

Terms of Service Addendum: Connecticut

This Terms of Service Addendum (“**Addendum**”) addends that certain Clever General Terms of Use (including the Additional Terms of Use for Schools and Privacy Policy) available at: <https://clever.com/about/terms> (the “Terms”) (collectively, along with this Addendum, the “**Agreement**”). The purpose of this Addendum is to describe Clever’s obligations to uphold the safety and confidentiality of student information, Student Data and student-generated content (collectively referred to as “**Student Data**”) it processes on behalf of a Connecticut School, in accordance with Conn. Gen. Stat. Ann. § 10-234aa-dd. If this is an express conflict between a term and condition of the Terms and this Addendum, this Addendum will supersede. For avoidance of doubt, the limitation of liability provision set forth in the Terms will govern this Addendum. This Addendum incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

1. All Student Data provided or accessed pursuant to the Agreement are not the property of, nor under the control of, Clever.
2. The School shall have access to and the ability to delete Student Data in Clever's possession except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Clever. The School may request the deletion of Student Data at any time through the School Administrator dashboard or by contacting Clever at **support.clever.com** and submitting a support ticket. Contractor will comply with the Board's request in a commercially reasonable time not to exceed ten (10) business days. This provision shall not require Clever to delete information which has been aggregated and de-identified such that it no longer can be used to reasonably identify an individual student. Please note that if the School granted access to Student Data to a Developer through Clever, the School must contact the Developer directly to request access or deletion of Student Data.
3. Clever shall not use Student Data for any purposes other than those authorized pursuant to the Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, by submitting such request to the School. Clever will respond

to such requests in accordance with the instructions conveyed by an authorized School representative.

5. Clever shall take actions designed to ensure the security and confidentiality of Student Data.
6. Clever will notify the School, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: If there is any disclosure or access to any personally identifiable Student Data under Clever's control by an unauthorized party, Clever will promptly notify the School and will use reasonable efforts to cooperate with their investigations of the incident. Because Clever is unlikely to maintain the type of personal information necessary to notify affected individuals, the School agrees that it shall be solely responsible for any and all notifications to affected individuals or other third parties that may be required by applicable law. However, at the request of the School and when permissible under applicable law, Clever agrees to bear responsibility for the timing, content and method of such required notice on behalf of the School. For clarity and without limitation, Clever is not responsible for providing notice and will not indemnify for any notification costs arising from a breach of a third party application whose service is accessed by the School through the Clever technology platform. In accordance with this paragraph, the notice shall be sent to:

School Contact: Richard Trudeau

richt@plymouth.k12.ct.us

7. Student Data shall not be retained or available to Clever upon expiration of the Agreement between the Clever and the School, except for where data is aggregated and de-identified such that it cannot be used to identify an individual student or a where a student, parent or legal guardian of a student may choose independently to establish or maintain information in a personal account.
8. Clever and the School shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9. The laws of the State of Connecticut shall govern the rights and duties of Clever and the School.

10. If any provision of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.