

# Spring Math® Data Access Agreement



|                                 |                                                                    |
|---------------------------------|--------------------------------------------------------------------|
| Customer name: _____            | Effective Date: 7/1/2022_____                                      |
| Authorized Representative:_____ | Expiration Date: 6/30/2023_____                                    |
| Title:_____                     | Spring Math Data: <u>Customer's Spring Math Data</u>               |
| Email:_____                     | <u>maintained in its individual Spring Math application</u>        |
| Customer Technology Rep.:_____  | Purpose of access: <u>To provide Authorized Consultant with</u>    |
| Email: _____                    | <u><b>Read-Only</b> access to Spring Math Data as required for</u> |
| Address: _____                  | <u>consulting services</u>                                         |

**1. Purpose:** The purpose of this Spring Math Data Access Agreement ("Agreement") is to set forth the terms and conditions for Sourcewell Technology's grant of access rights to the Authorized Consultants (defined in Paragraph 3) identified in the table above the signature line of this Agreement to the Spring Math Data per Customer's request. Authorized Representative and Authorized Consultant each understand and agree that such access rights are conditional on each of the following: (a) Authorized Representative's completion, signature and return of this Agreement as instructed in Paragraph 4; (b) compliance with the provisions in this Agreement by Customer and each Authorized Consultant; (c) acknowledgement that Sourcewell Technology reserves the right to immediately terminate this Agreement and access rights of a particular Authorized Consultant without notice in the event of a violation of this Agreement; and, (d) access rights are limited to **Read-Only**.

**2. Authorized Representative:** By signing below, Authorized Representative warrants and represents that he/she has full authority to sign on behalf of Customer, and to legally bind the Customer and each Authorized Consultant to the provisions in this Agreement. Authorized Representative understands and agrees that Sourcewell Technology is relying exclusively on Authorized Representative to disclose all Authorized Consultants in the table at the end of this Agreement, to provide a copy of this Agreement to each Authorized Consultant, and to ensure their compliance with the terms including without limitation, the Security Procedures set forth in Paragraph 6.

**3. Authorized Consultant:** "Authorized Consultant" is defined as a consultant authorized by Customer, in writing or by verbal agreement, to assist Customer with its use of the Spring Math application licensed from Sourcewell Technology. Customer understands and agrees that it is solely responsible for all access to and use of the Spring Math Data by all Authorized Consultants.

**4. Instructions:** Before any Authorized Consultant can access the Spring Math Data, Authorized Representative must complete the table at the end of this Agreement for each Authorized Consultant, sign the Agreement and return a copy with the support ticket or by email to: [support@sourcewelltech.org](mailto:support@sourcewelltech.org). Sourcewell Technology will then set up an account for each Authorized Consultant. Customer is solely responsible to notify Sourcewell Technology of any changes to the Authorized Consultant list, i.e., removal or addition of Authorized Consultants. Customer shall do so by sending an email to the link specified above with the changes after which Authorized Representative must sign and return an amendment including such changes to the Agreement.

**5. Risks of Access:** Customer understands and agrees that the access granted by Sourcewell Technology under this Agreement involves serious potential risks each of which are increased due to such access. Some of the risks are specified below, however, the list is not intended to be all inclusive. Customer is advised to consult with experts prior to Authorized Consultants exercising their access rights under this Agreement.

- Spring Math Data could be penetrated and stolen by malicious hackers through a variety of tactics, e.g., malware, phishing emails. Spring Math Data includes sensitive information including without limitation, student data, e.g., personally identifiable information ("PII"), and other private or nonpublic educational data.
- Spring Math Data could inadvertently be exposed to unauthorized people increasing the risk of identity theft. Once exposed, it is difficult to determine whether unauthorized people have in fact accessed the Spring Math Data, and if so, the scope of any such access.
- The Spring Math could be infected by transmission of malicious code, viruses, Trojan horses, worms, key loggers, back doors, etc. Once infected, Spring Math Data will be corrupted and could be permanently lost.

**6. Security Procedures:** In order to minimize risks, all Authorized Consultants must comply with each of the following security procedures.

