

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com



Quote

ADDRESS

The Board of Trustees of Illinois State University
University High School
Isu Campus Box 5300
Normal, IL 61790

QUOTE # 51747
DATE 02/20/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	25-26 INTEGRAL School License	Schoolwide license for DeltaMath INTEGRAL, SY 25-26 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	1,520.00	1,520.00

Schools covered by this license:
University High School

SUBTOTAL 1,520.00
TAX 0.00
TOTAL

*Approximately 650 students

USD 1,520.00

Please send PO's electronically
to: orders@deltamath.com

W9: <https://www.deltamath.com/files/w9.pdf>

Accepted By

Accepted Date

Terms of Service

Effective Date: December 12, 2024

Thank you for your interest in using the online services operated by DeltaMath ("DeltaMath", "we" or "us"). These Terms of Service ("Terms" or "Agreement") govern your use of DeltaMath's online services (the "Services"). Please continue reading to learn about the terms by which you may use our Services.

These Terms apply to all schools, school districts, or teachers (collectively referred to as "Schools") as well as students, parents, or individuals who use the Services; (collectively along with "Schools" referred to as "Users" or "you").

Any material change to these policies will be announced via a banner message displayed on this website.

By accessing or using the Services, creating an account, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the DeltaMath [Privacy Policy](#), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our [Privacy Policy](#) may change too. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

Regarding Student Data:

Our Services may be purchased by educational institutions, such as schools, school districts, or teachers (referred to in the collective as "Schools"), who utilize our Services for educational purposes. When DeltaMath is used by a School to provide Services, we may collect or access Student Data (as defined below). Such data may be provided by the School or directly by the student. This Student Data may, in certain instances, include information (e.g., student name, student email address) considered sensitive under applicable U.S. federal or state privacy laws.

We treat Student Data as strictly confidential and, in general, do not use this data for any purpose other than enhancing and delivering our Services. It is solely your responsibility to obtain consent, as mandated by law, to use Student Data and to transfer it to DeltaMath for subsequent use. Our collection, processing, and sharing of Student Data are governed by this Agreement and applicable laws and regulations, including the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"),

and relevant state laws, including, but not limited to, the Illinois Student Online Personal Protection Act ("SOPPA") and New York State Ed Law 2-D.

DeltaMath's Service

DeltaMath is an online math practice and learning site.

As long as you are complying with all of the terms and conditions of this Agreement, DeltaMath gives you permission to access and use the Service. The Service is available for your personal, noncommercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or part of the Service at any time without notice or liability.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Eligibility and Authority

If you create a DeltaMath account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you accept this Agreement on the School's behalf. If you contact DeltaMath to request any actions concerning an account, you represent and warrant that you have the necessary authority to make such requests either from or on behalf of the account-holder (e.g., a School or Parent, depending on the type of account).

The U.S. Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13.

For **DeltaMath for Home**: If you independently create a learner account with DeltaMath for Home, you actively affirm that you are 13 or over. If you are not over the age of 13, then a parent or guardian must create a learner account for you.

Schools must obtain the necessary parental and student consent to collect and share Student Data with DeltaMath before utilizing our Services. Specifically, if your School provides the Service to children under the age of 13, you represent and warrant that you either have the authority to consent on behalf of parents or have obtained appropriate consent for DeltaMath to collect and use information from these students prior to granting

them access to our Service. Use of the Services is strictly conditioned upon Schools securing the proper consents required by law for the collection and subsequent sharing of Student Data with DeltaMath. DeltaMath recommends that Schools provide appropriate context and disclosure to students and parents in order to obtain their consent, and assumes no responsibility for any failure by Schools to obtain the necessary and proper consent.

Your Registration Obligations

You agree to the following conditions in exchange for your use of the Service: (a) to provide true, accurate, current, and complete information about yourself as requested by the Service's registration form, referred to as "Registration Data," and (b) to promptly update this Registration Data as necessary to ensure it remains accurate, current, and complete.

DeltaMath reserves the right to suspend or terminate your account and deny access to the Service (or any portion thereof) if you provide any information that is untrue, inaccurate, outdated, or incomplete, or if DeltaMath has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete.

