

# Customer Order - Software Subscription

Service Start Date 2023-07-01

Service End Date 2024-06-30

Year 1 (2023-2024)	Unit Price Per Child	Children Slots	Subtotal
<input checked="" type="checkbox"/> 2023 Pricing: DRDP Data Module	\$5.50	180	\$990.00
<input checked="" type="checkbox"/> 2023 Pricing: Portfolio and Assessment Module (PA)	\$8.00	180	\$1,440.00
<input checked="" type="checkbox"/> 2023 Pricing: DRDP Reflective Lesson Planning Module	\$8.00	180	\$1,440.00
<input checked="" type="checkbox"/> 2023 Pricing: Maintenance & Technical Assistance Fee (10%)	\$387.00	1	\$387.00
			<b>\$4,257.00</b>

# Customer Order

## Professional Development



Service Start Date 07-01-2023

Service End Date 06-30-2024

Professional Development Modules (web-based) Annual PD Subscription Year 1 (2023-2024)	Price Per Module	Quantity	Subtotal
<input checked="" type="checkbox"/> 2023 Pricing: PD Basic Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials - Ideal for 50 or less staf	\$699.00	1	\$699.00
<input type="checkbox"/> 2023 Pricing: PD Standard Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -6 hours of Live Virtual Training with a Learning Genie Specialist - customizable (4-5 sessions)	\$2,499.00	1	\$2,499.00
<input type="checkbox"/> 2023 Pricing: PD Premium Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -12 hours of Live Virtual Training with a Learning Genie Specialist - customizable (8-10 sessions)	\$4,999.00	1	\$4,999.00
<input type="checkbox"/> 2023 Pricing: Head Start Consulting Package This package includes: Consultation from Industry Experts (prior HS Directors / Managers) 25 hours of Live Virtual Consultation - customizable 1 Full Day On-Site Training (6-8 hrs)	\$7,500.00	1	\$7,500.00
<input type="checkbox"/> 2023 Pricing: PD Module Training - Additional Live Session Professional Development Additional Live Session - Customizable	\$500.00	1	\$500.00



<input type="checkbox"/> 2023 Pricing: Parents App Training - Additional Live Session	\$500.00	1	\$500.00
Parent App Additional Live Session - Customizable			
<input type="checkbox"/> 2023 Pricing: 1/2 Day Onsite Training (3-4 hr)	\$1,800.00	1	\$1,800.00
1/2 Day Onsite Professional Development Training to Customers per customer specifications. \$1200 to \$1800 depending on travel cost & group size-			
<input type="checkbox"/> 2023 Pricing: Full Day Onsite Training (6-8 hr)	\$2,500.00	1	\$2,500.00
Full day Onsite Professional Development Training to Customers per customer specifications. \$1500 to \$2500 depending on travel cost & group size			
			<b>\$699.00</b>

# Professional Development Training Offered:

Learning Genie has formally launched professional development courses to support the continuous quality improvements for Early Learning Programs (State Preschool, Head Start, and general Child Care etc.) in the 2022-2023 school year. The Learning Genie PD courses contain four modules. Among the four modules, the Family Engagement module and Portfolio Assessment module courses are aligned with the California Commission for Teacher Credentialing (CTC) Teacher Performance Expectations. The modules are designed with a progression from Teacher and Teaching Assistant (focusing on practical tools) to the Coach/Mentor and Administrators (using data insights, planning actions and giving technical assistance). It could be used for training staff who have different levels of responsibilities or provide a path for continuous core competency improvement.

For the 2022-2023 school year, all trainings are organized with one **zoom live training (45-60 min)** and **unlimited viewing of pre-recorded sessions for unlimited users in the Learning Library**. Post completion of each module, participant will be given a self-assessment quiz and a certificate will be issued for passing that level.

**Any new updates and major improvements in the existing module, you will have priorities to be trained on to ensure agency-wide success with no additional costs.**

A brief description of each module is outlined below. More details are provided in the attachment.

## Module 1

## Data-driven Family Engagement (3 courses)

### Basic Level:

(Assistant Teacher, Teacher, Lead Teacher)

The Basic Level training course covers tactical tools to successfully collaborate and partner with families (parents/caregivers) to support young children's development and learning through Learning Genie's Family Engagement tool.

This training provides a basic understanding of how to: Send two-way messages with families using auto-translation (100+ languages); share video books and digital learning media library content; utilize event tracking and family at-home learning observations; and share lesson plans and at-home learning activities. You will be able to communicate and provide engaging, adaptive learning resources and materials, and track engagement rates using Learning Genie's technology platform. Additionally, you will be able to create and maintain effective home-school-family connections with the support of technology. (This course is ideal for teachers, teacher assistants and family service staff who are new to Learning Genie or need a refresher.) (TPE 2, 3, 4, 6)

### Advanced Level I:

(Lead Teacher, Master Teacher/ Mentor/Site admin)

This training course covers topics, such as: Creating customized learning channels; using tools to create short questionnaires; and how to make the most of the messaging tool to share information with both staff and families.

The survey tool is especially useful to gauge families' needs and interests. You will be able to establish effective and authentic home-school-family connections to support children's development and learning. You will also be able to provide professional activities and resources for staff (e.g., learning media channels). (TPE 2, 4)

**Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)**

This training course focuses on how to get the most from the Learning Genie platform to support program monitoring and management activities. You will learn effective strategies for successfully administering Learning Genie support and internal feature settings. You will also learn cases on how to analyze reports on your Family Engagement Dashboard to make data-driven decisions. Building upon the Advanced Level I training, you will learn how to design, create and implement intentional surveys. You will be able to analyze and reflect upon key data to develop, implement and support your team on Continuous Quality Improvements (CQI) efforts. You will be able to plan, design, implement and assess professional development and growth opportunities for staff, as well as provide them with effective leadership to optimize instructional practice. (ECE-CAPE-2)

## Module 2

## Authentic Observation and Assessment Tool (3 courses)

**Basic Level:**  
**(Assistant Teacher, Teacher,  
Lead Teacher)**

This training course covers how educators can conduct intentional, meaningful observations and create and maintain effective running records/notes for optimal formative assessment ratings. You will learn practical strategies for planning the first 60-day observations and lessons. Additionally, you will learn how to monitor assessment progress (including observations and ratings) for your classroom. (TPE 4, 5)

**Advanced Level I:**  
**(Lead Teacher, Master  
Teacher/ Mentor/Site admin)**

This training focuses on how you can use Learning Genie Notes Review to quickly and effectively seek and receive support from administrators. You will learn different strategies to collect home observations from families and apply them to observation records. You will learn how to utilize observation status reports for lesson planning and observation records. You will be able to view assessment progress to monitor progress on teacher observations. You will learn how to “lock” child data after completing ratings, generate reports that push to DRDP Online and use these reports for parent/teacher conferences. You will be able to evaluate observations, provide feedback with Notes Review, and support staff efforts to intentionally plan and collaborate activities with families. (TPE 6)

