

LONGSIGHT

Think ahead. Think open.

SAKAI SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is between Longsight, Inc. ("Longsight"), with its principal place of business located at 5005 Rockside Road, Suite 600, Independence, Ohio 44131 and the University of South Alabama ("Client"), with its principal place of business located at 307 N University Blvd #130, Mobile, AL 36608.

RECITALS

WHEREAS, Longsight is engaged in the business of computer application development, including technical consulting services, software development and maintenance,

WHEREAS, Longsight is engaged in the business of providing Internet web site hosting and related services;

WHEREAS, Client wishes to utilize the services of Longsight in connection with the development, implementation and hosting of certain software identified as Sakai (the "Software").

NOW, THEREFORE, Longsight and Client agree as follows:

1. Scope of Work and Hosting

- A. Longsight will perform the services described in Exhibit A, Scope of Work, according to the specifications and completion times set forth therein.
- B. Client will cooperate with Longsight's reasonable requests for information and data necessary for the completion of the Work. Any delay in the Work due to actions or inactions by the Client entitles Longsight to extend the completion/delivery date upon notifying the Client by the time equivalent to the period of any such delay.
- C. Hosting services will be provided according to the terms described in Longsight's "Service Level Agreement" a copy of which is appended to this agreement as Appendix 1.
- D. Longsight and Client will abide by the "Acceptable Use Policy" and "Security and Privacy Policies" attached as Appendices 2 and 3 respectively.

2. Price and Payment Terms

Prices are defined in Exhibits B. Fees are invoiced in advance. Terms are net 30 days; 1.5% per month late fee will apply to any undisputed payment 30 days overdue from its payment due date.

3. Term and Termination

- A. This Agreement will become effective on the date of the last signature (the "Effective Date") and remain in effect for three years unless earlier terminated as provided herein.
- B. Client may terminate this Agreement without cause upon at least forty-five (45) days written notice to Longsight. Longsight may terminate this Agreement without cause upon at least forty-five (45) days written notice to Client. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least forty-five (45) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. In the event of termination, Client agrees to pay Longsight for all of Longsight's Work performed up to the date of termination.
- C. Thirty (30) days prior to any termination of this agreement, Longsight will transfer electronically all of Client's data and developed software to Client. Within thirty (30) days following any termination, all client data will be removed from Longsight servers and mass storage systems. Both parties will cooperate and offer reasonable assistance as required in connection with the transfer or termination of the services.

4. Client's Warranties and Obligations

A. Client is responsible for providing all equipment and/or software necessary to access the hardware and systems provided by Longsight. Client agrees to adhere to Longsight's Acceptable Use Policy, a copy of which is appended to this agreement as Appendix 2. The Acceptable Use Policy may be modified from time to time in Longsight's sole discretion. Longsight will notify Client of any changes thirty (30) days prior to the changes becoming effective. Changes in the Acceptable Use Policy will apply only if the new policy does not materially change the work conducted under this agreement. Failure by Client to adhere to the Acceptable Use Policy, or any modifications thereto will constitute a material breach of this agreement.

B. Client and Longsight hereby represent to each other, and agree that during the term of this Agreement both will use best efforts to see that (a) Client is the owner or valid licensee of all data and/or content it will upload in conjunction with the Services (the "Content"), and that Client and Longsight have secured all necessary licenses, consents, permissions, waivers and releases for the use of the Content and software and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Longsight to pay any fees, residuals, guild payments or other compensation of any kind to any person; (b) Client's and Longsight's use, publication and display of the Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated; (c) Client and Longsight will comply with all applicable laws, rules and regulations regarding the Content and software and will use the services only for lawful purposes; (d) Client and Longsight have used best efforts to ensure that the Content and software are and will at all times remain free of all computer viruses, worms, Trojan horses and other type of malicious code.

C. Client will cooperate fully with Longsight in connection with Longsight's performance of the Services. Either party will immediately notify the other party of any change in mailing address, telephone, e-mail or other contact information..