General Account Information

DeltaMath offers a variety of account types, both free and paid, to subscribers with specific terms and conditions. These terms vary based on the account type and are outlined in quotes, sales contracts, and/or website descriptions. While each account has a default set of terms, DeltaMath can create accounts with different terms as needed. Changes to the terms require a written agreement between the subscriber and DeltaMath.

Account Types

1. Free teacher account: A free teacher account is for a single teacher user and all of the students rostered to this teacher's classes (i.e. students that have this teacher as the teacher of record). Free teacher accounts may be created through the DeltaMath website. See the "School Accounts and Student Data" section below for more information.

Students will register with a class code and complete assignments made by their teacher. Individual teacher licenses are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without prior consent.

2. Premium teacher account (PLUS/INTEGRAL): A premium teacher account (either PLUS or INTEGRAL) is for a single teacher user and all of the students rostered to this teacher's classes (i.e. students that have this teacher as the teacher of record). Premium teacher

accounts may be purchased through the DeltaMath website or by email. Our premium teacher accounts are sold per school year and do not automatically renew. The school or teacher must take action to renew this account. See the “School Accounts and Student Data” section below for more information.

Student registration will vary, depending on the integrations the teacher is using in their account, and students will complete assignments made by their teacher. Individual teacher licenses are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without prior consent.

3. School or District account (PLUS/INTEGRAL): A school or district account (either PLUS or INTEGRAL) is for a single school or district, all of the teachers within that school or district, and all of the students rostered to each teacher's classes (i.e. students that have this teacher as the teacher of record). School or district accounts may be purchased through the DeltaMath website or by email. School or district accounts are sold per school year and do not automatically renew. The school or district must take action to renew this account. See the “School Accounts and Student Data” section below for more information.

Student registration will vary, depending on the integrations the teacher is using in their account, and students will complete assignments made by their teacher.

4. DeltaMath for Home Parent account: A DeltaMath for Home Parent account is intended for the parent or guardian of an associated learner. A parent or guardian who would like to sign their child up for a Learner account can create a free Parent account for DeltaMath for Home through the DeltaMath website. Within the account, the parent or guardian can purchase an associated Learner account(s) that can be used by the parent or guardian's child(ren). See the “Subscription and Billing for Accounts for DeltaMath for Home” section below for more information.

5. DeltaMath for Home Learner account: A DeltaMath for Home Learner account cannot be created directly by anyone under 13 years of age. Learners under 13 years of age must be invited to create an account by a parent or guardian using a DeltaMath for Home Parent account. In this case, billing is associated with the Parent account.

Learners 13 years of age or older can also be invited to create an account by a parent or guardian using a DeltaMath for Home Parent account. However, they may also create an independent Learner account. In the case where a learner has created their own DeltaMath for Home Learner account that is not associated with a Parent account, billing will be associated with the independent Learner account.

Learner accounts are typically for a term of one month or one year from date of purchase and do automatically renew.

In the case where a Parent account has one or more associated Learner accounts and then adds another Learner account, that Learner account would automatically join the Service and billing cycle of the currently existing accounts at a prorated cost until the next billing cycle.

School Accounts and Student Data

This Section applies to a School's use of the Service.

Personal Information and Student Data

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access DeltaMath Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as DeltaMath.

When DeltaMath is used by a School for an educational purpose, DeltaMath may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related to an identifiable Student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

Confidentiality. DeltaMath agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our [Privacy Policy](#).

Student Data Access. You authorize DeltaMath to access or collect Student Data for the purpose of providing the Service. In the U.S., DeltaMath shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1).

Personal Information and Student Data Consents and Authority. If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with DeltaMath. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's

Online Privacy and Protection Act (“COPPA”) and applicable State laws relating to student data privacy. DeltaMath relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for DeltaMath to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

Use of Student Data. By submitting or providing us access to Student Data, you agree that DeltaMath may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent. DeltaMath shall not use Student Data to engage in targeted advertising.

Use of Anonymized Student Data. You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

Use of Personal Information for Marketing. You agree that DeltaMath may provide information about new DeltaMath features and offerings to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, DeltaMath shall never use Student Data to engage in targeted advertising.