**Advanced Level II: (Master  
teacher/Mentor/Coach/ Site  
Admin/Agency Admin)**

This training covers how to effectively analyze Assessment Progress reports to make data-driven decisions. You will learn how to: Use Notes Review to support teachers' development of meaningful observations; effectively use the Dashboard to aggregate and review child assessment data; and utilize the School Readiness Goal tool. Leaders will be able to use assessment data about children's current status and use that data to identify learning needs and establish goals aligned with the Infant/Toddler and Preschool Early Learning Foundations. Administrators will be able to establish rating periods and late enrollment policies. (TPE 4)

## Module 3

## Streamlined In-Kind Collection and Analysis (2 courses)

**Staff Training:**  
**(Teacher, Family Service  
worker)**

This training covers how educators, home visitors, family service staff and administrators assign In-Kind activities and review In-Kind submissions from families and volunteers. Teachers will be able to give reminders and support families on assigned at-home activities and submission.

**Admin Training (Site admin/  
Agency Admin/ In-Kind  
specialist, Fiscal Department)**

The course outlines how agency admin will set up the in-kind templates for at-home activities, volunteer as well as mileages tracking. Teachers, Family Advocates, Administrators, Fiscal Department review and monitor In-Kind submissions as well as internal settings for managing In-Kind. How to analyze and download reports and In-Kind dashboard to make data driven decisions.

## Module 4

## Contactless Attendance and Daily Health Screening ( 2 courses)

**Staff Training:**  
**(Teacher, health staff, other  
supporting staff)**

This training covers how staff will sign in and out children for daily attendance. We will go over different scenarios that can happen at your agency and what those next steps would be. (If you are only using one tool i.e. just Daily Health Card, we will not cover Sign in/out).

**Admin Training**  
**(Site admin, Agency admin,  
Health Manager)**

This training covers how to track live and historic attendance record, manage your Health Cards Statistics and track 14-day trends to ensure school safety. If you are a Health Manager or Administrator in charge of keeping track of children's health or attendance records this training path is for you.

This training covers how parents utilize the basic functions to communicate with their child's school/teacher and see notifications. Parents will learn how to download the parent app and utilize the functions that your school subscribes (e.g. Family Engagement, Portfolios, Daily Health Card, Contactless Attendance). Parents will learn how to set the preferred language, add profile pics. How to chat with teachers, send at home observations including a photo, video or audio evidences that are saved to the child's portfolio as a draft for teachers. Parents will learn how to complete and contribute In-Kind assignments. Parents will learn how to digitally fill out a daily health card daily and scan the schools QR code to track attendance.

## Payment terms & instructions

Payment due 60 days after starting date of the contract or upon request. Discounts will apply only this contract term. Please send all billing Inquiries to [canela.h@learning-genie.com](mailto:canela.h@learning-genie.com)

### Payment Option

- Pay All Up Front for Multi Year Contract
- Pay Annual Invoice Which Will Be Divided Equally Per Total Software Subscription And PD

Training Subscription Each Year

**Annual invoice is automatically generated every year till contract ends**, following by School Fiscal Year from July 1st to June 30. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

Additional fees will apply if the child count on your account increases by more than 20 active children. You will receive an additional invoice for those additional slots or any add-on product/ service through out the school year.

### Pay by Check

Company Learning Genie Inc  
Address 5860 Owens Ave, Suite 250, Carlsbad, CA 92008

### Pay by ACH or Direct Deposit

Bank Name JPMorgan Chase Bank, N.A.  
Account # 552919701  
Routing # 322271627

### Pay by Credit Card

Contact Canela Email [canela.h@learning-genie.com](mailto:canela.h@learning-genie.com) or call 619-376-5045



# Proposal for Mountain View Whisman School District

Created by:

Learning Genie

Learning Genie Inc Sarai Padilla

Net. 60

Prepared for:

Terri Kemper

Mountain View Whisman School District

[tkemper@mvwsd.org](mailto:tkemper@mvwsd.org)

1400 Montecito Avenue, Mountain View, CA 94043

650-526-3533



# Learning Genie

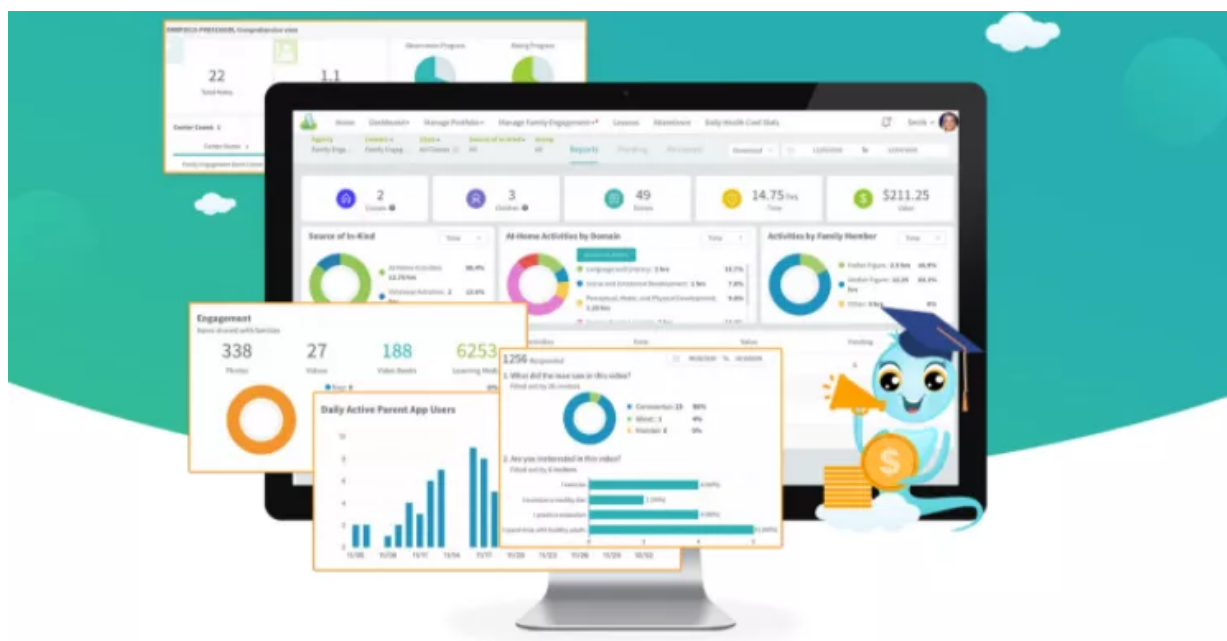


## 2023 Product and Service Offering

Learning Genie provides a suite of software applications (mobile and web-based applications) to empower early learning program administrators and educators to achieve continuous quality improvement with data-driven child assessment and family engagement. Learning Genie supports agency's program quality and data needs via ten (10) different software modules.

