

**2016-2017 State of Florida
Instructional Materials Adoption
Publisher Questionnaire (Form IM8)**

BID#: 3235

COURSE: WORLD HISTORY COURSE# 2109310

TITLE: WORLD HISTORY AND GEOGRAPHY, FLORIDA EDITION

COPYRIGHT: 2018

AUTHOR: SPIELVOGEL, JACKSON J.

GRADE LEVEL: 9-12

AUTHORS & CREDENTIALS: LIST FULL NAME OF AUTHOR(S), WITH MAJOR OR SENIOR AUTHOR LISTED FIRST. BRIEFLY PROVIDE CREDENTIALS FOR EACH AUTHOR.

Jackson Spielvogel, Ph.D., Associate Professor Emeritus of History, Pennsylvania State University

Jay McTighe, M.A., educational consultant and co-author of *Understanding by Design*

STUDENTS: DESCRIBE THE TYPE(S) OF STUDENTS FOR WHICH THIS SUBMISSION IS INTENDED.

This program is a basal program intended for use with World History, Course 2109310 by regular students enrolled in this grade level.

1. LIST THE FLORIDA DISTRICTS IN WHICH THIS PROGRAM HAS BEEN PILOTED IN THE LAST EIGHTEEN MONTHS.

This McGraw-Hill Education program has not been piloted in any Florida district in the last eighteen months.

2. HOW ARE YOUR DIGITAL MATERIALS SEARCHABLE BY FLORIDA STATE STANDARDS (SECTION 1006.33(1)(E), FLORIDA STATUTES)?

This McGraw-Hill Education program includes an online standards search tool that allows users to select each Florida Next Generation State Standard and then click on hyperlinks that take the user to content and activities that help to meet the requirements of each standard.

3. IDENTIFY AND DESCRIBE THE COMPONENTS OF THE MAJOR TOOL. The Major Tool is comprised of the items necessary to meet the standards and requirements of the category for which it is designed and submitted. As part of this section, include a description of the educational approach of the submission.

Educational Approach: (The information provided here will be used in the instructional materials catalog in the case of adoption of the program. Please limit your response to 500 words or less.)

McGraw-Hill Education's World History and Geography, Florida edition is a multimedia offering blending digital and print content. The program includes an online student learning center, an online teacher lesson center, a printed student edition, a printed teacher's edition and a printed workbook to assist students in mastering Florida assessments. The online version includes all of the content and planning information found in print, as well as interactive digital experiences for students and lesson plans, presentations, digital resources, printable worksheets, and assessment tools for teachers.

The program's instructional approach is based on research by Jay McTighe, co-author of Understanding by Design. This "backward design" approach defines the desired outcomes before planning the instruction. Student learning builds toward a set of enduring understandings as students address essential questions and master a set of learning objectives that define what they should know and should be able to do.

The program is divided into chapters and lessons that reflect Florida curriculum requirements. This program is fully aligned with Florida's Next Generation Sunshine State Standards (NGSSS). Florida benchmarks appear in each lesson and in assessment components in the student and teacher editions. Each lesson provides support for reading, including guiding questions, progress checks, vocabulary support and lesson opportunities for writing, inquiry, and working with primary sources.

The student learning center includes the online student edition. This online edition contains everything in the print edition and more. Vocabulary support pops-up at point of use; interactive photos, charts, graphs, and maps are launched with a single click. To support learners at all levels, a full audio read of the text and an approaching level reader is available online. The program also includes a link to LearnSmart, an adaptive learning and reporting tool, which combines the student edition with a series of learning objectives, instant feedback, and adaptive questioning.

The Teacher Lesson Center includes customizable lesson plans with leveled and differentiated activities and links to digital resources including presentations, videos, interactive whiteboard activities, worksheets, and hands-on chapter projects. The lesson plans follow an Engage, Teach and Assess, and Close and Reflect sequence, and resources and activities are referenced for every part of the teaching cycle. Additional resources are available in the online Resource Library, a repository of social studies materials including primary sources, maps, charts, images, and worksheets.

The teacher center also links to McGraw-Hill Assessment, which provides both reporting and pre-built lesson and chapter assessments, as well as thousands of standards-aligned questions that teachers can edit and use to build their own tests. Also included are several hundred technology-enhanced questions to give students practice with question types found on today's online testing platforms. A complete set of practice tests formatted to match state tests are also included, as are document-based questions using primary sources.

The teacher center also links to a Professional Development site that provides information about various educational strategies, and a series of videos describing the Understanding by Design approach, and how to use the Networks program.

Major Tool - Student Components Describe each of the components, including a format description.

World History and Geography, Florida Student Edition

Hardcover full-color textbook divided into chapters and lessons, with table of contents, atlas, glossary, and index, 1080 pages.