Third-Party Service Providers. You acknowledge and agree that DeltaMath may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

Student Data Retention and Deletion Requests. DeltaMath retains Student Data, but for educational purposes only. Oftentimes students will want to refer back to their DeltaMath student accounts for college or other future courses. However, if a student does not utilize their account for a period of two years, their account and personally identifiable information will be deleted. Additionally, Schools may request that we delete Student Data in our possession at any time by providing such a request in writing. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. A Parent or student over the age of 18 seeking to modify, correct, or delete personal

information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual.

Refund Policy

Refunds for site or individual teacher licenses are available within one month (30 days) of purchase. Full or partial refunds are not available after that time, and in no case will unused licenses roll over to the next school year. Contact orders@deltamath.com to request a refund.

Subscription and Billing for Accounts for DeltaMath for Home

This Section applies to accounts created through the Service using a credit card and that automatically renew.

To view specific details regarding your subscription with DeltaMath for Home, sign in to your account and click on your name. If you have any questions about your subscription or billing, you may also contact home@deltamath.com directly for assistance.

Automatic Renewal and Payment Authorization

By starting your DeltaMath for Home subscription, you expressly authorize us to charge your payment method for the subscription fee associated with your chosen subscription term (e.g., monthly or yearly). Subscription renewal fees will be automatically charged to the card on file at the beginning of each subscription period (monthly or yearly), and will continue unless you cancel your subscription.

Your subscription will automatically renew on the anniversary of your subscription date (either monthly or yearly), and we will charge your current payment method (or a new payment method if you update your account information) the applicable fee, along with any sales or similar taxes that may apply. Prices and charges are subject to change, but we will provide advance notice of any changes.

As part of this Agreement, the term “billing” refers to any charge or debit made against your payment method.

Variation in Billing Amounts

You acknowledge that the billed amount may vary from period to period, due to factors such as changes in your subscription. By agreeing to this Agreement, you authorize us to charge your payment method for varying amounts as necessary. While we may change the

fees and charges from time to time, including adding new fees, we will provide advance notice of any such changes.

Managing Your Payment Method

If you wish to update your payment method, or if your payment information changes (e.g., credit card expiration or validity), you can edit your payment details on your account page. To access this page, sign in to your DeltaMath for Home account, click on your name, and select "Update Payment." If your payment method expires and you do not update your payment information or cancel your subscription, you authorize the Service to retry charging the card up to four times in one week. If the card still does not go through, we will cancel your subscription.

Cancellation of Subscription

To avoid future charges, you must cancel your subscription before the renewal date of each billing period. The subscription fee will be charged at the start of each period (monthly or yearly) and will continue unless you cancel. To view the commencement date of your next renewal, sign in to your DeltaMath for Home account and click on your name.

If your monthly subscription begins on a day that is not part of the calendar month (e.g., January 31), we will bill your payment method on the last day of that month (e.g., February 28).

Canceling Automatic Renewals

You can cancel your subscription at any time. Cancellation will be effective immediately, and you will retain access to the Service until the current billing period ends. Please note that we do not provide refunds or credits for any partially used subscription periods. To cancel your subscription, sign in to your DeltaMath for Home account, click your name, and then click "Cancel Subscription."

Refund Policy for DeltaMath for Home

We offer a 7-day free trial. We do not offer refunds.

Price Changes

We reserve the right to adjust the pricing for our Service, including but not limited to subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes to DeltaMath for Home will take effect following posting or other notice to you (e.g., e-mail).

Use License

The Service and the DeltaMath Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement.

“DeltaMath Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including DeltaMath proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, graphs, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property. DeltaMath Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the DeltaMath Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any DeltaMath Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the DeltaMath Technology. You may not use content from our Services, unless you obtain permission from its owner or are otherwise permitted by law. Don't remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

By using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated “scraping”; (ii) use any automated system, including but not limited to “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the DeltaMath servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined above), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii)

bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Policy](#) which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that DeltaMath can use such data in accordance with our [Privacy Policy](#) or [Children's Privacy Policy](#), depending on the account type.

Passwords and Security

You are responsible for maintaining the confidentiality of your DeltaMath password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify DeltaMath of any unauthorized use of your password or any other breach of security related to the DeltaMath Services. DeltaMath may require you to alter your password if we believe that your password is no longer secure.