5. Ownership of Intellectual Property

A. Unless Client specifically requires otherwise in Exhibit A, Longsight will license the Software developed pursuant to this Agreement under the License presented here as Exhibit C.

B. Longsight will ensure that Client has access to all source code developed pursuant to this Agreement in a form that permits both the continued operation and development of the Software. Longsight will provide Client a complete copy of all open source program code developed pursuant to this Agreement (exclusive of underlying operating systems) and data at any time charging time and materials at the rates in Exhibit A.

C. The parties agree that as between them, all rights including all intellectual property rights in and to Client and end user data shall remain the exclusive property of Client, and Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

D. Unless otherwise specified in writing, any feedback, data, answers, questions, comments, suggestions, ideas or the like that Client sends to Longsight relating to the Services will be treated as being confidential and proprietary. Longsight may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose with advance written consent of Client.

E. Each party's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of such party. The other party will not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of the party that owns the foregoing. Longsight will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Longsight to Client with Client's consent. Longsight may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses after reasonable advance notice to Client.

6. Confidential Information

A. Client and Longsight agree mutually to maintain the confidentiality of information identified by the other in writing as such except to the extent that such disclosure or use is reasonably necessary to the performance of Work, or is required to be disclosed by law.

B. During the term of this Agreement, the Client may disclose to Longsight, or Longsight may obtain access to, develop or create non-public documents or information regarding the Client, its students, employees, agents, partners, or representatives, including without limitation, personal information, charge card and/or credit data, identifiable student information, work product resulting from the Services, proprietary and confidential information or material concerning or related to the Client's general academic, institutional affairs or other proprietary operations ("Client Confidential Information"). Longsight acknowledges the confidential character of the Client Confidential Information, and agrees and acknowledges that the Client Confidential Information is the sole, exclusive and valuable property of the Client. Accordingly, Longsight shall maintain such Client Confidential Information as strictly confidential and agrees not to reproduce or divulge any of the Client Confidential Information without the Client's prior written consent and not to use the Client Confidential Information except in the performance of this Agreement, whether during or after the term of this Agreement. All Client Confidential Information shall remain the property of Client.

C. These obligations of confidentiality will extend for a period of one (1) year after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation, or is otherwise required to be disclosed by law.

7. Warranty and Disclaimer

Longsight warrants the Work and Services will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Longsight's Work to Longsight in writing within ninety (90) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Longsight's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LONGSIGHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

8. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Longsight's Work, or intellectual property or privacy claims, whether in agreement, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. To the extent allowed by law, each party will indemnify and hold the other harmless against any claims brought against the other party arising out of or in conjunction with either party's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein provided, however, that neither party shall be responsible for indemnifying the other party against any and all claims arising solely out of the acts or omissions of the other party. Both party's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, other than damages arising from data breaches as described in Appendix 3, will not exceed the fees paid by Client to Longsight for this scope of work prior to the date the claim arises.

9. Relation of Parties

The performance by Longsight of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Longsight and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or

utilized by that party within six (6) months immediately prior to the alleged violation. The restrictions in this Section do not apply to general solicitations of employment not specifically directed towards employees of Longsight or the Client, as the case may be, or hiring which results from such general solicitation.

11. Removed

12. Non-assignment

Longsight may not assign this Agreement, or any interest thereunder, without the prior written consent of Client. Longsight may not subcontract for the performance of any work under this Agreement without the prior written approval of Client.

13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

15. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

16. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For Longsight, Inc.