World History and Geography, Florida Student Learning Center

Online interactive website, accessible with login and password. The online Student Learning Center includes all of the content from the student edition with additional interactive activities, background information, primary source materials, maps, images, videos, timelines, note-taking tools, audio, reading and vocabulary support, and interactive assessment.

Major Tool - Teacher Components Describe each of the components, including a format description.

World History and Geography, Florida Teacher Edition.

Hardcover full-color wraparound teacher edition that includes the entire text of the student edition, leveled point-of use activities in the wrap, and detailed chapter and lesson planning guides that emphasize Understanding by Design educational philosophy and connect to the resources and digital components of the program, 1352 pages.

World History and Geography, Florida Teacher Lesson Center

Online interactive website, accessible with login and password. The online Teacher Learning Center is a fully integrated instructional system that provides teachers all of the lesson plans, activities, and resources needed for planning, instruction, presentations, and assessment. The teacher center includes all of the activities and planning materials found in the printed teacher edition, as well as detailed differentiated lesson plans, videos, interactive activities for use during whole-class presentation, and a library of ancillary resources and printable worksheets. StudySmart: Succeeding in World History, Companion Work Text for Mastering Florida Assessments will also be available as printable pdfs in the resource library as part of the teacher components of the major tool.

4. IDENTIFY AND DESCRIBE THE ANCILLARY MATERIALS. Briefly describe the ancillary materials and their relationship to the major tool.

Ancillary Materials - Student Components Describe each of the components, including a format description.

StudySmart: Succeeding in World History, Companion Work Text for Mastering Florida Assessments

Softcover, 2-color printed workbook, divided into chapters and lessons, 838 pages. This workbook is designed to help students master the Florida Next Generation Sunshine State Standards and assist them in preparation for end-of-course testing. This workbook includes content necessary to understanding the standards, activities to build student skills and improve their comprehension of the content and primary sources, note cards and visual summaries to help with study and review, chapter practice tests, and an end-of-course practice test. This workbook is printed and included with the program.

LearnSmart for World History and Geography, Florida edition

Online adaptive learning system which combines the student edition with a series of learning objectives, instant feedback, and adaptive questioning. Accessible with login and password through either the student learning center or the teacher lesson center.

Ancillary Materials - Teacher Components Describe each of the components, including a format description.

McGraw-Hill Assessment

Online test and question bank with built-in test generator and reporting capabilities. Accessible with login and password through the teacher lesson center. Tests and questions are aligned to the content taught in the student edition and with Florida Next Generation Sunshine State Standards.

Printable worksheets.

Black-line masters of student worksheets aligned with chapter and lesson content. Available in both pdf form with fillable fields for online use, or as Microsoft Word documents that can be edited by teachers and printed for distribution. Available online in the Teacher Resource Library as well as embedded at point of use in the online teacher lesson plans. Accessible with login and password through the online teacher lesson center. Types of worksheets include: Chapter Tests & Lesson Quizzes; Reading Essentials and Study Guide; Hands-On Chapter Projects; Digital Hands-On Chapter Projects; Guided Reading Activities; Background Knowledge Activities; Biographies; Chapter Summaries; Economics of History Activities; Geography and History Activities; Primary and Secondary Source Activities; Simulations; Video Worksheets; Visual Literacy Worksheet; Vocabulary Activities; Writing Skills Activities

5. IDENTIFY WHICH INDUSTRY STANDARD PROTOCOLS ARE UTILIZED FOR INTEROPERABILITY?

McGraw-Hill Education products included in this submission are aligned with the IMSGlobal standards / protocols. Our specific certifications can be found in the following location: <https://www.imsglobal.org/cc/statuschart.cfm> Search by Supplier: "McGraw-Hill Education"

6. HOW MUCH INSTRUCTIONAL TIME IS NEEDED FOR THE SUCCESSFUL IMPLEMENTATION OF THIS PROGRAM?

Identify and explain the suggested instructional time for this submission. If a series, state the suggested time for each level. The goal is to determine whether the amount of content is suitable to the length of the course for which it is submitted.

This McGraw-Hill Education program provides a complete basal course of instruction in the subject matter for Florida public schools and is fully aligned to Florida Next Generation Sunshine State Standards and other Florida curriculum requirements. The course is designed to be completed within one standard Florida school year. Each chapter includes a pacing guide for program's lessons, but because the program provides a wide range of optional resources to meet varying needs for engagement, differentiation, remediation, and assessment, the actual final pacing of instruction is to be determined by the classroom teacher.

7. WHAT PROFESSIONAL DEVELOPMENT IS AVAILABLE?

Describe the ongoing learning opportunities available to teachers and other education personnel that will be delivered through their schools and districts as well as the training/in-service available directly from the publisher for successful implementation of the program. Also provide details of the type of training/in-service available and how it may be obtained. (The information provided here will be used in the instructional materials catalog in the case of adoption of the program.)

