Law and Venue.** The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of California. Any dispute, claims, demands or actions arising out of or in relation to the Agreement and this Amendment shall be brought in and resolved by the Superior Court of the County of Yolo.

11. **Effect of Amendment.** If any provisions of this Amendment to the Agreement conflict or are otherwise contrary to the original terms of the Agreement, the terms of this Amendment prevail.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the District and Vendor shall remain unchanged and in full force and effect.

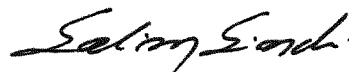
Dated this 19 Day of October, 2017.

Davis Joint Unified School District

Bulletlink

By: _____

By:



Its: _____

Its: Owner

Terms of Service

AGREEMENT

bulletlink.com's Online Application Service is provided to you ("you" or "Client") under the terms and conditions of this bulletlink.com's Agreement and any amendments thereto and any operating rules or policies. bulletlink.com reserves the right, in its sole discretion, to change, modify, add or remove all or part of the Online Application Service at any time. Client will receive notice of such changes and/or modifications.

1. By accepting the terms and conditions of the Online Application Service, Client (a) represents and warrants that he or she is 18 years old or older; (b) agrees to provide true, accurate, current and complete information about Client as prompted by the Account Registration Form; and (c) agrees to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current or incomplete, bulletlink.com has the right to terminate Client's account and refuse any and all current or future use of the Service.
2. BY COMPLETING THE PAYMENT PROCESS, YOU AGREE TO BE BOUND BY THE Online Application Service. Nothing in this agreement obligates bulletlink.com or the Service to list, link to, accept or otherwise host any Online Application Service anywhere on the bulletlink.com site. If these terms and conditions or any future changes are unacceptable to you, you may cancel your account.
3. PROPRIETARY RIGHTS Software License. bulletlink.com hereby grants Client a non-exclusive, non-transferable license to use the Software in object code form only on a server controlled by bulletlink.com for the sole purpose of creating and maintaining web site on such server. Client is not being granted any right to copy the Software or to use it on computers other than a server controlled by bulletlink.com. Client may not use Web pages or parts of Web pages generated by means of the Software, other than content that originates from and is proprietary to Client, on any server other than the servers controlled by bulletlink.com without bulletlink.com's express written agreement. Client also acknowledges and agrees that the Software is intended for access and use by means of web browsing software, and that bulletlink.com does not commit to support any particular browsing platform. bulletlink.com reserves the right at any time to revise and modify the Software, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the Software, without notice to Client. If any revision or modification to the Software materially changes Merchant's ability to conduct business, Client's sole remedy is to terminate the Online Application Service.
4. Client acknowledges and agrees that content available from bulletlink.com or the Service, including but not limited to text, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, is protected by copyright, trademark, patent, or other proprietary rights and laws, and may not be used in any manner.
5. Client shall pay bulletlink.com a monthly fee plus one-time setup fee (visit our home page for pricing and setup fees). All such fees are payable in U.S. dollars to bulletlink.com and shall be charged on the first day of each month. bulletlink.com may also, upon 30 days prior notice to Client, alter its fee schedules and terms of the Online Application Service.
6. Client is entitled to full refund (less \$25 for domain registration fee if applicable) if refund is requested within 30-day money-back period in writing or email.
7. The term of the Online Application Service shall be either 3 months or one year commencing on the date that Client opens an account for Client's web site. The term shall automatically renew for successive monthly periods at renewal rates applicable at the time, unless notice of nonrenewal is provided in writing or email within 30 days prior to renewal period. bulletlink.com shall have the right, but not the obligation, to review any

Client website for compliance with the Online Application Service as part of the renewal process, or at any time.