Signature: Scott E. Siddall

Printed: SCOTT E. SIDALL

Title: PRESIDENT

Date: 6/8/16

For The University of South Alabama

Signature: Robert K. Davis

Printed: ROBERT K. DAVIS

Title: UNIVERSITY TREASURER

Date: 6/8/16

EXHIBIT A: SCOPE OF WORK

1. Migrate code and content from the Client's existing instances of Sakai into the Longsight hosted environment. Client may elect to upgrade the migrated instance to the community release at this time or later. The production instances shall be available for client testing within one week of the full transfer of required data to Longsight.
2. Migrate and maintain points of integration for both authentication and student information systems to provide easy, appropriate and secure access to Sakai and to manage courses and enrollment.
3. Carry forward the existing branding. Skin updates will be made upon request by Client.
4. Maintain the current release of Sakai on servers provided by Longsight with an architecture designed for high-performance and reliability. Longsight's Service Level Agreement pledges 100% availability at the application level for production instances. Sakai will run on multiple, redundant and load-balanced web application and database servers.
5. Provide 4TB of mass storage. Additional mass storage is immediately available.
6. Provide unlimited bandwidth for accessing the dedicated instance of Sakai.
7. Test and install stable upgrades and tools in close coordination with designated staff members so as not to disrupt course work. No upgrade will be forced or scheduled without prior approval from designated staff.
8. Administer and maintain the integrity of the servers on which Sakai runs. Provide comprehensive, redundant data backup (nightly) services (located in one or more of AWS US regions) as part of our routine support for Sakai (fees may apply to restoration of user-deleted content).
9. Monitor the performance of Sakai continuously and address server-side factors that limit performance.
10. Securely provide twice each contract year a copy of backup files (code and content).
11. Host one separate and dedicated development instance of Sakai for purposes of testing and experimentation throughout the term of the Agreement. This instance will be provided in a separate "container" that is isolated from the production system to eliminate disruptions and will be periodically synced with production data. This instance will contain a sampling of production data (not a full copy).
12. Integrate any service or application for which there is open source code to create the integration, or for which the vendor supplies the appropriate code.
13. Provide secure access to Longsight's Sakai Administrative Portal for designated Client staff.
14. In addition to the above core services, provide 100 hours of Tier 2 support per year. Up to five designated Client staff members can access this support. 24x7 services are included.
 - Support for routine (non-emergency) Tier 2 issues is provided by email (support@longsight.com) and web site (support.longsight.com) 24 hours a day, 365 days each year with a target response within four business hours (Monday through Friday, 8AM-8PM ET) and a target resolution within 24 business hours.
 - Support for emergency problems (e.g., outage, service inaccessible) is provided by telephone (740-599-5005) and answered immediately by Longsight staff. Notification of emergency issues can also be submitted by email (support@longsight.com) or web site (support.longsight.com) however; response by Longsight staff is not guaranteed to be immediate.

EXHIBIT B: COST TABLE
BASED ON THREE -YEAR TERM

MIGRATION	
Migrate Databases	INCLUDED
Maintain Integrations (Authentication and SIS)	INCLUDED
Maintain Branding	INCLUDED
Testing and Verification	INCLUDED
Final Sync	INCLUDED
Move to Production	INCLUDED
Additional Transition Activities	\$150 / HOUR
MIGRATION COSTS (one-time)	\$5,000
RECURRING / ONGOING CORE SERVICES	
Production Sakai provisioned for 5,000 concurrent logins	\$139,000/YR
Provide, maintain, replace and administer servers	INCLUDED
Mass storage allocation	4TB INCLUDED
Unlimited bandwidth	INCLUDED
Install Sakai upgrades, tools and patches	INCLUDED
Remote nightly backup	INCLUDED
Monitor performance with alerts	INCLUDED
One dedicated development instance for testing	INCLUDED
Monthly proactive support meetings	INCLUDED
Access to Sakai Administrative Portal for detailed reporting	INCLUDED
Tier 2 Support: 24 x 7 x 365 phone, email, web	100 HOURS INCLUDED/YR
TOTAL COSTS (first year)	\$144,000
TOTAL COSTS (second and third years)	\$139,000/YR
OPTIONAL SERVICES	
Onsite Training	\$2,500 / day / trainer
Online Training	\$400 / session
New feature development (Tier 3 support)	\$175 / HOUR
Additional content migration	\$150 / HOUR
Additional mass storage	\$3,000 / TB / YEAR
Additional Tier 2 support hours	\$150 / HOUR
Restoration from backup services	\$175 / HOUR
Access to other Tiers of Sakai Data for Analytics	See Sakai Data flyer