McGraw-Hill Education is committed to assisting the teachers and administrators in Florida schools in achieving their social studies curriculum goals. The professional development sessions are designed to provide teachers with an understanding of the philosophy, goals, and organization of the program. The workshop topics are designed to support the district professional development plan in improving student learning and growth. Workshops and interactive training sessions address research-based practices and strategies to meet the needs of classroom teachers and administrators. Formats can be modified to form a customized professional development program. Professional development can be delivered with on-site trainings as well as webinars. Professional development support for teachers is also embedded within the digital experience of the Florida Social Studies programs.

8. WHAT HARDWARE/EQUIPMENT IS REQUIRED? List and describe the hardware/equipment needed to implement the submission in the classroom. REMEMBER: Florida law does not allow hardware/equipment to be included on the bid! However, schools and districts must be made aware of the hardware/equipment needed to fully implement this program.

For McGraw-Hill Education hardware and equipment minimum system requirements for this program, please see the following chart:

<u>Category</u>	<u>User's System</u>	<u>Minimum Requirements (PC)</u>	<u>Minimum Requirements (Mac)</u>	<u>Minimum Requirements (Chrome OS)</u>
Javascript	Enabled	Enabled	Enabled	Enabled
Browser Cookies	Enabled	Enabled	Enabled	Enabled
Adobe Flash	Flash 21.0.-1	Flash 16.0+	Flash 16.0+	Flash 16.0+
Adobe AIR	Undetermined	AIR 17.0+	AIR 17.0+	AIR 17.0+
Unity Web Player	Not Detected	Unity Web Player 4.6+	Unity Web Player 4.6+	Unity Web Player 4.6+
Internet Browser	Chrome 50.0.2661.102	Internet Explorer 10+ Firefox 35+ Chrome 40+	Safari 7+ Firefox 35+ Chrome 40+	Chrome 40+
Operating System	Windows 7	Windows 7+	OS 10.9+	Current
Screen Resolution	1680x1050	1024x768	1024x768	1024x768
Popup Windows	Blocked	Unblocked	Unblocked	Unblocked
MP3	Unblocked	Unblocked	Unblocked	Unblocked
Flash Video	Unblocked	Unblocked	Unblocked	Unblocked
Java	Not Installed	Java 1.6.0.31+	Java 1.6.0.31+	Java 1.6.0.31+
Native XML Http Support	Undetermined	Enabled	Enabled	Enabled

Mobile Minimum System Requirements

<u>ConnectED Web</u>	<u>Minimum Requirements (iPad)</u>	<u>Minimum Requirements (Android Tablets)</u>
Internet Browser	Safari	Chrome, downloadable from the Play store
Operating System	iOS 7.0+	Android 4.1+
Screen Resolution	All	1024x768
<u>ConnectED Mobile App</u>	<u>Minimum Requirements (Tablets)</u>	<u>Minimum Requirements (Phones)</u>
Operating System (iOS)	iOS 7.0+	iOS 7.0+
Operating System (Android)	Android 4.1+	Android 4.1+
Operating System (Windows)	Windows 8.1+	

9. WHAT LICENSING POLICIES AND/OR AGREEMENTS APPLY? If software is being submitted, please attach a copy of the company's licensing policies and/or agreements.

McGraw-Hill School Education is providing web-based content through subscription service. The McGraw-Hill Education Subscription Terms of Use, Terms of Service, Data Security and Data Privacy documents are attached as Exhibits A, B, C and D for reference.

10. WHAT STATES HAVE ADOPTED THE SUBMISSION? List some of the states in which this submission is currently adopted.

This ©2018 McGraw-Hill Education program is a new program and has been customized for Florida users. It is not applicable to other states and has not been adopted by any other states.

11. WHAT OPEN EDUCATIONAL RESOURCES RELATED TO THIS BID DO YOU MAKE AVAILABLE(S)? List and describe each of the components, including a format description. (Open Educational Resources (OER) are high-quality, openly licensed, online educational materials that offer an extraordinary opportunity for people everywhere to share, use, and reuse knowledge.)

This McGraw-Hill Education program does not come pre-populated with any Open Educational Resources. Teachers are provided with online storage and may upload their own OERs to their Resource Library in their Online Teacher Lesson Center.

Exhibit A
Terms of Service

We have updated our Terms of Service to help our customers comply with their obligations under FERPA.

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw-Hill School Education Holdings, LLC ("MHE") with offices at 2 Penn Plaza, New York, New York and the educational institution, company, or organization ("You" or the "Subscriber") identified on the online registration page for the Services (the "Registration Page"). This Agreement governs Your use of the Solution (as defined below).

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS FOR THE SOLUTION, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE, THAT YOU AGREE TO THESE TERMS SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE AND YOU WILL COMPLY WITH SUCH TERMS IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOU AGREE THAT (i) YOU ARE AN EMPLOYEE, DIRECTOR, OR AGENT OF THE SUBSCRIBER; (ii) YOU HAVE CONFIRMED THAT SUBSCRIBER HAS AGREED TO BE BOUND TO THESE TERMS OF SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE; AND (iii) THE SUBSCRIBER HAS AUTHORIZED YOU TO USE THE SOLUTION ON ITS BEHALF.