- Portfolio and Assessment Module
- DRDP Data Module
- Survey Module
- DRDP Reflective Lesson Planning Module\* (*new 2022*)
- DRDP Reflective Lesson Plan PLUS (with supplementary curriculum) - **(NEW 2023)**
- Family Engagement Module
- Dual Language Learning Module \* (*new 2022*)
- In-Kind Tracking Module
- Contactless Attendance Module with Daily Health Screening
- Infant Sleep Tracking Module \*(*new 2022*)

Learning Genie also provides a web-based professional development and learning portal for educators and administrators to customize and choose different learning pathways to build capacity.



# 2023 Product Offering for State Programs



Select the modules based on your needs or bundle them together for the maximum impact.

## State Program Suite - Essential

This Suite includes 4 modules

1. Portfolio and Assessment Module
2. DRDP Data Hub Module
3. Family Engagement Module
4. Survey Module\*



## State Program Suite - Professional

This Suite includes 5 modules with the option to upgrade to our **NEW DRDP Reflective Lesson Plan PLUS** (with supplementary curriculum)

### Option 1

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. Reflective Lesson Planning Module

### Option 2

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. **NEW** Reflective Lesson Plan PLUS (with supplementary curriculum)\*



\*RLP Plus added a 6-unit (24-week) curriculum aligned with California Preschool Foundation, DRDP2015 Assessment. The curriculum is designed and edited by Dr. Natalie Seers and Dr. Lisa Kaufman, with contributing authors from California college professors, DRDP-certified trainers, and coaches that facilitate the most practical hands-on lessons and are validated and tested by California CSPP and TK teachers.



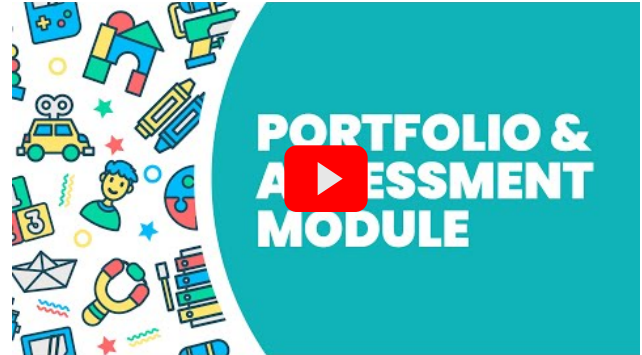
# Learning Genie Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

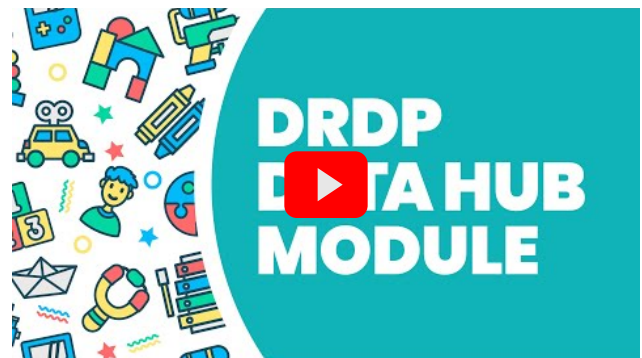
## Portfolio & Assessment Module

This module enables easy collection and tracking of child assessment data (California DRDP2015 standards or other Portfolio based assessment), including child observation notes with evidence with voice-to-text, tagging of DRDP measures, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress, and weekly summary reports sent to all users.



## DRDP Data Hub Module (since 2021)

This module generates California Department of Education approved Child Assessment reports on child, class, center, group/cohort, agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, quality monitoring and improvement for better child and program outcomes. For CA state funded programs, data are automatically sent to the state system via API.



## NEW Curriculum and Reflective Lesson Planning Module

This module provides a rich library of age and developmentally appropriate Lesson Plan activities, aligned with the California Preschool Foundation, DRDP2015 Assessment, and common core standards. Agencies can build and customize agency-wide lesson plan libraries and share them among teachers. The interactive weekly lesson planner enables teachers to plan group and individualized lessons linked to DRDP assessment and child development insights. Lesson plans can be shared among teachers, creating a “virtually shadowing” opportunity for new teachers to learn the planning process from model teachers.



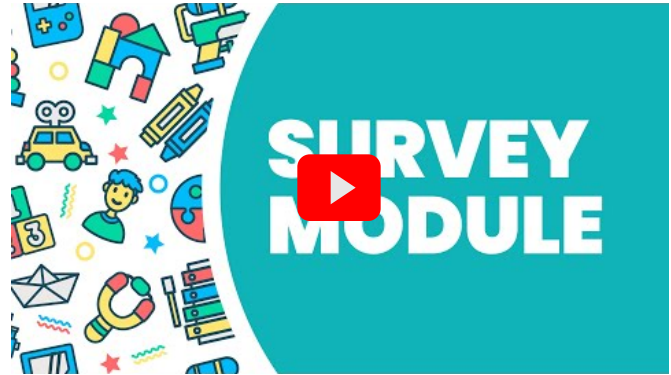
# Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

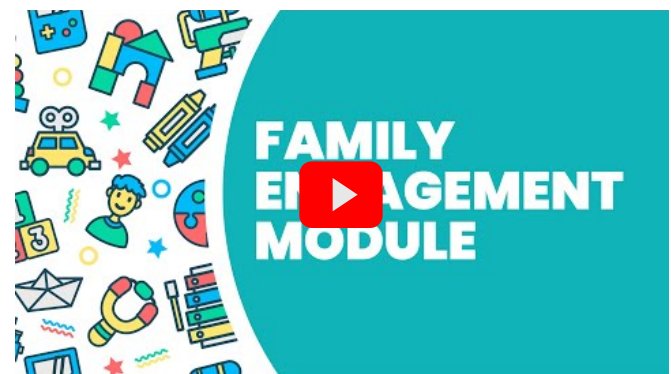
## DRDP Survey Module (since 2021)

This module provides an easy tool for administrators and teachers to create and distribute customized surveys to selected centers/classes or agency-wide to families. It features Parent Survey and Family Outcome Survey (customizable). Parents can fill out surveys directly on the parent app. With surveys automatically linked to children profiles, survey reports can be easily generated with demographic analysis.



