

LMBE Solutions LLC Additional Terms of Use for Educational Institutions

Effective Date: May 10, 2019

These Additional Terms of Use for Educational Institutions (the “Additional Terms”) apply to all schools, school districts, and related entities and organizations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”). For purposes of these Additional Terms, “you” shall mean an Educational Institution. These Additional Terms supplement (and do not supersede) our [Terms of Use](#); however, in the event of a direct conflict, these Additional Terms shall prevail. Capitalized terms that are not defined below have the definitions given them in LMBE Solutions LLC’s [Terms of Use](#).

I. General

1. Both parties agree to uphold their responsibilities under the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), the Children’s Online Privacy and Protection Act (“COPPA”). We provide the Services as an outsourced institutional function under FERPA 34 CFR Part 99.31(a)(1). We recommend that all Educational Institutions provide appropriate disclosures to parents (including legal guardians and Eligible Students (as defined in FERPA), collectively “Parents”) regarding your use of LMBE Solutions LLC’s Services and that you provide a copy of our [Privacy Policy](#) to Parents.
2. As between an Educational Institution and LMBE Solutions LLC, Education Records (as defined below) continue to be the property of and under the control of the Educational Institution. You own all right, title and interest to and are solely responsible for all Education Records. Education Records shall mean student educational records that are: (1) directly related to your student; and (2) maintained by you or by a party acting for you (“Education Records”). We do not own, control, or license such Education Records, except as permitted under these Additional Terms and LMBE Solutions LLC [Terms of Use](#) and [Privacy Policy](#).

II. Compliance with Family Educational Rights and Privacy Act - FERPA

1. FERPA requires that Educational Institutions keep personally identifiable information (as defined in FERPA, “PII”) from Education Records confidential and cannot disclose them to a provider unless: (i) an Educational Institution has first obtained written consent from the Parents; or (ii) the disclosure of information falls into one of the exceptions provided for in the FERPA. One of the exceptions is releasing PII from Education Records to a school official with a legitimate educational interest. According to FERPA, teachers, contractors, consultants, volunteers, or other parties to whom the Educational Institution has outsourced institutional services or functions may be considered a school official. Furthermore, if these school officials need PII from Education Records to do a job they have been assigned or contracted to conduct, they are also considered to have a legitimate educational interest.

2. In order to allow LMBe Solutions LLC to provide you with the Services, you hereby designate LMBe Solutions LLC as a “school official” with a “legitimate educational interest” under FERPA in using and accessing your Education Records. You also represent and warrant to LMBe Solutions LLC that (a) you have obtained all consents necessary in connection with disclosing any Education Records directly or indirectly to LMBe Solutions LLC, or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.
3. Educational Institutions may use the Services to automatically create accounts on behalf of its students, using Education Records to “pre-populate” those students’ names and contact information into the accounts and providing LMBe Solutions LLC with such information of the students. The student then chooses whether to activate an account with LMBe Solutions LLC to enroll in online courses, take part in the class discussion, and use other features available through the Services. We treat that pre-populated content as the Educational Institution’s confidential information; that means that we won’t disclose it or use it, except as we’re expressly required or allowed to under these Additional Terms, our [Terms of Use](#) and [Privacy Policy](#). Once a student activates their account, any information in their account (even information pre-populated by Educational Institutions) belongs to them – we consider it disclosed by the individual (even if it was initially pre-populated by Educational Institutions). Therefore, post-activation, LMBe Solutions LLC’s use of content in a student’s account is covered by LMBe Solutions LLC’s [Privacy Policy](#).

III. Use of Data from Education Records

1. By disclosing or providing PII or other information from the Education Records to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license to use, transmit, distribute, modify, reproduce, display, and store such information only for the purposes of providing the Services as contemplated in and enforcing our rights hereunder. LMBe Solutions LLC will only use and access your Education Records as necessary to provide the Services to you, your students, instructors and professors, and only for authorized purposes in accordance with terms of these Additional Terms, LMBe Solutions LLC’s [Terms of Use](#) and [Privacy Policy](#). For clarity and without limitation, we will not (and will not allow third parties to) use PII from Education Records to engage in targeted advertising.
2. You agree that we may collect, share, publicly disclose, or otherwise use data derived from Education Records, including contextual or transactional data about a student’s or a user’s access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, user, or an Educational Institution (“De-identified Metadata”). We may use any De-identified Metadata that is not linked to FERPA-protected information for other purposes, unless otherwise prohibited by the terms of these Additional Terms and LMBe Solutions LLC’s [Terms of Use](#), such as to develop, evaluate, analyze, improve, operate, provide, or market our

Services. You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the De-identified Metadata even after this Agreement has expired or been terminated.