1. **THE SOLUTION.** MHE has developed a web-based solution that enables users to access certain online products and services offered by MHE (the "Solution") through our website (the "Website"). MHE hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Solution, and allow its End Users to access and use the Solution, through the Website, solely for educational purposes (the "License").
2. **USER NAMES AND ACCESS CODES.** MHE shall provide an individualized user name and access code to initiate access to the Solution by Subscriber's designated administrator(s) identified on the Registration Page or designated by Subscriber in writing (the "Subscriber Administrator(s)"). The Subscriber Administrator(s) shall create an individualized user name for each administrator, faculty member, and student enrolled by the Subscriber (each a designated "End User"). MHE or its third party service provider shall provide Subscriber with an access code for the End Users to access the Solution (the "Access Code"). Subscriber shall be solely responsible for keeping an accurate record of the Access Code and user name assigned to each End User.
3. **END USER ACCESS TO MHE CONTENT.** The Solution enables Subscriber and its End Users access to certain online educational products and services (the "Services") and related content and information (together with the Services, the "MHE Content"). All use of the MHE Content is subject to the additional terms agreed to by the parties in connection with such MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the MHE Content. Subscriber will be required to register End Users that are students of Subscriber ("Students") with MHE in order to obtain access codes for the additional Services (the "Service Access Code"), and Students may then access the Solution and the MHE Content by entering their user name and the applicable Service Access Code. End Users other than Students will be required to enter their user name and Access Code to access the Solution and the MHE Content as well as agree to the Terms of Use located at: <http://www.mheducation.com/terms-use>.

4. **ADDITIONAL SERVICES.** MHE may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Subscriber may request MHE to integrate the Solution with Subscriber's learning management system ("LMS") to enable End Users to access the Solution through a single sign on process ("SSO"). Any Professional Services to be provided by MHE to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between MHE and Subscriber.
5. **APPLICABLE LAW.** Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws rules or regulations concerning the collection, use, and disclosure of Personal Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Law"). "Personal Information" means any and all information that could, individually or when combined with other information, identify an individual.
6. **SUBSCRIBER INFORMATION.** All information concerning Subscriber, and Personal Information concerning End Users (collectively, "Subscriber Information") shall belong to the Subscriber. Subscriber assumes sole responsibility for: (a) providing notice to the extent required under COPPA or other Applicable Law in connection with the collection, use and/or disclosure of Personal Information from End Users; (b) obtaining verifiable prior parental consent as required under COPPA or other Applicable Law in connection with the collection, use, and/or disclosure of Personal Information obtained from End Users; (c) providing a reasonable means for parents to review Personal Information provided by End Users to the extent required by COPPA or other Applicable Law; and (d) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personal Information.
7. **MHE USE OF SUBSCRIBER INFORMATION.** As a service provider to Subscriber, MHE will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Law to protect the confidentiality, security, and integrity of Personal Information and Subscriber Information received by MHE in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that MHE has the right to use the Personal Information and Subscriber Information collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personal Information and Subscriber Information will be used by MHE for Research Purposes only in the aggregate and so that the privacy of the individual's Personal Information will be maintained. MHE shall enable Subscriber to maintain compliance with FERPA in connection with its use of the Solution.

MHE acknowledges that in the course of Subscriber's use of the Services, personally identifiable information about students ("Sensitive Student Data") may be disclosed to MHE. MHE acknowledges that it will be considered a "School Official" (as that term is used in Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, and its implementing regulations) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Sensitive Student Data. Per these requirements, MHE agrees that under applicable law, regulation and policy, officers, employees, and agents of MHE who access Sensitive Student Data may use such data only for the purposes for which such data has been made available to the MHE. MHE and its contractors, suppliers and licensors

shall only use Sensitive Student Data for the purpose of facilitating the performance, delivery or use of the Services.

8. **OWNERSHIP.** No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber's license with respect to the Solution and any other materials provided hereunder is only as expressly set forth in these Terms of Service. Subscriber shall have no right to use the Solution for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, MHE's right, title, and interest in the Solution.
9. **RESTRICTIONS ON USE.** Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution; (b) decompiling, reverse engineering or disassembling the Solution, (c) distributing or disclosing the Solution to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution.
10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations), MHE may terminate this Agreement on five (5) business days prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing MHE with no less than thirty (30) days prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, MHE may terminate this Agreement on at least sixty (60) days prior written notice.
11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's right to use the Solution shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 8 ("Ownership"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 15 ("Indemnification") and Section 16 ("Miscellaneous").
12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personal Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know basis;" provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MHE DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION ANY OTHER MATERIALS OR SOLUTION PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MHE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MHE MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE SOLUTION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MHE, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.
14. **LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS, LOSS OF GOODWILL OR REPUTATION) OR LOSS OF DATA WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE, REGARDLESS OF WHETHER SUCH PROTECTED ENTITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. MHE'S MAXIMUM LIABILITY ARISING FROM OR RELATING TO THE SOLUTION, THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO MHE HEREUNDER. To the extent the foregoing exclusion of liability is not permitted under applicable law, the Protected Entities' liability in such case will be limited to the greatest extent permitted by law.
15. **INDEMNIFICATION.** MHE shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. Subscriber shall indemnify, defend and hold harmless MHE from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by MHE hereunder.