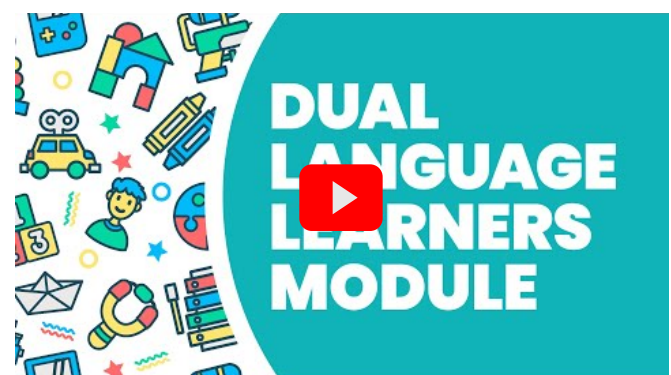
## Family Engagement Module

This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data insights and reports on how families are engaged for continuous quality improvement.



## Dual Language Learners Module

This module helps agencies to fulfill the California AB1636 and Head Start Performance Standards required to deliver high-quality programs for dual language learners. It powers monolinguals built-in with dual language video book channels supporting multiple languages. It also enables teachers to conduct multi-language lessons and engages parents to support children's home language and English development with at-home learning activities. All data are presented in a DLL dashboard for administrators to analyze and report progress and impact.



# Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

## Contactless Sign-in Module

This module provides an app-based contactless solution for parents to easily sign in/out children contactless from their device with a digital signature, together with digital health screening forms that are required from licensing needs. Staff can take attendance, monitor data and print attendance reports from the Dashboard.



## Infant Sleep Tracking Module

This module helps providers to track 15-min infant sleep status to fulfill the California Department of Social Services (CDSS) contract requirements for Safe Sleep. Staff can easily enter the information at their fingertips on a mobile device - saving time and paperwork. Reports are automatically generated for administrators to review, monitor, and serve as documentation for state reporting.



# Sign here to subscribe

OR "FORWARD" THIS DOCUMENT  
TO A LEGAL SIGNATORY

---

I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the privacy policy and term of use of Learning Genie's [Master Service Agreement](#).

Learning Genie Inc



07 / 01 / 2023

Accepted By Agency Mountain View Whisman School  
District

Learning Genie

Accepted By Legal Department Signatory  
(if applicable)





## LEARNING GENIE MASTER SUBSCRIPTION LICENSES & SERVICES AGREEMENT

This Master Subscription Licenses and Services Agreement ("Agreement") is hereby entered into by and between Learning Genie Inc. ("Learning Genie"), a Delaware corporation, located at 5868 Owens Avenue, Suite 250, Carlsbad, CA 92008, and the agency that is executing this Agreement (hereinafter "Customer") with Learning Genie.

1. **Certain Definitions.** The following definitions shall apply to certain terms used throughout this Agreement:

- (a) **Customer Order:** The term "Customer Order" means applicable Learning Genie proposal accepted and executed with this Agreement (or subsequently produced invoice based on Customer purchase order), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, and/or applicable financial terms related to this Agreement, is hereby incorporated into this Agreement.
- (b) **The Learning Genie Suite:** The term "Learning Genie Suite" means the Internet platform and associated mobile applications provided by Learning Genie, together with all software applications, proprietary or otherwise, that comprise the Platform, and any updates, upgrades, derivatives, improvements, enhancements, or extensions of the same. The term "Learning Genie Suite" also encompasses the Learning Genie website, together with all copy, graphics, photographs, videos, documentation, and other content.
- (c) **Module:** The term "Module" means the specific Learning Genie software module described in the applicable Customer Order.
- (d) **Service:** The term "Service" means specific services provided by Learning Genie under this Agreement, including the Software as a Service and other services - technical assistance, ongoing maintenance, customer success, training and professional development services.
- (e) **Subscription Period:** The term "Subscription Period" means the period commencing upon the start date set forth in the applicable Customer Order and continuing until terminated in accordance with Section 12 ("Termination").
- (f) **End User:** The meaning of term "End User" further includes anyone permitted to use any of the Learning Genie services by an Authorized User or by Customer, including an administrator, staff member, teacher, provider, or a parent of a student receiving education service from the Customer. When the context so indicates, the term "User" also means Authorized User or Customer.

2. **End User License Agreement (EULA).** In connection with its subscription, Learning Genie hereby grants Customer a revocable, annual or multi-year as specified in Learning

Genie's Customer Order, non-exclusive, non-transferable, limited right and license to access and use the subscribed software Modules of the Learning Genie Suite during the Subscription Period. The term of which shall commence on the date that the subscription commences and will end upon the termination of any subscription period. Learning Genie reserves the right to immediately terminate the license if the Service is used in breach of the terms set forth herein.

- (a) **Payment:** Subscription fees must be paid in order to continue utilizing the Service. Learning Genie reserves the right to freeze or terminate any unpaid account. If an account is frozen, the user will be denied access to the Service until the account is brought current. Any failure to bring an account current within ninety (90) days of the date it becomes delinquent, will result in the account being terminated and all data will be deleted in accordance with the Learning Genie privacy policy.
- (b) **Ownership:** This Agreement does not confer title, ownership, or any other rights concerning the use of the Service that are not set forth herein. Learning Genie retains all right, title and interest in and to the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof. The Service is protected by applicable laws and treaties worldwide, and may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Learning Genie. All rights not expressly granted to you herein are reserved by Learning Genie.
- (d) **License Restrictions:** Violating any of the following restrictions may result in the immediate termination of the License:
  - (i) **General Restrictions:** The user agrees not to: (i) post and share any information that is abusive, threatening, obscene, defamatory, libelous, or otherwise objectionable and offensive, (ii) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any third party; (iii) commercially exploit the Service in any manner; (iv) provide a password or otherwise grant access to the Learning Genie account to any third parties for any purpose whatsoever; (v) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the System, or otherwise modify the same, in whole or in part; (vi) use the Service to display material that may be subject to copyright protection without the express consent of the copyright owner; (vii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the System; (viii) misrepresent the source of ownership of the System; or (ix) otherwise access or utilize the System in any manner other than permitted by this Agreement.