EXHIBIT C: EDUCATIONAL COMMUNITY LICENSE V2.0

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<http://www.opensource.org/licenses/ec12.php>

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Appendix 1

Service Level Agreement for Services

1) Coverage; Definitions

This Longsight Service Level Agreement (SLA) applies to clients that have contracted for web hosting or web services from Longsight, Inc. ("Longsight").

As used herein, the term "Web Services Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of client's web service is available for access by third parties via HTTP and HTTPS, as measured by Longsight.

2) Service Level

Longsight's goal is to achieve 100% Web Service Availability for all clients.

Remedy:

Subject to Sections 3 and 4 below, if the Web Service Availability of client's web service is less than 100%, Longsight will issue a credit to client in accordance with the following schedule, with the credit being calculated on the basis of one month's hosting costs for the affected Services:

Web Service Availability Credit Percentage:

100%	0%
99.999% to 100%	1%
99.99% to 99.999%	2%
99.9% to 99.99%	5%
99% to 99.9%	7%
90% to 99%	10%
Below 90%	100%

Credit remedies do not apply to monthly fees charged for support of applications.

3) Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Web Service Availability caused by or associated with:

- circumstances beyond Longsight's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- failure of access circuits to the Longsight network, unless such failure is caused solely by Longsight;
- scheduled maintenance and emergency maintenance and upgrades;
- DNS issues outside the direct control of Longsight;
- issues with FTP, POP, IMAP or SMTP client access;
- false SLA breaches reported as a result of outages or errors of any Longsight measurement system;
- client's acts or omissions (or acts or omissions of others engaged or authorized by client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the services in breach of Longsight's Acceptable Use Policy;
- e-mail or webmail delivery and transmission;
- DNS (Domain Name Server) Propagation.
- outages elsewhere on the Internet that hinder access to your account. Longsight is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Longsight will guarantee only those areas considered under the control of or agreement by Longsight: Longsight server links to the Internet, Longsight's routers, and Longsight's servers.