Links

DeltaMath has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DeltaMath of the site. Use of any such linked website is at the user's own risk.

Modifications

DeltaMath may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

Disclaimer and Limitations of Liability

a. You agree that use of the DeltaMath services is at your sole risk. The DeltaMath services are provided on an “as is” and “as available” basis. DeltaMath expressly disclaims all warranties of any kind, whether express or implied, with respect to the DeltaMath services, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials available through the DeltaMath services is not guaranteed and that DeltaMath will not be responsible to you for any loss of data or materials caused by the DeltaMath

services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the DeltaMath services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will DeltaMath or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the DeltaMath services.

c. If, notwithstanding these Terms, DeltaMath is found to be liable to you or any third party in connection with your use of the DeltaMath services, the total liability of DeltaMath and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

d. Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that DeltaMath may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of DeltaMath's liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless DeltaMath and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. DeltaMath reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DeltaMath's defense of such claim.

Termination

This Agreement shall remain in full force and effect while you use the Service. DeltaMath may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without

warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

DeltaMath can modify, suspend, or temporarily discontinue the Service at any time, with or without notice, and is not liable to users or third parties for any such changes. If the Service is permanently discontinued, DeltaMath's liability is limited to a refund of the prorated subscription price based on the time remaining on the subscription.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement, **including the attached University Laboratory School Software Addendum**, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.

User Content

While using the Service, you are fully responsible for any content that you create, transmit, or display.

Currently, or in the future, the Service may allow Users to submit, post, display, or otherwise share content, including but not limited to text, images, comments, questions, and other forms of information. This content, referred to as "User Content," is made available through the Service by Users.

You retain full ownership of your User Content, and we do not assert any rights over it.

When you submit, post, display, provide, or otherwise make available any User Content through the Service or to DeltaMath, you grant DeltaMath a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, syndicate, publicly perform, publicly display, and create derivative works from that User Content, in whole or in part, in any form, media, or technology—whether existing now or developed in the future. This license allows DeltaMath to utilize your User Content in connection with the Service and its business, including for promotional purposes and redistribution in various media formats and channels. Additionally, you provide each User of the Service with a non-exclusive license to access your User Content and to use, reproduce, distribute, display, and perform it as permitted by the functionality of the Service and under this Agreement.

You must ensure that you have the legal rights to any User Content you submit. You are not permitted to upload or post any content that infringes upon the copyright, trademark, or other intellectual property rights of third parties. Likewise, you may not upload User Content that violates any third party's right to privacy or publicity. You may only submit User Content that you have the permission to post from the owner or as permitted by law.

International Use

Given the global nature of the Internet, you agree to adhere to all local laws, regulations, and rules applicable to the jurisdiction(s) in which you reside. You are solely responsible for ensuring compliance with these legal requirements. Additionally, you agree to follow all applicable laws governing the transmission of data exported from the United States or from your jurisdiction(s).

No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Service, including your use of or access to it, for any commercial purposes.

Arbitration

Please read this section carefully, as it requires both parties to resolve disputes through arbitration and limits the ways you can seek relief from DeltaMath. If you have a dispute with DeltaMath, you agree to first reach out to us at support@deltamath.com to attempt an informal resolution. If, after sixty (60) days, the dispute remains unresolved, both parties agree to settle any claims, disputes, or controversies (collectively referred to as "Claims") arising from or related to this agreement, including any alleged breaches, through binding arbitration conducted by AAA. This arbitration will follow the Expedited Procedures in effect for AAA, unless stated otherwise in this agreement. You can contact AAA at <https://www.adr.org/>. The arbitration will take place in New York, NY, unless you and DeltaMath agree on a different location.

If you are a School or are using the Service for commercial purposes, both parties are responsible for paying any filing, administrative, and arbitrator fees according to AAA rules. The arbitrator's award will include the costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert witnesses and other witnesses.

If you are an individual using the Service for non-commercial purposes: (i) you may be required to pay an initiation fee to AAA unless you successfully obtain a fee waiver; (ii) the arbitrator's award may cover your arbitration costs, reasonable attorney's fees, and reasonable costs for expert witnesses and others; and (iii) you may file a lawsuit in a small claims court of competent jurisdiction without first going through arbitration, although this does not waive your obligation to attempt informal dispute resolution.