8. Either party, in its sole and absolute discretion, may give notice of nonrenewal with or without cause and without stating any reason therefor. Any notice of nonrenewal must be given at least thirty (30) days prior to the end of the term in writing or email.
9. Termination. Either party may terminate the Online Application Service on thirty (30) days notice in writing or email if the other party has materially breached or is otherwise not in compliance with any provision of the Online Application Service, and such breach or noncompliance is not cured within such thirty (30) day period. bulletlink.com reserves the right to immediately suspend any customer access to the website until such breach or noncompliance is cured.
10. Termination for Illegal or Other Activity. Notwithstanding the foregoing, bulletlink.com may, but has no duty to, immediately terminate Client and remove it from bulletlink.com servers if bulletlink.com in its sole discretion concludes that Client is engaged in illegal activities or the sale of illegal or harmful goods or services, or is engaged in activities or sales that may damage the rights of bulletlink.com or others. Any termination shall take effect immediately and Client expressly agrees that it shall not have any opportunity to cure.
11. Upon termination, bulletlink.com reserves the right to delete from its servers any and all information contained in Client's account, including but not limited to order processing information, mailing lists, and any Web pages generated by the Software.
12. Client shall receive a password from bulletlink.com to provide access to and use of the Online Application Services. Client is entirely responsible for any and all activities which occur under Client's account and password. Client agrees to keep its password confidential, to allow no other person or company to use its account, and to notify bulletlink.com promptly if Client has any reason to believe that the security of its account has been compromised.
13. Client also acknowledges and agrees that bulletlink.com may access Client's account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.
14. Client can obtain assistance with any technical difficulty that may arise in connection with Client's utilization of the Software or Online Application Services by requesting assistance by email or phone provided at bulletlink.com. bulletlink.com reserves the right to establish limitations on the extent of such support, and the hours at which it is available.
15. **DISCLAIMER OF WARRANTIES AND LIABILITIES.** THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER THIS AGREEMENT OR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE ONLINE APPLICATION SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE SOFTWARE WILL PROVIDE UNINTERRUPTED, TIMELY OR ERROR FREE SERVICE. THE SECURITY MECHANISM INCORPORATED IN THE SOFTWARE HAS INHERENT LIMITATIONS AND MERCHANT MUST DETERMINE THAT THE SOFTWARE ADEQUATELY MEETS ITS REQUIREMENTS. CLIENT ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT ITS OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. bulletlink.com, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF bulletlink.com

IS AWARE OF THE RISK OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM CLIENT'S USE OR INABILITY TO USE THE ONLINE APPLICATION SERVICES OR THE SOFTWARE, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE ONLINE APPLICATION SERVICES OR THE SOFTWARE. bulletlink.com's LIABILITY TO MERCHANT SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY CLIENT TO bulletlink.com OVER THE COURSE OF THE EXISTING TERM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

16. Client agrees not to resell or assign or otherwise transfer its rights or obligations under the Online Application Service without the express written authorization of bulletlink.com.
17. Neither party shall be liable to the other for any delay or failure in performance under the Online Application Service resulting directly or indirectly from acts of nature or causes beyond its reasonable control.
18. The Online Application Service constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.
19. The Online Application Service and the relationship between Client and bulletlink.com shall be governed by the laws of the state of Texas without regard to its conflict of law provisions. Client and bulletlink.com agree to submit to the personal and exclusive jurisdiction of the Superior Court of the State of Texas for the County of Harris. bulletlink.com's failure to exercise or enforce any right or provision of the Online Application Service shall not constitute a waiver of such right or provision. If any provision of the Online Application Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and agree that the other provisions of the Online Application Service remain in full force and effect. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Online Application Service must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The section titles in the Online Application Service are for convenience only and have no legal or contractual effect.

bulletlink.com

103 Hillcrest Drive
Murphy, TX 75094

INVOICE

BILL TO:
Da Vinci Charter Academy Kait Sangster 1400 E. 8th st. Davis, CA 95616

DATE
10/19/2017
INVOICE NUMBER
31969

QTY	PERIOD	DESCRIPTION	AMOUNT
1	11/1/2017	davincicharteracademy.net (Invoice for year until: 11/1/2018)	\$328.00
Current Invoice:			\$328.00

Payment is due upon receipt. Thank you for your business.

If you have any issues billing issues, create support tickets from Site Manager.