- (ii) **Access Restrictions:** Only authorized users may access their Learning Genie Account, and authorized users are strictly prohibited from sharing their username and/or password with anyone, and should take all steps necessary to protect their username and password from accidental disclosure. Learning Genie is not responsible for any actions undertaken by persons who obtain unauthorized access to any Learning Genie account. If any user believes that someone has accessed the account without authorization, the user must inform Learning Genie immediately so that we may take appropriate action.
- (iii) **Administrators and Teachers:** Administrators and Teachers are strictly prohibited from using the Service in any manner that violates school policy or applicable regulations, or to otherwise use the Service in a manner that violates our Privacy Policy.
- (iv) **Parents:** Parents who choose to utilize the sharing features of the Service do so at their own risk. Any information that you willingly choose to share with another user through the Service or in a publicly accessible area will be available to other users who access that content, and the Learning Genie will not be held responsible for how others choose to use it. Parents are further required to follow any school policy regarding privacy and are forbidden from publicly sharing photographs that contain any child who is not their own, without the consent of that child's parent.
- (f) **Electronic Signature Policy:** All documents, agreements, records, and other correspondence between and among any User of the Service and Learning Genie that require a signature to have legal effect shall be signed electronically in a manner consistent with the Electronic Signatures in Global and National Commerce Act, 15 USC 96, et. seq. Any electronically signed agreement shall be considered as valid and enforceable as an original, signed document. In California, we are specifically aligned with the Secretary of State's current regulation, Title 2, Division 7, Chapter 10. Digital Signatures, 22000, 22001, 22002, 22003.
- (g) **Health Questionnaire Data Storage:** Learning Genie provides daily health screening tools through APP and Web Portal by Parents or Teachers. Certain data such as COVID-19 symptoms, etc are under the regulation of HIPAA regulations. Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information.
3. **Fees and Payments.** Customer agrees to pay Learning Genie the fees as further described in the Customer Order, subject to the terms of conditions contained in this Agreement. Learning Genie will invoice Customer according to the schedule specified in the Customer Order. Fees shall be due upon execution of this Agreement and payable sixty (60) business days after receipt by Customer of an invoice from Learning Genie.
- (a) **Multi-Year Contracts Payment.** Multi-Year contracts may be paid on a yearly basis or all up front.
- (b) **Child Count Adjustment:** Customer reserves the right to adjust child counts for the upcoming year(s) of their contract. A 30-day written notice is required to be submitted to Learning Genie stating the new child counts. The changes will be applied to invoices of the upcoming year(s). Customer may also notify Learning Genie at any time throughout the year to add child counts to an existing contract.
- (c) **Changes in Child Count (licensed slot):** Due to changes in enrollment throughout the school year, Customer is allowed to have up to 20 additional children in their Learning Genie account without penalty. Customer with excess child counts larger than 20 in addition to subscribed children count under their contract will be required to pay for the additional slots used. Learning Genie reserves the right to bill Customer for these additional children in the form of a separate invoice.
5. **Terms of Service and Privacy Policy.** The Learning Genie App online Terms of Service ("TOS") and Privacy Policy, which are both incorporated herein by this reference, shall at all times apply to the delivery of Learning Genie services under this Agreement. If any conflict or inconsistency exists between the ToS or Privacy Policy and the terms of this Agreement, the terms of this Agreement shall prevail. Learning Genie shall provide the Customer with at least 30 days advance notice prior to making any changes to the Term of Service or Privacy Policy.
6. **Regulatory Compliance.** The services provided by Learning Genie are subject to certain state and federal compliance obligations, namely The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), California AB 1584, as codified in Section 49073.1 of the California Education Code, and California SB 1177, as codified in Section 22584 of the California Business and Professions Code. Accordingly, the required regulatory compliance statements for each of these regulations is attached hereto as Exhibit A and by this reference incorporated herein. Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information (Exhibit B).
7. **DRDP License and Terms:** Certain Modules of Learning Genie software suite provides data management services for the California Department Education (CDE) Desired Results Developmental Profile (DRDP) assessment. The DRDP assessment and its scoring and reporting platform DRDPOnline is a proprietary observational assessment and scoring system used to estimate a child's development which includes the assessment, manuals and other documentation, and any corrections, bug fixes, enhancements, updates or other modifications. Customer who subscribes to the Learning Genie modules containing DRDP are bound by the DRDP (DRDPOnline) End User Licensing Agreement (EULA) with the California Department of Education as the third party beneficiary of the terms, attached hereto as Exhibit C.



8. **Confidential Information:** For purposes of this section, a Party receiving Confidential Information (as defined below) (shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term. Customer hereby acknowledges that Services (including any documentation, software, manuals, guides, training material and videos, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Learning Genie, and Learning Genie hereby acknowledges that Customer Data will be considered Confidential Information belonging to Customer, in each case regardless of whether or not marked as "confidential" or "proprietary".

(a) **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser or any person or entity or third-party, except to its own personnel having a "need to know"(and who themselves are bound by similar nondisclosure restrictions), and to such other recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; ii) use Confidential Information of Discloser except to its license rights or perform its obligations under this Agreement. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(b) **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensated by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

9. **Representations and Warranties:** The Service is made available in reliance upon the following representations and warranties: (i) The user is a school administrator or has been authorized by an Administrator or Teacher to access the service; (ii) the user will not use the Service for the purpose of violating any statute, rule, or regulation, including, without limitation, FERPA or COPPA; (iii) the user will not use the Service to facilitate the distribution of computer viruses, spyware, or any other malicious code; (iv) the user will not use the Service to post information that infringes upon the proprietary rights of third parties, including without limitation intellectual property rights, or rights of publicity or privacy; and (vi) the user will not use the Service in any manner other than as described herein.

10. **Disclaimer of Warranties:** Learning Genie shall undertake its best efforts to monitor and maintain the Service, but offers no guarantee or warranty that it will be free of bugs, errors, or defects, or will otherwise operate without interruption. Customer acknowledges the Service may be

temporarily unavailable from time to time due to scheduled or emergency maintenance. Learning Genie shall provide reasonable advance notice of any scheduled service interruption, and use reasonable efforts to correct any bugs, errors, defects, and other matters outside of its control that may affect the delivery of the Service within a reasonable time frame after they are discovered or reported. EXCEPT AS SET FORTH HEREIN, LEARNING GENIE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" AND LEARNING GENIE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Service may link to external third-party resources that may display advertisements for products and services offered by third parties. Learning Genie makes no guarantees about, and assumes no responsibility for, the content of such advertisements, or the availability, delivery, or performance of any product or service offered therein.

11. **Limited Privacy Warranty.** Learning Genie hereby recognizes that the Customer Data which Customer provides

12. **Term and Termination:**

(a) **Agreement Term.** The term of this Agreement shall commence on the Effective Date (Service Start Date) and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Subscription expires, whichever is earlier.

(b) **Proposal Term.** The term of the applicable Proposal shall commence on the last date the applicable Proposal is signed by the parties and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Subscription expires, whichever is earlier.