16. **MISCELLANEOUS.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of MHE, which consent MHE may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Exhibit B
McGraw-Hill Education Terms of Use (last updated: January 2016)

These terms and conditions (the “Terms of Use”) apply to all web sites (the “Sites”) owned and operated by McGraw-Hill Global Education Holdings, LLC, McGraw-Hill School Education Holdings, LLC, or one of our affiliated companies (“MHE” or “us” or “we”). By accessing or using any of our Sites or Services, you agree to be bound by these Terms of Use and the terms and conditions of the relevant Privacy Notice, both of which can be found on the applicable Site and is hereby incorporated by reference (collectively, this “Agreement”). We reserve the right, at our discretion, to change any of these terms in the future. If you do not agree to these Terms of Use, you may not access or otherwise use the Site or the Services.

1. **PROPRIETARY SERVICES FOR REGISTERED USERS.** MHE operates electronic platforms/systems that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by MHE (the “Services”) through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the “Terms of Service”).

2. **RESTRICTIONS.** In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of the educational institution or the child’s parents. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. **INTELLECTUAL PROPERTY.** MHE is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the “Trademarks”) on our Sites, and is the owner or licensee of the content and/or information on our Sites. Except as otherwise expressly provided herein, or pursuant to the Terms of Service, your use of our Sites does not grant to you a license to any content or materials you may access on our Sites. Nothing contained on our Sites should be construed as granting any license or right to use any Trademark displayed on our Sites without our written permission or that of the third party rights holder.

4. **COMMUNICATIONS TO MHE AND USER GENERATED CONTENT.** Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information. Please refer to the Privacy Notice with regard to how we handle your personal information. With respect to all e-mails you send to us, including but not limited to feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. MHE does not and cannot review all communications and materials posted to or created by users accessing the Services (hereinafter, “User Generated Content”), and is not in any manner responsible for the content of the User Generated Content. MHE reserves the right to block or remove communications or materials that it determines to be in violation of our Community Guidelines or is offensive or otherwise unacceptable to MHE in its sole discretion. You own the rights to anything you post to the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all submissions you provide to us, in any media now known or hereafter devised.

5. **COMMUNITY GUIDELINES.** While using our Sites and the Services, you agree not to:

- use our Sites or the Services in violation of any applicable law;
- use our Sites or the Services or features in violation of MHE's or any third party's intellectual property or other proprietary, personal or legal rights;
- obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through our Sites through any means;
- attempt to gain unauthorized access to other computer systems through our Sites;
- impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our Sites or the Services, or any content thereof, or make unauthorized use thereof;
- use our Sites in any manner that could damage, disable, overburden, or impair our Sites or interfere with any other party's use and enjoyment of our Sites;

- obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through our Sites.

6. NO WARRANTIES. WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES OR THE SERVICE. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITES, THE CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MHE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MHE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

7. EXTERNAL WEBSITES. Our Sites may contain links to third-party websites (“External Websites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites.

8. INDEMNIFICATION. You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, service providers, and assignees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of the MHE Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

9. INFRINGEMENT NOTIFICATION. We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw-Hill Education, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

10. COMPLIANCE WITH APPLICABLE LAWS. We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

11. TERMINATION OF THE AGREEMENT. Subject to the Terms of Service, if applicable, we reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to the Services and/or all or any part of our Sites, at any time and for any reason without prior notice or liability.

12. MISCELLANEOUS. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Communications to MHE,” “No Warranties,” “Indemnification,” “Termination of the Agreement,” and “Miscellaneous.” Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Copyright 2016 McGraw-Hill Education. All rights reserved.

Exhibit C
McGraw-Hill Education Customer Data Privacy Notice

Introduction

Please note that this notice applies to individuals who visit our commercial web sites or otherwise interact with us as customers or potential employees via our web sites, social media, or at events.

Our commercial web sites, such as mheonline.com, mhprofessional.com, or mheducation.com, are not intended for use by minors below the age of 13. Privacy information for users of our digital learning systems, including those under the age of 13, can be found by following the appropriate links to the left (Educators, Students, and Parents).

This notice does not cover other organizations' web sites that may be accessible via links on our web sites. These sites have their own privacy policies and we encourage you to read them.

