

Folio Subscription Terms

Effective Date: December 15th, 2021

These Folio Subscription Terms (“**Terms**”) apply to your subscription to use the Pro 22:6, LLC, d/b/a PSS (“**PSS**”, “**us**”, “**our**”, “**we**”) Folio (as defined below) made available by us at the website <https://foliok12.com>, as well as any other web sites we make available in the future which also include all or part of Folio that you may use pursuant to your subscription (collectively, the “**Sites**”). Your acceptance of these Terms creates a legally binding agreement between you and PSS. You must accept these Terms to create a Folio account and to access or use the Folio Service. If you do not have an account, and if you do not accept these terms, you may not access or use the Folio.

BY CLICKING “I AGREE”, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS. THESE TERMS ARE A LEGALLY BINDING AGREEMENT. IF YOU USE FOLIO ACTING AS THE AGENT FOR A COMPANY, SCHOOL DISTRICT, SCHOOL, OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH COMPANY OR ENTITY. WE RESERVE THE SOLE RIGHT AT ANY TIME TO MODIFY, DISCONTINUE, OR TERMINATE YOUR ACCESS TO FOLIO, OR TO CHANGE, ADD, OR DELETE PORTIONS OF THESE TERMS WITHOUT NOTICE EXCEPT AS OTHERWISE SET FORTH HEREIN. WE WILL NOTIFY YOU OF CHANGES TO THESE TERMS VIA YOUR ACCOUNT OR BY POSTING AN UPDATED TERMS OF USE ON THE SITES. IT IS YOUR RESPONSIBILITY TO CHECK THE SITES PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF FOLIO AFTER ANY CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS.

1. READ OUR PRIVACY POLICY

For information about our data practices, please see our [Privacy Policy](#). By agreeing to these Terms, you agree that we can collect and use any information that you submit through the Sites or when creating an account in accordance with the Privacy Policy

2. CREATING AN ACCOUNT

Full use of Folio requires that you create an account by providing us with information such as your full name and a valid email address, as well as a strong password. You may not share your account with a third party. You are responsible for all activity that occurs in association with your account. PSS is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. Please contact us at support@foliok12.com if you discover or suspect any security breach related to Folio or your account.

You represent that any information provided by you are accurate, complete and current, and you agree to update that information promptly if there is any change. You agree that you are responsible for any communications, transactions or use of Folio that are made by or through your account, together with any fees, charges, liability or other obligation that may result from such use. You are responsible for changing your password if you believe that the password has been stolen or might otherwise be misused or compromised. You may not assign any of your rights under these Terms without our prior written consent, and any attempted assignment without such consent shall be void.

3. LICENSE TO USE FOLIO

Subject to your payment of the applicable fees due hereunder, PSS hereby grants to you the following rights and license to use the individual items of content that PSS will make available to you pursuant to these Terms (collectively, referred to as the “**Folio**”).

Folio must be used solely for the purposes of your school, organization or entity. PSS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use, copy, distribute, display and create derivative works of Folio solely to in connection with posters created by you for the school, organization or entity that is specified in your account information. If you create any derivative works of Folio, you hereby assign to PSS all rights, title and interest you have in the derivative works.

Except as set forth above, you will not use, sublicense, copy, adapt, modify, translate, disclose, prepare derivative works based upon, distribute, license, sell, rent, lease, assign, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit Folio.

You represent and warrant that your use of Folio and any works created by you that include any item from Folio, will not (a) infringe, misappropriate, or violate a third party’s patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) be threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

You further agree not use Folio in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying Folio, or which may expose us or our users to any harm or liability of any type.

Folio is the proprietary property of us and our licensors. Folio and each item therein is protected by copyright, trademark, intellectual property, and other laws of the United States and foreign countries. We reserve all rights not expressly set forth in these Terms. You agree not to remove, change or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in Folio. You agree that you will not create any collection or library of content and make the same available via the Internet in any manner that may be construed to compete with Folio.