(c) **Termination for Breach.** If a party materially breaches this Agreement and/or the terms of any Proposal (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Agreement and/or Proposal upon written notice to the Defaulting Party. Termination of this Agreement and/or the Proposal will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(d) **Termination for Insolvency.** Either party may terminate this Agreement in the event the other party becomes Insolvent. For purposes of this Subsection 9(d), "Insolvent" or "Insolvency" shall mean a party that makes an assignment for the benefit of creditors, has a receiver, trustee, custodian (or similar party) appointed or designated to administer its affairs or otherwise take control of its assets or business operations, becomes a debtor in a voluntary proceeding under any chapter of

the United States Bankruptcy Code or any law or statutory scheme relating to insolvency, reorganization or liquidation, or an involuntary petition in bankruptcy, or other insolvency proceeding is filed against a party and is not dismissed within ninety (90) calendar days thereafter.

(e) Termination for Dissolution. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party ceases to do business, or otherwise terminates its business operations without a successor.

(f) Non-binding for Multi-Year Contract. The Customer is exempted from multi-year contract payment obligations (the remaining portion) when the Customer loses its funding to sustain their program. Customer retains the right to terminate the contract at any period for the upcoming year for which payment is due, for any reason. A 90-day written notice is required to be submitted to Learning Genie to terminate the contract. In the event that a Customer Order includes discounted pricing for multi-year contract and/or bundled services, Learning Genie receives the right to invoice Customer at then-current pricing for the non-terminated Service.

(g) Upon termination pursuant to this Section 12, Customer will pay all outstanding fees, charges and expenses owed through the term of this Agreement as if such Agreement had not been terminated. For the avoidance of doubt, any pre-paid fees are non-refundable.

11. Limitation of Liability: In no event shall Learning Genie be liable to Customer or any other party for any indirect, special, incidental, consequential, or punitive damages, however and wherever arising, that may result from the delivery or failure of the Service, including without limitation to losses incurred due to: (a) software glitches, server failures, power outages, or any other issue beyond Learning Genie's control; (b) any delays in or failure of the Service to operate as described; (c) any use of the Service in violation of the terms of this Agreement.

12. Choice of Law; Forum: This document shall be governed in all respects by the laws of the United States and the State of California. Any claim or dispute arising under this Agreement, whether subject to mandatory arbitration or otherwise, must be brought in San Diego County, California except as otherwise agreed by the Parties. The Parties agree to submit to the personal jurisdiction of the courts located within San Diego, California for the purpose of litigating all such claims or disputes. All claims filed or brought contrary to this section shall be considered improperly filed. Should any claim be filed improperly, the Party against who the claim has been brought may recover reasonable attorneys' fees and costs, provided that the other party has been notified in writing of the improperly filed claim and has failed to withdraw the claim promptly.

## EXHIBIT A

### REGULATORY COMPLIANCE STATEMENTS

**FERPA Compliance Statement:** The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Under FERPA, the student information they document using the Service does not constitute an official education record, but instead constitutes Directory Information as that term is defined in FERPA. Subject to certain exceptions, a school or district cannot disclose personally identifiable information recorded in a student's educational record to a third-party provider such as Learning Genie without the written consent of the student's parents or legal guardians. The exceptions to this prohibition include Directory Information such as that recorded using the Learning Genie Service. As a School Official or Institution providing Directory Information or any other information to Learning Genie, you hereby represent and warrant that your institution has:

- (a) Complied with the Directory Information exception, which includes informing parents what information the Institution deems to be Directory Information, and giving parents a reasonable opportunity to opt-out of the disclosure of such information; or
- (b) Complied with the FERPA School Official Exception by informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers, and defines "Legitimate Educational Interest" to include services such as the type provided by Learning Genie; or
- (c) Obtained all necessary parental written consent to share the Directory Information and Educational Records with Learning Genie, in each case, solely to enable Learning Genie to provide the Service.

Further in compliance with FERPA, Learning Genie will: (i) grant Administrators direct control of the use and maintenance of the information provided to Learning Genie in accordance with their policies; (b) comply with Administrators' data retention, archival, and destruction requirements throughout the term of this Agreement and afterwards; and (c) provide access to information to parents when to do so for the purposes of correcting any inaccuracies therein.

**AB 1584 Compliance Statement:** Pursuant to California AB 1584, as codified in Section 49073.1 of the California Education Code, Learning Genie represents and warrants as follows:

- (a) **Ownership of Pupil Records:** Any and all Pupil Records provided to Learning Genie, or to which Learning Genie has been granted access, are and shall remain the sole property of the School District or educational agency (collectively, "School District") that provided or granted access to such records.
- (b) **Pupil-Generated Content:** The Learning Genie System does not collect or store any Pupil-Generated content. In the event the System is updated to

incorporate such a feature, Learning Genie shall amend this Statement to describe the means by which pupils may retain possession and control of pupil-generated content.

- (c) **Third Party Access and Use:** Learning Genie prohibits all third parties from accessing or utilizing any Pupil Record for any purpose other than those required by or permitted by the contract for Learning Genie's services.
- (d) **Parent and Pupil Review Procedures:** The System enables any Authorized User to permit parents, legal guardians, and eligible pupils to review personally identifiable information contained in Pupil Records, and to correct erroneous information, in accordance with procedures established by the School District.
- (d) **Security and Confidentiality of Pupil Records:** Learning Genie has designated a Security Compliance Officer (SCO), who is responsible for: (i) ensuring that Learning Genie servers are protected against unauthorized access to the greatest degree possible; (ii) limiting employee access to Pupil Records to whatever extent is required for them to perform their job functions; and (iii) training employees in data security procedures to further ensure compliance with company data security policies.
- (e) **Unauthorized Disclosure:** In the event any Pupil Records are inadvertently disclosed via outside data breach or for any other reason, the SCO shall notify the School District that owns such records immediately upon the discovery of such inadvertent disclosure. The School District may in turn utilize the System to notify affected parents, legal guardians, or eligible pupils via posts within the System, emails, or in such other manner as the School District deems appropriate.
- (f) **Post-Contract Data Deletion:** Learning Genie hereby certifies that, upon the termination of a service contract with a School District, it shall isolate and permanently delete any and all Pupil Records belonging to such School District that may remain on the System, unless the School District or applicable regulations require the retention of such data, in which case the records shall be deleted upon the expiration of the retention period. Prior to deleting any Data Records, Learning Genie shall first ensure that the School District has downloaded backups of the same. Notwithstanding the foregoing, Learning Genie reserves the right to retain "de-identified" elements of Pupil Records that do not include personally identifiable information for the purpose of research and for enhancing the Service to the extent permitted by applicable law.
- (g) **FERPA Compliance:** Learning Genie offers School Districts utilizing the System the means to comply with their obligations under the Federal Educational Rights and Privacy Act (20 USC §1232(g)), by enabling Authorized Users to inspect and review Pupil Records and to correct any inaccuracies therein as described in Section 4 of this Agreement.