Any judgment resulting from the arbitrator's award may be enforced in any court of competent jurisdiction. Furthermore, this section does not prevent DeltaMath from seeking injunctive or other equitable relief in court to protect against actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights, or other proprietary rights.


Class Action/Jury Trial Waiver

All claims must be brought individually by all persons and entities, regardless of whether they have used the Service for personal, commercial, or other purposes. No claims may be asserted as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This waiver extends to class arbitration, and unless otherwise agreed upon, the arbitrator is not permitted to consolidate claims from multiple individuals.

By entering into this agreement, both you and DeltaMath acknowledge that you are waiving your right to a jury trial and your right to participate in any class action, collective action, private attorney general action, or other representative proceeding.

The Board of Trustees of Illinois State University

DeltaMath

A handwritten signature in cursive script, appearing to read "S. Brown", is written above a horizontal line.A horizontal line intended for a signature.

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.

- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
- b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
 - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

☒ **Vendor Certifications:** Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

☒ **FERPA & State Privacy Protections.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

☒ **SOPPA.** Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

☐ **Health Insurance Portability and Accountability Act ("HIPAA"):** If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

☐ **PCI Standards:** If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

☐ **Vendor Monitoring/Audit:** With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. Order of Precedence:

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. Insurance:

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

3. Confidential Information:

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. Governing Law:

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. Term:

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obligating the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
 - d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
 - e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
 - f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
13. **Assignment:** This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.

Privacy Policy

Effective Date: December 12, 2024

DeltaMath (“we” or “DeltaMath”) is committed to protecting the privacy of teachers and students. This Privacy Policy will explain (i) what information DeltaMath collects from you and why we collect it, (ii) how we use and share that information, and (iii) the choices you have, including how to access, update and delete your information.

Any material change to these policies will be announced via a banner message displayed on this website.

How we Collect and Use Information

Teacher Registration and Class Setup: We ask for certain information when a teacher registers with DeltaMath. Teachers must provide a school name and address where they currently teach and also their full name and salutation. This information will be shown to students when they register so they are confident they are registering for the correct class. Teachers must also provide an email address and password. The email and password are used for login purposes to protect student data that only teachers have access to. The email address may also be used to send infrequent updates about DeltaMath. The teachers must also provide information about the classes they are teaching. This allows the teacher to create assignments on a per class basis and the students will select the correct section from a dropdown box when they register for the class.

Student Registration: Students may only sign up for a DeltaMath account with a valid teacher code from a registered DeltaMath teacher. The students are given the teacher code and the students are responsible for creating their own account. Students must enter their full name, email address, password and select the correct class section when creating the account. The email addresses are used for a unique login as well as password recovery initiated by the student. In order to improve privacy, there is an option in the teacher "Tools" that allows email addresses to *not* be used during registration. In this case, the teacher could assign non personally identifiable usernames and nicknames in order to increase student anonymity. The only users that will be able to see the student personally identifiable information are the teachers for whom the student has registered. The student's teachers are *not* able to see their students' passwords, but the teacher is able to reset the password of a student in the event that a student has forgotten their password.

Assignment Data: The primary purpose of DeltaMath is for teachers to put up assignments and for students to complete them. Teachers will create assignments, specifying relevant math problems for students to complete. Teachers have the opportunity to share their

assignments with all DeltaMath users, but the default is that all assignments created are private. Students will complete the assignments and data will be collected regarding student progress. This data includes which problems were attempted, the time at which each problem was attempted, the answers the student submitted and whether they were correct, the duration the student was working on each problem, whether each assignment was completed on time and the completion percentage for each assignment. Some problems have corresponding videos and data is collected on whether the student watched the videos and for how long. If the teacher decides to assign a "Test Correction" assignment, the students are required to enter in their grade on the given test or quiz and input which questions they got wrong in order for a customized assignment to be made for the student. All of this data is available to the student's teacher(s) in order to use the information for student accountability purposes or to inform their instruction. The information is also available to all future, past and concurrent teachers added by the student in order for each teacher to understand their students' strengths and weaknesses to the fullest extent.