4) Problem escalation

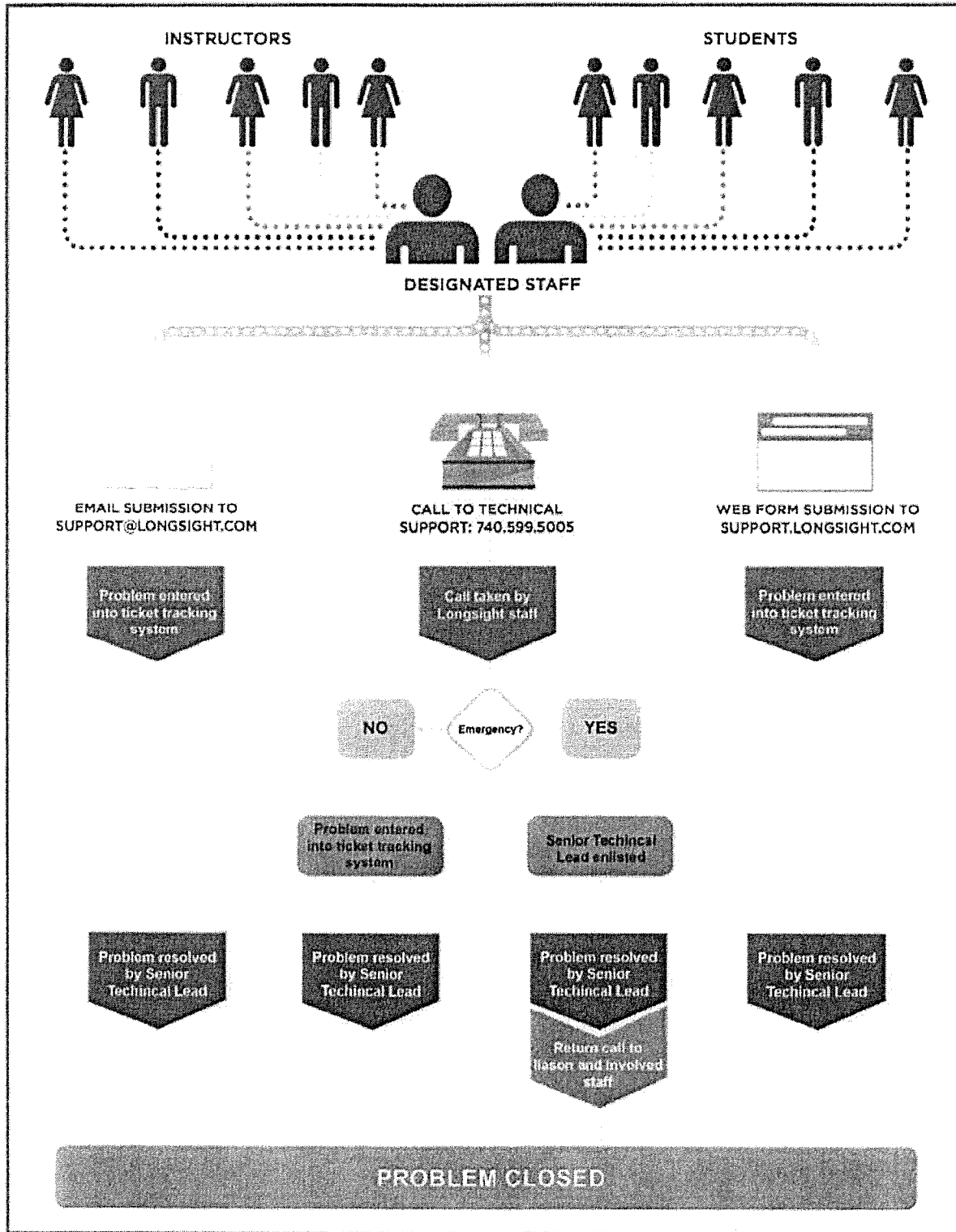
Tier 1 problem reports (end user issues such as student and faculty inquiries) will typically be handled by client or client employees but may be escalated by the client to Tier 2 status.

Tier 2 reports (questions about the operation of supported services, reports of software bugs, requests for feature additions, etc.) will be submitted to Longsight via email, by phone or during the routine monthly conference calls and handled on a priority basis. Tier 2 problem reports will be counted against the contracted annual allocation of support hours.

All emergency reports concerning web service availability, outages or other conditions that broadly affect the client's services shall be reported by telephone (preferred) or by email.

All problem reports will be submitted by client employees to support@longsight.com or by telephone to the Longsight offices (1-740-599-5005). Email reports flow immediately into Longsight's problem tracking systems and will be confirmed by return email. Phone reports will be entered into the problem tracking system when received.

In the event that the client's services are inaccessible for a period of more than four (4) hours, Longsight will arrange for a conference call with client staff members to discuss the situation and plan for recovery.



Appendix 2

Acceptable Use Policy

As a provider of Internet services, Longsight, Inc. ("Longsight") recognizes that the Internet provides a invaluable platform for dissemination of information, however, Longsight reserves the right to take certain preventative or corrective actions when conflicts arise in the use or distribution of this information. This Acceptable Use Policy ("AUP") supplements each Client's hosting agreement and is intended as a guide to the Client's rights and obligations when using Longsight's services. If the Client or Client's constituents engage in any of the activities prohibited by this AUP document, Longsight will contact designated Client staff. Depending on the nature of the conflict, Longsight may suspend or terminate the Client's services.