- (h) Prohibition Against Targeted Advertising: Learning Genie strictly prohibits the use of any personally identifiable information included in a Pupil Record to direct targeted advertising for any product or service. In furtherance of this prohibition, Learning Genie does not sell, trade, or rent any element of personally identifiable information to any third party.

**SB 1177 Compliance Statement:** Pursuant to California SB 1177, as codified in Section 22584 of the California Business and Professions Code, Learning Genie represents and warrants as follows:

- (a) Security Procedures: Learning Genie has designated a Security Compliance Officer (SCO), whose responsibilities are set forth in Section 5(d) of this Agreement;
- (b) Authorized Deletion: Learning Genie will permanently delete any student information upon the request of an authorized school district or educator representative.

Further in compliance with SB1177, Learning Genie does not:

- (i) Use any element of personally identifiable information (PII) of any student for the purpose of directing targeted advertising on its website or application;
- (ii) Use any information (including persistent unique identifiers), created on or gathered by the Service, to amass a profile about a K-12 student except in furtherance of K-12 school purposes;
- (iii) Sell, trade, or rent any information relating to K-12 students to any third party for any purpose whatsoever; or
- (iv) Disclose any information created or gathered by the System unless such disclosure is authorized by the Code.

**HIPAA Compliance Statement:** Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information. Learning Genie product employs encryption of ePHI data in-transit and at-rest. In addition, security management and training for internal staff on handling ePHI data security and contingency and data backup plans for an emergency are addressed as well. Exhibit B shows the Learning Genie HIPAA Compliance Procedures.

#### EXHIBIT B

##### Learning Genie HIPAA Compliance Procedures

Learning Genie follows the HIPAA Privacy Rule which establishes national standards to protect individuals' medical records and other personal health information. Our main data architecture uses the Reference Architecture for HIPAA on Amazon Web Service (AWS) (<https://aws.amazon.com/quickstart/architecture/compliance-hipaa/>). Learning Genie product employs encryption of ePHI data in-transit and at-rest. In addition, security management

and training for internal staff on handling ePHI data security and contingency and data backup plans for an emergency are addressed as well. Below is a detailed description of the technical security and security management protocols.

#### 1 Access Control and Data Encryption

1.1 Access controls provide users with rights and/or privileges to access and perform functions using information systems, applications, programs, or files. Access controls should enable authorized users to access the minimum necessary information needed to perform job functions.

Learning Genie is available on the cloud server with access from iOS (iPad, iPad mini, iPod touch, iPhone), Android phones and tablets, and regular web browsers.

For secured login through mobile devices, we allow school administrators to exclude login from mobile devices that are not in the "allowed list" with specific IP ranges. The privilege of access to the viewing and/or editing ePHI data are restricted to specific personal and protected by additional user ID and password login process.

Administrators or IT departments can turn on "Check MAC Address" switch and upload a list of MAC addresses for the authorized mobile devices. The Learning Genie program will block access to the school account from any unauthorized devices that are not in the school's approved devices list.

The back-end database and service are hosted through AWS. We employ AWS Identity and Access Management (IAM) to manage access to AWS services and resources securely. On top of AWS IAM, the back-end employs Multi-Factor Authentication (MFA) from Amazon Web Service as an extra layer of protection on top of the username and password. With MFA enabled, when a user signs in to an AWS Management Console, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication code from their AWS MFA device (the second factor—what they have).

#### 1.2. Access Control - Emergency Access Procedure

We have introduced a break-glass process, providing the ability to bypass normal access control procedures when existing authentication mechanisms fail. The implementation of a break glass system is based on the deployment of the AWS Systems Manager (SSM) with AWS Key Management Service (KMS) can be leveraged to allow administrative users the ability to recover access to systems on-demand, without having to bake in privileged users with predefined passwords on systems. Through the above process, we could retain the visit of AWS EC2, RDS, and other data/services during the emergency.

#### 1.3. Access Control - Automatic Log off

We have implemented automatic log-off of the component managing ePHI after 4hrs after the first login. Our administrator portal and AWS console also implement an auto log-off every 12 hours.

#### 1.4. Access Control - Encryption and Decryption

Our mobile and web browsers do not store any ePHI data into the local cache, backups, and log files. All data are decrypted and securely transmitted from the cloud storage or database encrypted at rest.

Learning Genie enables encrypted Amazon S3 storage for text files and media files. Amazon EBS volumes and configure Amazon S3 buckets for server-side encryption (SSE) using AES-256 encryption. Additionally, the database we employed such as Amazon RDS, Redis is encrypted using AWS built-in AES-256 encryption. For our Elasticsearch services, we ensure PHI is encrypted at-rest and in-transit within Amazon Elasticsearch Service. We use AWS KMS key encryption to encrypt data at rest in their Amazon ES domains.

From the client-side, Learning Genie does not save any cache or local file of ePHI at users' mobile devices (Learning Genie mobile App), browser cache through users Chrome, Safari, Firefox, or Edge on either Windows-based or MAC OS computers.

The files that need to be downloaded to users' devices, such as excel or PDF contain ePHI data, we employ password protection and encrypt those data files to ensure files are stored at rest encrypted at clients' devices.

**1.5. Audit Controls: Implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.**

Learning Genie establishes the auditing capabilities to allow security analysts to examine detailed activity logs or reports to see who had access, IP address entry, what data was accessed, etc.

Learning Genie uses AWS CloudTrail to record AWS API calls for your account. KMS and CloudTrail are fully integrated, which means CloudTrail logs each request to and from KMS for future auditing.

For Virtual Private Cloud (VPC), Learning Genie can access VPC Flow Logs to capture information about the IP traffic going to and from network interfaces in the VPC. Flow log data can be published to Amazon CloudWatch Logs or Amazon S3.

For Amazon EC2, Learning Genie can run activity log files and audits down to the packet layer on their virtual servers, just as they do on traditional hardware. We can track any IP traffic that reaches their virtual server instance and back up the log files into Amazon S3 for long- term reliable storage.

For the RDS database, Learning Genie can access Microsoft SQL Server error logs, agent logs, trace files, and dump files by using the Amazon RDS console, AWS CLI, or RDS API.