IV. Sharing of Data from Education Records

1. We treat the PII from Education Records as confidential and do not knowingly share it with third parties other than as described in LMBe Solutions LLC's [Terms of Use](#) and [Privacy Policy](#). We provide access to PII from Education Records only to our employees, contractors, and agents who have a need to access or use such information in connection with providing the Services to you and are subject to confidentiality obligations as strict as those under these Additional Terms. We will not sell, rent, share, or re-disclose PII from Education Records to other parties, unless we have specific authorization from you to do so and it is otherwise permitted by FERPA. However, students may retain possession and control of their own student-generated content, if applicable, such as having the option to transfer such content to a personal account by sending us an email request at privacy@LMBeSolutions.com.

Website Creation

1. During the regular course of completing lessons, students create digital content ("Websites") and have access to Websites that are saved in their private account on KidsGotWeb.com. These are visible only to themselves and their teacher. However students do have access to publish their website to the public. Students can delete these Website at any time.

Sharing Projects

1. Students and teachers can also share projects to Class Showcases that may be accessed by the teacher and a Limited User Group, such as their classmates. Teachers and administrators from the Educational Institution can remove these Projects from the Class Showcase. Although we do not allow students to post to social media sites, students may manually copy URL links to KidsGotWeb.com projects and post these links on other social media sites that may not allow deletion. In such cases, the student or educator can delete the original project and the links on external sites will no longer work.

Transferring Websites

1. KidsGotWeb.com websites cannot be transferred to other accounts. However they can be copied over to other accounts. A new Website will be created in the other account and will be an exact replica of the original project. Deleting the original project will not delete the copy. The copy may be deleted at any time by the new owner of that copied Website.

V. Access and Deletion of Education Records

1. LMBe Solutions LLC will use commercially reasonable efforts to comply with written requests from you or a Parent for access to and review their Education Records and to correct any erroneous information within a reasonable period of

time, but not more than 45 days after we have received the request. You and Parents can submit such request by sending us an email request at privacy AT LMBE Solutions DOT com. Whenever applicable, you will serve as the intermediary for the requests by Parents, wherein the parent requests access to any Education Records created and maintained by LMBE Solutions LLC directly from you, and you then obtain the Education Records from us to give back to the Parent.

2. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:
 - o Removing or changing student Websites– Parents or kids can login to their child's account, and edit or delete Projects.
 - o Changing PII (screen name, first name, last name, password, avatar) – Parents need to inform the class teacher.
 - o Deleting the child's account – Parent can contact the School, and the teacher can perform this action. School may also contact Service Provider by sending an email to support AT LMBESolutions.com, and we will do so in 72 hours.
3. Educational Institutions and Parents may request LMBE Solutions LLC in writing by sending an email to privacy AT LMBESolutions DOT com to terminate the Services and/or delete the PII from their Education Records maintained by LMBE Solutions LLC. You understand that you and Parents may not be able to access or use certain portion of the Services after LMBE Solutions LLC deleted the account and information pursuant to your or Parents' request. We will use commercially reasonable efforts to comply with such deletion request and we certify that we will not retain or otherwise make available to third parties the Education Records after the termination, except (i) as permitted hereunder, or (ii) if a student chooses to establish or maintain an account with LMBE Solutions LLC for the purposes of storing student-generated content. However, we may de-identify student information [, including without limitation, by deleting or de-identifying all PII from Educational Records within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on internal logs which will be removed within ninety (90) days, and will also provide notice to the Educational Institutions when PII from Educational Records has been deleted and/or anonymized] before we retain it, share it with other parties, or use it for other purposes.
4. LMBE Solutions LLC may terminate these Additional Terms and LMBE Solutions LLC's Terms of Use in accordance with the "Termination" section of LMBE Solutions LLC's Terms of Use. All provisions of these Additional Terms and LMBE Solutions LLC's Terms of Use, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnities, and governing law.

VI. Data Privacy, Confidentiality, and Security

1. LMBe Solutions LLC's maintains industry level administrative, physical, and technical measures to protect Education Records stored in our servers, which are located in the United States. We train our employees to ensure the security and confidentiality of Education Records maintained by us. If there is any unauthorized disclosure or access to any PII from Education Records, we will promptly notify you, any other affected Educational Institutions by email and will use reasonable efforts to cooperate with your or their investigations of the incident. We require that you inform the parents of all affected students, since LMBe Solutions LLC may not have access to Parent contact information. As the owner of the Education Records, you may be responsible for the timing, content, cost, and method of any notice requirements triggered by security incidents under applicable laws. When permissible under applicable laws, you may request LMBe Solutions LLC to bear responsibility for the timing, content and method of such required notice on your behalf. In all instances, LMBe Solutions LLC will indemnify Educational Institutions for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Services by LMBe Solutions LLC. For clarity and without limitation, LMBe Solutions LLC will not indemnify for any notification costs arising from a breach of you or a third party.

VII. Contact

1. Please refer to LMBe Solutions LLC's [Terms of Use](#) and [Privacy Policy](#) for more details on use of LMBe Solutions LLC' Services and our privacy practices. If you have any questions, complaints, or claims with respect to the Services, or anything in our Terms of Use, these Additional Terms, or our Privacy Policy, you may contact us at 2624 Fruitvale, Oakland, CA 94601 or privacy AT LMBeSolutions DOT com. We'll do our best to promptly respond to you.