This policy is designed to help protect Longsight, Longsight's Clients and their constituents, and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Longsight. Longsight reserves the right to modify the Policy at any time in which case the Client will be notified by email of the change at least forty-five (45) days prior to any change taking effect.

Prohibited Uses of Longsight Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Longsight's servers is prohibited.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of phishing, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms that have been blacklisted (e.g., listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso).
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Longsight Clients or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Longsight network or on another provider's network.
10. Using Longsight's Services to interfere with the use of the Longsight network by other Clients or authorized users.

Client Responsibility for Client's Users

Each Longsight Client is responsible for the activities of its users and, by accepting service from Longsight, is agreeing to ensure that its Clients/representatives or end-users abide by this Policy. Complaints about Clients/representatives or end-users of a Longsight Client will be forwarded to the Client's designee for action. If violations of the Longsight Acceptable Use Policy occur, Longsight reserves the right to suspend services or take action to stop the offending Client from violating Longsight's AUP as Longsight deems appropriate. As much advance notice as possible will be provided to the Client's designee, however in urgent cases, services may have to be suspended immediately and without advance notice until a resolution can be coordinated with the Client.

Client Responsibility for Client Content

Ownership of content is covered in the hosting agreement associated with this Policy. Each Longsight Client is fully and exclusively responsible for all content hosted by Longsight within the contracted domain(s). Longsight does not review, edit, censor, or take responsibility for any information Longsight Clients or their constituents may create. Longsight may be called upon to restore content and to assist with content management, but Longsight will not create content within the contracted domain(s) or host any content without the Client's approval.

Questions about this Acceptable Use Policy should be directed to information@longsight.com

APPENDIX 3

SECURITY AND PRIVACY POLICIES

The purpose of this document is to specify Longsight's policies with regard to information security and privacy. The document is reviewed annually and maintained by Longsight executives. The target audience for the policies is both Longsight employees as well as Longsight clients.

1. Data Access

1.1. General

- 1.1.1. Data access will be limited to those with a "need to know" and controlled by Client. Client will maintain accurate authentication and authorization data to determine access within the Client instance of a Longsight-hosted or managed service. Longsight is not responsible for the security of Client's authentication services or Client passwords that are compromised outside of Longsight-hosted services.

1.2. Physical access:

- 1.2.1. Longsight data centers will provide 24x7 staffing with escorted access provided only to specifically authorized, full-time Longsight employees. Data center staff will provide supervised access to hardware repair representatives only with Longsight's specific approval.
- 1.2.2. Data exchanges will take place using encrypting protocols over secure network connections. Only under exceptional circumstances should Longsight employees store or transport any client data on personal or company-provided mobile devices (laptops, netbooks, smartphones, portable storage devices, etc.). If such storage is needed, data shall be stored for as little time as possible and always encrypted and password protected. Any exceptions must be reported immediately to a Longsight managing officer.

1.3. Virtual access:

- 1.3.1. Longsight employees' access to client services and systems will be managed through one centralized LDAP authentication service. This will provide a single point of management for staff access as well as convenience so that staff can follow the credentialing requirements per the Longsight Employee Handbook which are:
 - 1.3.1.1. All passwords must be at least eight characters long.
 - 1.3.1.2. All passwords must include at least one number or special character.
 - 1.3.1.3. Staff must change their passwords at least once each six months.
 - 1.3.1.4. Staff cannot reuse old passwords or use passwords that are words found in an English dictionary.
- 1.3.2. Staff access to Client services of all types will end immediately upon termination of employment with Longsight.
- 1.3.3. Longsight's email and shared document services are hosted by Google Apps for Business, access to which must use two-factor authentication. Longsight's operational file store is hosted by Longsight, access to which must use sFTP.
- 1.3.4. All server endpoints (Longsight's and Clients') will maintain current certificates.