To implement a data back-up plan on AWS, Amazon EBS offers persistent storage for Amazon EC2 virtual server instances. These volumes can be exposed as standard block devices, and they offer off-instance storage that persists independently from the life of an instance. To align with HIPAA guidelines, customers can create point-in-time snapshots of Amazon EBS volumes that are stored automatically in Amazon S3 and are replicated across multiple Availability Zones, which are distinct locations engineered to be insulated from failures in other Availability Zones.

These snapshots can be accessed at any time and can protect data for long-term durability. Amazon S3 also provides a highly available solution for data storage and automated back-ups. By simply loading a file or image into Amazon S3, multiple redundant copies are automatically created and stored in separate data centers. These files can be accessed at any time, from anywhere (based on permissions), and are stored until intentionally deleted.

Moreover, AWS inherently offers a variety of disaster recovery mechanisms. Disaster recovery, the process of protecting an organization's data and IT infrastructure in times of disaster, involves maintaining highly available systems, keeping both the data and system replicated off-site, and enabling continuous access to both.

#### 1.6. Integrity - Mechanism to Authenticate ePHI

We utilize strong authentication technology for access control. Interfaces on mobile or web portal displaying ePHI are accessible to only authorized admin with additional password login protections.

All API calls are through HTTPS protection of the privacy and integrity of the exchanged data while in transit.

The encrypted ePHI data is stored in AWS RDS SQL-server with snapshots and backups in multiple AWS regions to prevent accidental or intentional destruction or alteration.

**1.7. Authentication: Implement procedures to verify that who accesses ePHI is the one claimed.**

Learning Genie allows the system admin to set only designated personnel to be authorized to view the ePHI data. They could only access the specific units (e.g. class, school, or schools) assigned to them. To access ePHI data, additional login with salted password protection is used to authenticate the unique user.

**1.8. Transmission Security - Integrity Controls: Implement security measures to ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of.**

We employ HTTPS encryption throughout all possible data transfer nodes to ensure the integrity of the data. The data transmission between client devices (mobile or web portal) and the AWS cloud server employs HTTPS (SSL/TLS) protocol. At AWS we also use Amazon Virtual Private Cloud (VPC), which provides a private subnet within the AWS cloud, and the ability to use an IPsec Virtual Private Network (VPN) device to provide an encrypted tunnel between the Amazon VPC and the data center. In addition, data transmission among AWS ELB, EC2, RDS SQLServer, S3, and Elastic search all employ the same HTTPS (SSL/TLS) protocol.

**1.9. Transmission Security - Encryption: Implement a mechanism to encrypt ePHI whenever deemed appropriate.**

We also use Amazon Virtual Private Cloud (VPC), which provides a private subnet within the AWS cloud, and the ability to use an IPsec Virtual Private Network (VPN) device to provide an encrypted tunnel between the Amazon VPC and the data center.

In addition, data transmission among AWS ELB, EC2, RDS SQLServer, S3, and Elastic search all employ the same HTTPS (SSL/TLS) protocol.

## 2. Security Management Process and Risk Control Procedures

### 2.1. Security Management Process - Risk Analysis

Learning Genie performs and documents a risk analysis to see where PHI is being used and stored to determine all the ways that HIPAA could be violated. The area includes Cloud Server, Applications, Software, Computers, Mobile Devices, and internal process as well as service flows.

### 2.2. Security Management Process - Risk Management

Learning Genie implements sufficient measures to reduce these risks to an appropriate level by strictly avoiding unnecessary access, storage of ePHI data.

### 2.3 Security Management Process - Sanction Policy

Learning Genie creates and implements sanction policies for employees who fail to comply. *Learning Genie Sanction Policy Document will be available upon request.*

### 2.4 Security Management Process

Learning Genie management implements regular reviews of the AWS system logs and, activity logs of the users, and audit trails through the AWS Cloudtrails and other log files to spot any potential risk or irregularities.

### 2.5 Assigned Security Responsibility - Officers

Learning Genie has designated Lala Zhang, as the designated HIPAA Security and Privacy Officers.

### 2.6 Information Access Management

Learning Genie's internal policy ensures internal staff has no access to ePHI data from the users. Software development will only be carried out in the sandbox environment. Supporting staff will be using remote conference zoom calls to support users if ePHI data is involved.

### 2.7 Security Awareness and Training - Security Reminders

Learning Genie implements data security training on a base of twice per year. Periodically, admin teams will send updates and reminders about security and privacy policies to employees.

### 2.8 Security Awareness and Training - Login Monitoring

Learning Genie constantly updates the key security logins to the system and has login logs to monitor the discrepancies.

### 2.9 Security Awareness and Training - Password Management

Learning Genie implements a security password mechanism and sends reminders for users including internal staff and external staff to update and protect passwords.

### 2.10 Security Incident Procedures - Response and Reporting

In an event of an incident, or data breach, Learning Genie will take immediate action to secure the server and data (including immediately server shut down and/or migration when necessary), identify the extent of the breach, and notify the school and users immediately following the model security breach notification with a notification letter and present information including "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Learning Genie will also support the school in sending out notifications to the affected party (e.g. parents).

The following action items will be carried out upon data breach:

1. Identify breach
2. Notify users(s) within one business day of the identified breach
  - a. Inform users to the best of our ability of how the incident occurred
  - b. Disclose what data was lost/stolen to the best of our ability
  - c. Explain how this breach has/will affect them
3. Provide users with a verbal and/or written plan of action within three days
4. Implement that plan of action and take steps to ensure a said breach does not reoccur as soon as reasonably possible
5. Lastly, determine whether or not a local law enforcement agency should be contacted based on the location and details of the incident.

### 2.11 Contingency Plan - Emergency Mode

Learning Genie adopts AWS as the main cloud service provider and adopted AWS multi-location back-up plans and Emergency Contingency Plan. All services will be continuously available as long as AWS fully executes the AWS contingency Plan. *Contingency and Backup Plan will be available upon request.*

### 2.12 Periodic Evaluations on HIPAA Compliance Procedure

Learning Genie performs periodic evaluations at a pace of twice a year to see if any changes in your business or the law require changes to your HIPAA compliance procedures.

### 2.13 Business Associate Agreements

Learning Genie selects partners with HIPAA compliance certificates and other measures in place to ensure ePHI in compliance. Our main data service provider Amazon Web Service has comprehensive HIPAA compliance tools and protocol. Our other service provider, Applozic, an instant message/chat provider, also equips HIPAA compliant data encryption protocols.

## EXHIBIT C

END USER USER SOFTWARE LICENSE AGREEMENT  
For Access and Use of DRDP Online®, software containing  
Desired Results Developmental Profile© (2015)

[EULA for California Agencies](#)

[EULA for non-California Agencies](#)