4. FEES

In consideration for the license to Folio granted hereunder, you agree to pay an PSS a monthly subscription fee (the “**Monthly Subscription Fee**”). The initial Monthly Subscription Fee is the amount set forth on the web page order form (the “**Order Form**”) and is due in advance annually for twelve months. For future annual periods we may increase the Monthly Subscription Fee by providing you written notice of the increase not less than sixty (60) days prior to the start of the applicable future annual period. If you object to any increase in the Monthly Subscription Fee, you may terminate your subscription in accordance with the terms hereof.

PSS collects Subscription Fees using a third party payment processor (e.g., Stripe, Authorize.net, etc.). As a condition to conducting a transaction, a User may be required to agree to the third party payment processor’s terms and conditions. Third party payment processors may require PSS to

obtain, verify and record information that identifies each Authorized User who opens an account. When a payment account is opened, we may ask for the Authorized User's name, address, date of birth and other necessary information that will allow us to identify the Authorized User.

You agree that we may charge your payment method on an annual basis in advance for the applicable Monthly Subscription Fees, including any applicable taxes. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL MONTHLY SUBSCRIPTION FEES AND FOR PROVIDING US WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL MONTHLY SUBSCRIPTION FEES.**

You agree that we may charge all fees to the payment method (e.g., credit card, PayPal account, debit card, etc.) you have provided in your account information. It is your responsibility to notify us if your payment method has changed by making the appropriate changes to your account settings. If you do not provide a valid payment method, or if your designated payment method is determined by us to be inactive for any reason, we may immediately discontinue your subscription to Folio. You agree not to cause your credit or debit card company to reverse or "chargeback" any fees charged in accordance with these Terms; and in the event you do so, we may terminate your account and your use of Folio, and you agree to reimburse us for any costs incurred in responding to such chargeback, including, without limitation, our actual costs paid to the credit or debit card company, including chargeback fees, and the value of the time our employees spend on the matter as determined in our discretion in good faith.

All Folio subscriptions will automatically renew at the end of each annual period for a subsequent one (1)-year period (each being a "**Renewal**"). If you proceed with a Renewal, the method of payment used to pay your Monthly Subscription Fees will be debited automatically prior to the commencement of the applicable Renewal period. You acknowledge that, if we change the Monthly Subscription Fee, this will not affect your existing subscription but will apply only prospectively to your next Renewal period.

You may cancel your subscription withing seven (7) days of activation by contacting support@foliok12.com or from your customer portal on the website where you will have the option to cancel your subscription. In the event of a cancellation, we will refund you if, and only if, you have downloaded fewer than eleven (11) resources. The amount refunded will be all of the Subscription Fees minus fee of initial products sent during account onboarding.

5. OUR ENFORCEMENT RIGHTS

We reserve the right (but are not required) to remove or disable your access to Folio at any time and without notice, and at our sole discretion, if we determine that your use of Folio is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that is related to Folio, and in response may take any action we may deem appropriate.

6. ALERTS AND NOTIFICATIONS

As part of your use of Folio, you may receive notifications, text messages, alerts, emails, and other electronic communications. You agree to the receipt of these communications. You can control most communications from Folio by using your account settings. We may need to provide you with certain communications, such as service announcements and administrative messages. You are responsible for any messaging or data fees you may be charged by your wireless carrier. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

7. LINKING TO OTHER WEB SITES

The Sites may display or permit linking or other access to or use of third-party content, promotions, websites, apps, services and resources (collectively “**Third-Party Software**”) that are not under PSS’s control. We provide these links only as a convenience and are not responsible for the products, services, or other content that are available from Third-Party Software. You acknowledge that any Third-Party Software that you use is not controlled by PSS, and you take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party Software. You also acknowledge that these Terms and the PSS Privacy Policy do not apply to any Third-Party Software. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Software.

8. CHANGES TO FOLIO

PSS, in its sole discretion, may delete, add, or modify any items of Folio at any time without notice. PSS is not liable to you or to any third party for any such deletion, addition, or modification.