Automatically Collected Data: We automatically collect certain technical usage information when you use the DeltaMath Services ("Usage Data"). Usage Data includes the information that your web browser or mobile application automatically sends to our servers whenever you visit. The Usage Data collected in our logs may include information such as your web request, Internet Protocol address, operating system, browser type, browser language, referring / exit pages and URLs, platform type, click history, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and whether you opened an email. Typically, this information is collected through log files, web beacons, browser cookies, or other device identifiers that may uniquely identify your browser or device. Teachers are able to see the IP addresses of their students for any given problem solved in order to ensure that multiple accounts are not signing in from the same computer possibly indicating one student is signing into another student's account to complete work under a false identity. In addition, the DeltaMath Services may use third party analytics and bug tracking software (including, without limitation, Google Analytics) to collect further Usage Data regarding the online usage patterns of our users and bugs in our Services. We may combine Usage Data with Personal Data in a manner that enables us to trace Usage Data to an individual user. We do not permit third party advertising networks or other third parties to collect information about your browsing behavior from our website for advertising purposes.

How we Share Your Information

DeltaMath does not sell or rent any of your, or your child's, personal information to any third party for any purpose - including for advertising or marketing purposes. Targeted advertising is not permitted on DeltaMath. We use the information we collect from you to provide you with the best DeltaMath experience. More specifically, this information is used to:

- Provide and improve the Service, for example by developing new products and features
- Respond to your requests for information or customer support
- Customize the Service for you, and improve your experience with it
- Send you information about new features and DeltaMath products we believe you may be interested in

We use automatically collected information (described in the "Automatically Collected Data" section above) to provide and support our Service, and for the additional uses described in this section of our Privacy Policy.

We do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy:

Service Providers: Targeted advertising is not permitted on DeltaMath. We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf. We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, and security. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to the same standards of data privacy and security as those detailed herein, particularly with regard to protected personal information.

Analytics Services: We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded.

Aggregated Information and Non-Identifying Information: We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how DeltaMath is used, spot industry trends, or to

provide marketing materials for DeltaMath. Any aggregated information shared this way will not contain any personal information.

Legal Requirements: We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of DeltaMath, our employees, our community, or others, or to prevent violations of our [Terms of Service](#) or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.

Sharing with DeltaMath Companies: Over time, DeltaMath may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.

Change of Control: If we sell, divest or transfer DeltaMath or a portion of DeltaMath, we will not transfer Student personal information without first giving you the ability to opt-out of the transfer by deleting your account, unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business.

How we Store and Protect Your Information

Storage and Processing: Any information collected through the Service is stored and processed in the United States. If you use our Service outside of the United States, you consent to have your data transferred to the United States.

Keeping Information Safe: DeltaMath maintains strict administrative, technical and physical procedures to protect information stored in our servers, which are located in the United States. We use highly rated hosting providers with onsite 24-hour security and teams of experts dedicated to monitoring network security. Access to information is limited through user/password credentials by the administrator of the website only. When you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL/TLS) by default. We ensure passwords are stored and transferred securely using encryption, salted hashing and key stretching to prevent brute force password cracking.

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our homepage (www.deltamath.com) or elsewhere on the Service, and may send an email to you at the email address you have provided to us.

How to Update or Delete Your Information

Account Information and Settings: Schools and students may update account information, such as email, password and name, by signing into their account and clicking "Tools". Schools and other website users can opt-out of receiving promotional email from us by clicking on the "unsubscribe" feature at the bottom of each any email sent to them. Teachers may change a password or alter a name of any student account who has added the teacher code of that teacher to their student account.

If you have any questions about reviewing or modifying account information, contact us directly at support@deltamath.com.

Deleting Your Account and Information: If you would like to delete your account and information from the site, please contact support@deltamath.com and your request will be honored within a reasonable amount of time. The request should be made from the email address associated with the account to ensure it is a legitimate request. If you are a student or a parent of a student of an active School account, the request must be made by the School as an intermediary in order to give the School ample chance to download information from the site that may be used for legitimate educational purposes. We may maintain anonymized, aggregated data, including usage data, for analytics purposes.