McGraw-Hill Education is a global organization. We follow all privacy laws and regulations that are applicable to our company and our services in the areas where we do business. You agree that by accessing our web sites or otherwise providing your personal information to McGraw-Hill Education, you accept this notice. It is your responsibility to fully read through this notice. If you do not agree to this notice, you may not access our web sites or otherwise provide your personal information to McGraw-Hill Education.

Revisions to this Privacy Notice will be posted at this location. Material changes may also be posted to the homepage of our website.

Please contact our Chief Privacy Officer with any questions or concerns:

Email: privacy@mheducation.com

Postal Address:

Chief Privacy Officer
McGraw-Hill Education
2 Penn Plaza, 20th Floor
New York, NY 10121

Privacy Notice

What is Personally Identifiable Information (PII)?

Personally Identifiable Information, or PII, is information that can identify you, or when combined with other information can be used to identify you. Depending on the service or transaction, the PII that MHE collects on customers may contain the following categories:

1. First name, last name, and/or initials
2. Personal contact information and/or contact information at your place of business such as email address, phone numbers, or postal address
3. Education and professional details such as school(s) or courses attended
4. Payment card industry data such as credit card number, billing address

What PII do we collect and how do we use it?

We collect PII, such as contact information, education details, or payment information, in order to provide you with the product and/or service requested.

We, or our service providers on our behalf, may collect PII and other information if you access and/or submit PII on one of our web sites or interact with us at an event. You are not required to provide PII, however in order to use certain services, we must collect PII in order for that service to function properly or to provide you with additional information, if requested. In general, we collect PII if it is necessary to provide, maintain, and improve the requested service, such as McGraw-Hill Education web sites or process transactions, such as information requests or purchases. It is your responsibility to ensure the integrity of the data you provide to us. You may contact customer service to update your PII.

We limit the use, collection, and disclosure of your PII to deliver the service or information requested by you. We do not collect, use, or disclose PII that is not reasonably related to the purposes described within this notice. Your information may be combined in an aggregate and de-identified manner in order to maintain and/or improve our services.

Depending on the service or transaction, the PII we collect may include information from the following categories:

1. Name, initials or white page information

- a. On our consumer web sites, we generally only collect your name, initials or contact information when you create an account or purchase a product on our online store. We may also collect your email address. We may also collect this information if you connect with us via your social media account as an existing or potential customer, or if you are interested in a career at McGraw-Hill Education.
2. Education & and professional information
 - a. If you are interested in a career with us, we may collect additional education and professional information online, primarily in the form of an online form or resume. We use this information to evaluate candidates, conduct interviews and initiate the hiring process.
3. Payment card industry data such as credit card number, billing address, etc.
 - a. If you make an online purchase from us, in addition to your name, we may need to collect additional payment information, which includes billing and shipping addresses and credit card data in order to process your transaction.

What other information do we collect?

We may also collect computer metadata and content to provide, improve, and maintain our products and services.

When you visit and make transactions on our web sites, we collect information without you having to enter it through the use of cookies, web beacons or other tracking mechanisms. This includes information about your experience such as your IP address, operating systems, pages viewed, and time spent. Information may also be collected automatically from you through the use of third party cookies, web beacons, and tracking mechanisms. This information is used to enable the functions of the site, as well as customize, maintain, and improve our web sites. You may disable cookies via your browser or third party mechanisms. However, some features of our services may not functional properly without them. Third party cookies which may be used include:

- AddThis
- Adobe Test & Target
- DoubleClick
- Eloqua
- Google: Various including AdWord Conversion, Analytics, Tag Manager, etc.
- LivePerson
- Marketo
- Omniture

If you access our web sites from the European Union, you will be presented with an additional notification regarding cookies and will be provided with an opportunity to approve the use of cookies.

You can change your Web browser's Internet preferences to disable or delete cookies, although that may affect certain functions on this site. To learn how to manage your cookies, please follow the instructions from your specific browser, or follow the links below:

- [Internet Explorer](#)
- [Firefox](#)
- [Chrome](#)
- [Safari](#)
- [Opera](#)

If you wish to opt out of the use of data collected on our site to send you targeted advertising during your visits to other websites, go to <http://www.aboutads.info/choices>.

Do we use your PII to market to you?

We may market to you as a customer, depending on your location, however you always have the option to change your marketing preferences.

Depending on your location, we may use your PII to provide you with materials that we believe are of interest. In some locations, such as the European Union, we will only market to you if you request such materials. In all instances, you may choose to change these preferences at any time by contacting our [customer service](#) or by sending an email to [McGraw-Hill Education's local privacy official](#). McGraw-Hill Education will not share your PII with third parties for marketing purposes unless the organization is acting on our behalf and is contractually

bound to only use your PII for those purposes. Please note, whatever preferences you select for marketing, you may still receive some transactional emails related to the services or products you purchase or use.

When do we share your PII with third parties?