9. SUPPORT AND AVAILABILITY

PSS provides email support at support@foliok12.com PSS will use good faith efforts to provide 100% availability for the Sites and Folio, but cannot guaranty such. PSS disclaims any liability for any losses, costs, or expenses incurred by you due to the unavailability of the Sites or Folio.

10. PROCESSING OF EUROPEAN UNION RESIDENT PERSONAL DATA

PSS may at times provide services to a company or other entity (“**you**”) located in the European Union (“**EU**”). With respect to information relating to an identified or identifiable natural person in the EU that PSS receives from a you (“**Personal Data**”), PSS shall be regarded as a “**Processor**,” and the you shall be regarded as a “**Controller**.” With respect to Processing of Personal Data covered by the General Data Protection Regulation (“**GDPR**”), or other law regarding the collection, use, disclosure, or security of Personal Data (“**Data Protection Laws and Regulations**”), PSS and you shall have the obligations set forth in the Data Processing Addendum attached to these Terms as Exhibit A (the “**DPA**”). All capitalized terms in the DPA not otherwise defined in these Terms shall have the same meaning as provided by GDPR.

11. TERMINATION

We reserve the right to suspend or deactivate your account or your access to Folio, or to terminate these Terms, at our sole discretion, at any time and without notice. You may close your account at any time by contacting us at support@foliok12.com, or from the website by accessing your accounts page. Upon any termination of these Terms or suspension, termination, or discontinuation of Folio or your account, the following provisions of these Terms will survive: Sections 1, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 and 17.

12. DISCLAIMERS

FOLIO IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO

THESE TERMS OR FOLIO, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that Folio will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality or accuracy, of Folio or results you obtain by using Folio.

13. INDEMNITY

You will indemnify and hold harmless PSS and its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (i) your access to or use of Folio, (ii) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these Terms, (iii), your negligence, or (iv) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

14. LIMITATION OF LIABILITY

NEITHER PSS, ITS SERVICE PROVIDERS, OR ITS LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING FOLIO WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE CONTENT ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE FOLIO, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PSS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL PSS'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE FOLIO OR SITES EXCEED THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEE PAID MOST RECENTLY PAID BY YOU. ANY CLAIM ARISING OUT OF OR RELATING TO YOUR USE OF FOLIO AND THE SITES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PSS AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and PSS arising out of or relating to these Terms, the Sites, or Folio (collectively, “**Disputes**”) will be governed by the arbitration procedure outlined below.

Governing Law. Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or your use of Folio.

Informal Dispute Resolution. We want to address your concerns without needing a formal legal case. Before filing a claim against PSS, you agree to try to resolve the Dispute informally by contacting us at support@foliok12.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or PSS may bring a formal proceeding.

We Both Agree to Arbitrate. You and PSS agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by contacting us at support@foliok12.com within 30 days of first accepting these Terms and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Raleigh, North Carolina, or any other location we agree to.

Arbitration Fees. The AAA rules will govern payment of all arbitration fees. PSS will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate. Either you or PSS may assert claims, if they qualify, in small claims court in Raleigh, North Carolina. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of Folio or the Sites, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions. You may only resolve Disputes with PSS on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.

Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and PSS agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts located in Raleigh, North Carolina. Both you and PSS consent to venue and personal jurisdiction there. We each agree to waive our right to a jury trial.

Limitation on Claims. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of Folio or the Sites must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

16. MARKETING

You agree that PSS may issue a press release regarding your use of Folio. Further, PSS may publicly refer to you as a customer of PSS, including on PSS's Sites and in sales presentations and may use your organization or school logo for such purposes. You hereby grant PSS a worldwide, royalty-free, perpetual, irrevocable right and license to use your name and trademarks, including without limitation tradenames and logos, solely to advertise our products and services and indicate that you are a customer of our business.

17. GENERAL TERMS

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between PSS and you regarding your use of the Sites and Folio, and these Terms supersede and replace any and all prior oral or written understandings or agreements between PSS and you regarding your use of the Sites and Folio.