2. Security Standards

- 2.1 All Longsight computers and systems including those used by Longsight employees in the conduct of their work will be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems.
- 2.2 All systems used in the storage, processing, transmittal and display of data will have operating systems that are current in release, with unneeded services disabled, with default administrator access shut off, and with all critical security patches updated within 24 hours after the release of the patch.
- 2.3 Routine event monitoring will be conducted by Longsight.
- 2.4 Longsight will engage in an annual security audit and identified issues will be fixed or mitigated within 90 days of the audit report.
- 2.5 All Longsight hosted services that send or receive Client data must utilize appropriate encryption methods (SSL, sFTP, VPN, etc.). Clear text transactions are not permitted.

3. Privacy Compliance

- 3.1 All Client data are considered to be confidential.
- 3.2 Longsight agrees to comply with all state and federal privacy and security legislation as required by law.
- 3.3 The Longsight Employee Handbook which must be signed before employment begins includes a Confidentiality Agreement. Compliance with the agreement is mandatory. In part, the Agreement states:

Information that pertains to Longsight's business, including all nonpublic information concerning the Company, its vendors and suppliers, is strictly confidential and must not be given to people who are not employed by Longsight. Violation of these policies is grounds for dismissal.

See the Longsight Employee Handbook for further details on this requirement.

- 3.4 Longsight employees will immediately report any observed, attempted or suspected security incidents to a Longsight managing officer including theft, loss or misplacement of media, computing equipment or devices, unauthorized access or disclosure of information, or notification of malware on a Longsight owned and/or managed system.
- 3.5 All exposures of data to unauthorized persons will result in Longsight notifying Client within four hours of discovery. No notification to those whose data have been exposed will occur without prior discussion with Client.
- 3.6 Client will take reasonable steps to ensure that no personally-identifiable Social Security numbers or medical records or medical insurance data covered by HIPAA are stored in any Longsight-hosted service.
- 3.7 In the course of providing services during the term of the contract, Longsight may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that Longsight has access to "education records" under this contract, it is deemed a "school official," as each of these terms are defined under FERPA. Longsight agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, Longsight shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Longsight under this contract.
- 3.8 In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Longsight will immediately inform Client of such request in writing if allowed by law or judicial and/or administrative order. Longsight shall not provide direct access to such data or information or respond to individual requests. Longsight shall only retrieve such data or information upon receipt of, and in accordance with, written directions by Client and shall only provide such data and information to Client. It shall be Client's sole responsibility to respond to requests for data or information received by Longsight regarding Client data or information. Should Longsight receive a court order or lawfully issued subpoena seeking the release of such data or information, Longsight shall provide immediate notification to Client of its receipt of such court order or lawfully issued subpoena and shall immediately provide Client with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- 3.9 If Longsight experiences a security breach concerning any education record covered by this contract, then Longsight will immediately notify Client and take immediate steps to limit and mitigate such security breach to the extent possible. Longsight agrees to indemnify and hold Client harmless for any loss, cost, damage or expense suffered by Client, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

4. Data Storage and Retention

- 4.1 Daily backups of systems, files and data will be done on a cyclical basis, so that any restoration of the system will not result in more than 24 hours of data loss provided Longsight is notified immediately. Longsight shall retain backup sets remotely for 30 days after creation.
- 4.2 Longsight shall maintain a separate *Disaster Recovery Plan* and share the appropriate elements of the Plan with the Client.
- 4.3 Longsight's data retention policy is part of every contract between the firm and our clients and states:

"Thirty (30) days prior to any termination of this agreement, Longsight will transfer electronically all of Client's data and developed software to Client. Within thirty (30) days following any termination, all client data will be removed from Longsight servers and mass storage systems. Both parties will cooperate and offer reasonable assistance as required in connection with the transfer or termination of the services."

5. Acceptable Use

- 5.1 Longsight employees and Client will follow Longsight's established policies and procedures for acceptable computer use published as a separate document (*Acceptable Use Policy*).

6. Insurance

- 6.1 Longsight will present evidence of \$5 million or more in liability insurance including cyber risk insurance.