Children's Privacy

DeltaMath does not knowingly collect any information from children under the age of 13 unless and until the School has obtained appropriate parental consent for the student to use the Service. Because DeltaMath collects and uses Student Data at the direction of and under the control of a School, DeltaMath relies on each School to provide appropriate notice to parents of the School's use of third party service providers such as DeltaMath, and for the Schools to provide consent, if necessary, and authorization for DeltaMath to collect Student Data, as permitted by the Children's Online Privacy Protection Act (COPPA). Please contact us at support@deltamath.com if you believe we have

inadvertently collected personal information of a child under 13 without proper consent so that we may delete such data as soon as possible. For DeltaMath for Home accounts, please refer to our [Children's Privacy Policy](#).

Changes and Updates

This Privacy Policy may be revised periodically and this will be reflected in the “Effective Date” at the top of this page. Your continued use of the DeltaMath Services following such update constitutes your agreement to the revised Privacy Policy.

Children's Privacy Policy

Effective Date: December 12, 2024

For learners under 13 years of age, Learner accounts must be associated with a Parent account. DeltaMath for Home prohibits children under the age of 13 from creating independent Learner accounts and does not knowingly collect their personal information without consent of a parent or guardian. Parents can create Learner accounts linked to their Parent accounts, allowing supervised access to the service. By setting up a Learner account, parents or guardians consent to the practices outlined in the policy regarding their child's personal information. DeltaMath for Home collects only necessary information and ensures parents or guardians have control over their child's use. For learners 13 years of age or older, Learner accounts may be created independently. This Children's Privacy Policy applies to all Learner accounts.

1. Creating a Learner Account

A DeltaMath for Home Learner account cannot be created directly by anyone under 13 years of age. Learners under 13 years of age must be invited to create an account by a parent or guardian using a DeltaMath for Home Parent account. The parent or guardian actively agrees to the [Terms of Service](#), [Privacy Policy](#), and this Children's Privacy Policy.

Learners 13 years of age or older can also be invited to create an account by a parent or guardian using a DeltaMath for Home Parent account. However, they may also create an independent Learner account. In this case, the learner actively agrees to the [Terms of Service](#), [Privacy Policy](#), and this Children's Privacy Policy.

2. How DeltaMath for Home Collects and Uses Information

During the setup of a Parent account on DeltaMath for Home, parents or guardians provide information about their authorized learner(s), including a profile name. DeltaMath for Home does not collect birthdates or sensitive personal information from child users. Children can change their profile details, which parents can view.

DeltaMath for Home collects information about the learner's use of the Service, including answers to questions, to provide feedback and compile reports. Additionally, it automatically gathers usage data, such as IP addresses, device details, and browsing behavior, through tracking technologies. This data helps DeltaMath for Home improve the Service, personalize content, enhance security, and provide technical support. For more details on data collection practices, refer to our Privacy Policy.

3. How DeltaMath for Home Shares Your Information

Only in the following instances would DeltaMath for Home share a child's personal information: in order to provide Services, as required by law, or at the request of a parent or guardian. This includes sharing data with trusted vendors and service providers for analytics and hosting. Disclosure may occur to comply with legal requirements, enforce terms of service, or address security issues. In the event of a merger or sale, personal information may also be transferred. Additionally, DeltaMath for Home may share aggregated or de-identified information that cannot identify individual users.

4. DeltaMath for Home in Schools

If DeltaMath for Home is used in schools for educational purposes, the school may allow DeltaMath for Home to collect information from children under 13. Parents or guardians can contact the school to request access to, review, or delete their child's information, and DeltaMath will process these requests as instructed by the school.

For more details on how DeltaMath protects student data, including for those under 13, please read our [Privacy Policy](#).

5. How to Access and Delete your Child's Information

Parents and guardians can review the information collected from their child's profile by signing into their Parent account. They can stop further data collection by discontinuing the child's access to the service. DeltaMath for Home will keep personal information as long as needed to provide the Service and will de-identify or delete it after receiving a deletion request, or 2 years after the Parent's subscription ends. If an independent Learner does not have a Parent subscription associated with their account, then the information will be deleted 2 years after the independent Learner's subscription ends. To request deletion of personal information, parents or guardians can contact DeltaMath at home@deltamath.com.

6. Contact Us

If you have any questions about this policy, contact us directly at home@deltamath.com.