In general, we only share your PII in order to provide, maintain, or improve our products or services, or respond to legal requests.

1. Co-branded/Other Web Sites and Features – We may share your PII with third-party business partners for the purpose of providing the Service to you. Those business partners will be given limited access to the PII that is reasonably necessary to deliver the Service, and we will require that such third parties follow the same privacy and security practices as McGraw-Hill Education.
2. Business Transfer – In the event of a sale, merger or acquisition, we may transfer your PII to a separate entity. This entity will be responsible for ensuring that your PII is used only for authorized purposes and by authorized persons in a manner consistent with the choices customers and prospects have made under this Policy, and that security, integrity and privacy of the information is maintained.
3. Agents/Service providers – Sometimes we hire other companies to perform certain business-related functions for us. In certain instances, we provide these companies with access to your PII in order for them to perform their functions. However, we limit that access to only information required to perform their specific function, and we contractually require that these organizations follow the same privacy and security requirements.
4. Contests and Promotions – If you participate in a contest or promotion with McGraw-Hill Education, we may use your information to provide, maintain, or improve our services, as well as, where permitted, contact you regarding materials in which you may be interested.
5. Affiliates – McGraw-Hill Education is a global corporation that consists of multiple organizations. In some instances, we may share your PII between organizations within McGraw-Hill Education to provide, maintain, and improve our products and services.
6. Law Enforcement – In the event that McGraw-Hill Education receives a legal demand for customer data from a law enforcement agency that request will only be honored if:
 - a. The request complies with all laws and clearly establishes the legal need for disclosure.
 - b. The request is related to a specific investigation and specific user accounts are implicated in that investigation.
 - c. Whenever legally permissible, users shall receive notice that their information is being requested.

What privacy controls and choices do we offer you?

You may review and correct your PII by contacting customer service.

1. Reviewing & correcting your information – We strive to ensure that information we have about you is accurate and current. If you want to review the PII you have provided to us, or believe that the information we have about you is inaccurate, you should contact our [customer service](#) to review or update your PII.
2. Choice – With limited exceptions, you may choose to change how we use your PII at any time by contacting [customer service](#). However, if the PII is required to provide you with the service or process a transaction, you may not be able to opt-out without canceling the transaction or service.

How do we protect your PII?

Our IT security team has established reasonable security measures to protect your PII

We use reasonable security measures to protect your PII from unauthorized access and use.

Can you delete your PII?

You may request, via [customer service](#), that we delete your PII, however it may limit your abilities to use our products or services.

At your request, in some instances, we may delete or de-identify your information. However, you should be aware that doing this may limit your use of our services. For example, if you request the deletion of your account within an ecommerce portal, you may be required to re-enter this information should you wish to make another purchase.

When do we store, transfer or process PII internationally?

McGraw-Hill Education is a global organization based in the U.S. Depending on your location, we may transfer and store your PII for processing in the U.S.

McGraw-Hill Education is a global organization headquartered in the United States. Depending on your location and the product or service, your information may be stored and processed within secure data centers in the U.S., where U.S. law applies. If your data is stored locally, then your local laws prevail.

We recognize and acknowledge current data protection laws in the European Union, Switzerland, and around the world. We follow the U.S.-EU Safe Harbor Framework and the U.S.-Switzerland Safe Harbor Framework administered by the U.S. Department of Commerce. For more information about the Safe Harbor Privacy Principles, please visit the U.S. Department of Commerce's website at <http://www.export.gov/safeharbor>.

Any questions or complaints regarding this Policy or the collection, use, disclosure, or transfer of Personal Data covered by this Policy should be directed to privacy@mheducation.com.

In the event your complaint cannot be resolved, you may contact the appropriate DPA or the Swiss Federal Data Protection and Information Commissioner. The contact information for the EU DPAs is available at http://ec.europa.eu/justice/data-protection/bodies/authorities/eu/index_en.htm. The contact information for the Commissioner is available at <http://www.edoeb.admin.ch/kontakt/index.html?lang=en>.

Exhibit D
McGraw-Hill Education Data Security Policy

This Data Security Policy (“**Data Security Policy**”) sets forth MHE’s duties and obligations with respect to Personally Identifiable Information (defined below). In the event of any inconsistencies between the Data Security Policy and the Agreement (defined below), the parties agree that the Data Privacy Policy will supersede and prevail. Capitalized Terms not defined herein shall have the meaning ascribed to them in the agreement.