We will notify you before we make material changes to these Terms and give you an opportunity to review the revised Terms before continuing to use Folio. When you use Folio after a modification becomes effective, you are telling us that you accept the modified Terms.

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without PSS's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. PSS may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by PSS under these Terms, including those regarding modifications to these Terms, will be given: (i) via email, electronic communication, or text message, or (ii) by posting to the Sites. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

PSS's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PSS. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

CONTACT US

PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS.

You may contact us at [\[insert link\]](#) or at our mailing address below.

EXHIBIT A
DATA PROCESSING ADDENDUM

- A. Processing: PSS shall Process Personal Data only as a Processor acting on your documented instructions. PSS shall immediately inform Controller if, in its opinion, an instruction infringes on the GDPR or other Data Protection Laws or Regulations. You shall at all times comply with its obligations as a Controller under Data Protection Laws and Regulations, including providing notice and obtaining all consents and authorizations necessary under Data Protection Laws and Regulations for PSS to Process such Personal Data on your behalf. PSS shall Process Personal Data only for the purposes necessary to provide its services, or in accordance with your written instructions, unless Processing is required by applicable law, in which case PSS shall, to the extent permitted by applicable laws, inform you of that legal requirement before the Processing. You acknowledges that PSS shall have the right to Process Personal Data in order to provide the contracted services, fulfill its obligations under any applicable agreement with you, and for legitimate purposes relating to the operation, support and/or use of the services such as billing, account management, technical support, research, user experience and product development.
- B. Details of Personal Data Processing: The subject matter and duration of the Processing of the Personal Data are described in this DPA and any agreement between PSS and you. The nature and purpose of the Processing of Personal Data is providing Folio. The types of Personal Data that may be processed include name, contact information (such as email address); and device information, such as device identifiers. Your obligations and rights are set forth in this DPA and any other agreement(s) between the parties.
- C. Data Security: PSS shall implement and maintain commercially reasonable technical and organizational security measures as required to comply with Article 32 of the GDPR. Notwithstanding the foregoing, you agree that except as provided herein, you are responsible for the secure use of PSS services, such as security of account authentication credentials.
- D. Personal Data Breach: PSS shall notify you without undue delay of any Personal Data Breach, as required by the Data Protection Laws and Regulations. This obligation shall not apply to incidents that are caused by you, including your employees or agents. You shall be solely responsible for notifying any Supervisory Authorities and Data Subjects of any Personal Data Breach and all costs associated with same.
- E. Confidentiality of Data Processing: PSS shall ensure that any person authorized by PSS to Process Personal Data (including staff), are under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- F. Return or Deletion of Data: Upon termination or expiration of the agreement between the parties, PSS shall (at your election) delete or return, if feasible, to you all Personal Data remaining in its possession or control, save that this requirement shall not apply: (i) to the extent PSS is required by applicable law to retain some or all of the Personal Data; (ii) if PSS is reasonably required to retain some or all of the Personal Data for limited operational and compliance purposes; or (iii) to Personal Data PSS has archived on back-up systems. The terms of this Subsection F shall survive for as long as PSS continues to retain any Personal Data.
- G. Subprocessing: You agree that this Exhibit constitutes your written authorization for PSS to engage Subprocessors to Process Personal Data on your behalf, including the Subprocessors currently engaged by PSS. PSS shall: (i) enter into a written agreement with the Subprocessor that requires the Subprocessor to protect the Personal Data to the standard required by Data Protection Laws and Regulations; (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause PSS to breach any of its obligations under this DPA;

and (iii) notify you in the event that it intends to engage different or additional Subprocessors that will Process Personal Data.