1. Definitions.

- a. “**Agreement**” means the Agreement between McGraw-Hill Global Education Holdings, LLC and Subscriber to which this DPSA is attached and made a part thereof.
- b. “**Applicable Laws**” means federal, state and international privacy, data protection and information security-related laws, rules and regulations applicable to the Services and to Personally Identifiable Information.
- c. “**End User Data**” means the data provided to or collected by MHE in connection with MHE’s obligations to provide the Services under the Agreement.
- d. “**Personally Identifiable Information**” or “**PII**” means information provided to MHE in connection with MHE’s obligations to provide the Services under the Agreement that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number, or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions, or (iii) is protected under Applicable Laws. For the avoidance of doubt, PII does not include aggregate, anonymized data derived from an identified or identifiable individual.
- e. “**Processing of PII**” means any operation or set of operations which is performed upon PII, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
- f. “**Third Party**” means any entity (including, without limitation, any affiliate, subsidiary and parent of MHE) that is acting on behalf of, and is authorized by, MHE to receive and use PII in connection with MHE’s obligations to provide the Services.
- g. “**Security Incident**” means the unlawful access to, acquisition of, disclosure of, loss, or use of PII.
- h. “**Services**” means any services and/or products provided by MHE in accordance with the Agreement.

2. Confidentiality and Non-Use; Consents.

- a. MHE agrees that the PII is the Confidential Information of Subscriber and, unless authorized in writing by Subscriber or as otherwise specified in the Agreement or the DPSA, MHE shall not Process PII for any purpose other than as reasonably necessary to provide the Services, to exercise any rights granted to it under the Agreement, or as required by Applicable Laws.
- b. MHE shall maintain PII confidential, in accordance with the terms set forth in this DPSA and Applicable Laws. MHE shall require all of its employees authorized by MHE to access PII and all Third Parties to comply with (i) limitations consistent with the foregoing and, (ii) all Applicable Laws.
- c. Subscriber represents and warrants that in connection with any PII provided directly by Subscriber to MHE, Subscriber shall be solely responsible for (i) notifying End Users that MHE will Process their PII in order to provide the Services and (ii) obtaining all consents and/or approvals required by Applicable Laws.

3. Data Security. MHE shall use commercially reasonable administrative, technical and physical safeguards designed to protect the security, integrity, and confidentiality of PII. MHE's security measures include the following:

- a. Access to PII is restricted solely to MHE’s staff who need such access to carry out the responsibilities of MHE under the Agreement;
- b. Access to computer applications and PII are managed through appropriate user ID/password procedures;
- c. Access to PII is restricted solely to Subscriber personnel based on the user role they are assigned in the system (provided, however, that it is the Subscriber’s responsibility to ensure that user roles match the level of access allowed for personnel and that their personnel comply with Applicable Law in connection with use of such PII);
- d. Data is encrypted in transmission (including via web interface) at no less than 128-bit level encryption; and
- e. MHE or an MHE authorized party performs a security scan of the application, computer systems and network housing PII using a commercially available security scanning system on an annual basis.

4. Data Security Breach.

- a. In the event of a Security Incident , MHE shall (i) investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such

Security Incident, (ii) timely provide any notifications to individuals affected by the Security Incident that MHE is required to provide, and, (iii) notify Subscriber of the Security Incident, subject to applicable confidentiality obligations and to the extent allowed and/or required by Applicable Laws.

- b. Except to the extent prohibited by Applicable Laws, MHE shall, upon Subscriber's written request, provide Subscriber with a description of the Security Incident and the type of data that was the subject of the Security Incident.

5. **Security Questionnaire.** Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE shall respond to security questionnaires provided by Subscriber, with regard to MHE's information security program applicable to the Services, provided that such information is available in the ordinary course of business for MHE and it is not subject to any restrictions pursuant to MHE's privacy or data protection or information security-related policies or standards. Disclosure of any such information shall not compromise MHE's confidentiality obligations and/or legal obligations or privileges. Additionally, in no event shall MHE be required to make any disclosures prohibited by Applicable Laws. All the information provided to Subscriber under this section shall be Confidential Information of MHE and shall be treated as such by the Subscriber.

6. **Security Audit.** Upon written request by Subscriber, which request shall be no more frequently than once per twelve (12) month period, MHE's data security measures may be reviewed by Subscriber, both through an informal audit of policies and procedures and/or through inspection of security methods used within MHE's infrastructure, storage, and other physical security. Should Subscriber request an inspection, MHE will schedule a site visit a minimum of five days after the date of the request.

7. **Records Retention and Disposal**

- a. MHE will use commercially reasonable efforts to retain End User Data until the End User deletes such data or for an alternative time period mutually agreed by the parties.
- b. Using appropriate and reliable storage media, MHE will regularly back up the Subscriber and End User Data and retain such backup copies for a minimum of 12 months.
- c. MHE will immediately place a "hold" on the destruction of records that include but not limited to End User Data, in response to an oral or written request from Subscriber indicating that those records may be relevant to litigation that Subscriber reasonably anticipates. Oral requests by Subscriber for a hold on record destruction will be reduced to writing and supplied to MHE for its records as soon as reasonably practical under the circumstances. Subscriber will promptly coordinate with MHE regarding the preservation and disposition of these records. MHE shall continue to preserve the records until further notice by Subscriber.