- H. Individual Rights, Controller Obligations, and Supervisory Authority Inquiries: PSS shall comply with your commercially reasonable requests to assist you in fulfilling its obligations to Data Subjects' exercise of their individual rights, and ensuring compliance with Controller's obligations under Articles 32 to 36 of GDPR, if such assistance by PSS is strictly necessary and you are unable to independently fulfill these obligations without PSS's support. To the extent legally permitted, PSS shall notify you if it receives a request from a Supervisory Authority, and shall provide commercially reasonable cooperation to assist you in its response to such Supervisory Authority to the extent strictly necessary. You shall bear all of PSS's costs and expenses for providing assistance under this Subsection H.
- I. Demonstrating Compliance: PSS shall provide written responses (on a confidential basis) to all commercially reasonable requests for information made by you regarding Processing of Personal Data, including responses to information security reviews, that are necessary to confirm PSS's compliance with the terms of this DPA. PSS shall allow for and contribute to audits and inspections performed by you or a vendor of you reasonably acceptable to PSS, provided that no on-site audits may be conducted unless necessary to demonstrate PSS's compliance with this DPA, and you reasonably believe that PSS is not complying with this DPA. Any audit or inspection, whether on-site or remove, shall be conducted at your sole cost and expense, and in a manner that does not cause any damage, injury, or disruption to PSS's premises, equipment, personnel, or business. Under no circumstance shall PSS be required to disclose any proprietary or privileged information to you or an agent or vendor of you. You shall not exercise its rights under this section more than once annually, including with respect to any support required to perform a data protection impact assessment.
- J. Data Transfers: PSS may Process Personal Data anywhere in the world where PSS or its Subprocessors maintain data Processing operations. PSS shall at all times provide an adequate level of protection for the Personal Data Processed, in accordance with the requirements of Data Protection Laws and Regulations. The parties agree that this DPA constitutes appropriate safeguards to transfer Personal Data to a third country pursuant to Article 46 of the GDPR. In the event PSS will Process Personal Data in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, you, as data exporter, and PSS, as data importer, agree to abide by the applicable provisions of the European Commission standard contractual clauses, available at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>, which are hereby incorporated by reference into this DPA. Appendix 1 and Appendix 2 of the standard contractual clauses are included below:

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): a school, school district or other organization that is a licensee of Folio.

Data importer

The data importer is (please specify briefly activities relevant to the transfer): The data importer provides a Folio that is made available on a subscription basis.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): The data subjects are members of the data exporter's organization. Depending on the nature of the data exporter's organization, the data subjects may include employees, or other members of the data exporter's organization.

Categories of data

The personal data transferred concern the following categories of data (please specify): The personal data will include contact information such as the data subject's name, email, or identification number, and device information, such as device identifiers.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): None.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): The personal data will be processed for purposes of communicating or making information available to the data exporter and data subjects, providing services to the data exporter and data subjects, and to enhance data importer's products and services.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Security measures implemented include administrative safeguards such as security policies and procedures and determination of access rights and security clearances. Technical safeguards include logging and monitoring of system activity and access, intrusion detection, access controls, firewalls, and change management controls.

Your Obligations and Indemnification: You shall ensure that you are entitled to transfer the relevant Personal Data to PSS for Processing as set forth in this DPA. You shall not provide to PSS any "Sensitive Personal Data" as defined by GDPR and any Data Protection Laws and Regulations, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission of any crime or offense. You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by any applicable Data Protection Laws and Regulations and acknowledges that PSS is reliant on you for direction as to the extent to which PSS is entitled to use and Process the Personal Data. You shall ensure that the relevant third parties and Data Subjects have been informed of, and have given their consent to, such use, processing, and transfer, as required by any applicable Data Protection Laws and Regulations and acknowledges that PSS is reliant on you for direction as to the extent to which PSS is entitled to use and process the Personal Data. Consequently, PSS will not be liable for any claim brought against PSS arising from any action or omission by PSS to the extent that such action or omission resulted directly from your instructions and/or any failure of you to

comply with this DPA. In addition to, and without limiting any indemnification obligations in this DPA, you shall indemnify, and keep indemnified, PSS against all claims, damages, expenses, penalties, and fines incurred by PSS or in respect of which PSS may become liable due to any failure by you or its employees or agents to comply with its obligations under this DPA.