- Safeguard the security of any password provided by Sourcewell Technology system administrators or by Customer.
- Limit his/her access to the Spring Math via a secure system.
- Not share the access granted by Sourcewell Technology per this Agreement with any person other than another Authorized Consultant identified in the table below.
- Not perform actions on Sourcewell Technology Information Technology resources which are inconsistent with any provisions in a separate legal agreement with Customer, or in violation of any applicable state or federal law, or that could result in system instability or vulnerability.
- Customer shall install encryption software on any laptop computer to be used by an Authorized Consultant for access to the Spring Math Data.
- Customer shall protect each computer used by an Authorized Consultant to access the Spring Math Data with Anti-Virus, with current updates, and such computer will be free of any malicious code or applications (e.g., virus, Trojans, worms, key loggers, back doors, etc.), or in the case of a 1099 consultant Authorized Consultant, ensure that he/she has done the same to protect his/her computer.

**7. Data Privacy and Security Responsibilities:** Customer and each Authorized Consultant understands and agrees that Spring Math Data includes Confidential Information as defined in this Paragraph 7, and each shall maintain any such information in strict confidence and will use such information only for Customer's bona fide business purposes for which Customer has requested access rights to the Spring Math Data for the Authorized Consultants. "Confidential Information" means all information included in the Spring Math Data that is included in the definition of private data (individuals) or nonpublic (not on individuals) under the MGDPA (Minnesota Data Government Data Practices Act). The obligations described in this Paragraph 7 do not apply to information that is public under the MGDPA.

**8. Intellectual Property:** Customer and each Authorized Consultant understands and agrees that Sourcewell Technology or a third-party licensor is the sole and exclusive owner of all intellectual property ("IP") rights in and to the Spring Math software including programs, processes, source code (and object code), specifications, applications and similar technologies including: (a) patents or patent applications; (b) trademarks, service marks, trade names, logos, corporate names and domain names; (c) copyrights, copyrightable works and other works of authorship; (d) trade secrets; and, (e) know-how. Neither Customer nor any Authorized Consultant has any rights to the IP described in this Paragraph 8 other than the access rights granted in this Agreement.

**9. DISCLAIMER:** UNDER NO CIRCUMSTANCES WILL SOURCEWELL TECHNOLOGY BE LIABLE FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE INCURRED OR SUFFERED WHICH IS CLAIMED TO RESULT FROM AN AUTHORIZED CONSULTANT'S ACCESS TO OR USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY FAULT, ERROR, OMISSION, INTERRUPTION OR DELAY WITH RESPECT TO THE APPLICATION. SOURCEWELL TECHNOLOGY IS NOT LIABLE FOR THE CONDUCT OF ANY AUTHORIZED CONSULTANT. USE OF THE APPLICATION UNDER THIS AGREEMENT IS AT AUTHORIZED CONSULTANT'S SOLE RISK. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WILL SOURCEWELL TECHNOLOGY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO AN AUTHORIZED CONSULTANT'S EXERCISE OF HIS/HER ACCESS PRIVILEGES UNDER THIS AGREEMENT.

**10. Indemnification:** To the extent permitted by applicable law, Customer will fully defend, indemnify and hold Sourcewell Technology harmless from any legal claims, demands, actions or causes of action for damage to the Spring Math Data, including any losses incurred by Sourcewell Technology and any losses asserted by a third party, including attorneys' fees and costs, arising out of or related to any Authorized Consultant's exercise of his/her access rights under this Agreement. Customer understands and agrees that it is solely responsible to cover all costs necessary to restore or repair the Spring Math Data or application, or retrieve lost data of Customer or Sourcewell Technology or other customers in the event that the Spring Math Data is corrupted or damaged in any way as a result of an Authorized Consultant exercising his/her access privileges under this Agreement. Customer shall maintain general liability and cyber liability insurance limits consistent with industry standards.

**11. Questions:** Questions regarding the provisions in this Agreement should be directed to: [support@sourcewelltech.org](mailto:support@sourcewelltech.org).

**12. Term of Agreement:** This Agreement shall be effective on the Effective Date and when Sourcewell Technology receives a completed, signed Agreement per the Instructions in Paragraph 4, and shall continue until the earlier of any one of the following events occurs: (a) end of business on the Expiration Date; (b) Customer provides Sourcewell Technology with written notice of its termination of this Agreement; (c) Customer and Sourcewell Technology cease to do business with each other and all separate written agreements between them are terminated or expired at which time this Agreement will automatically terminate and all Authorized Consultant accounts will be closed; or, (d) Sourcewell Technology terminates the Agreement under the provisions in Paragraph 1.

| Authorized Consultant Name | Authorized Consultant Email Address and Phone Number |
|----------------------------|------------------------------------------------------|
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|                            |                                                      |

By signing below, Customer's Authorized Representative warrants that he/she has full authority to enter into this Agreement as described in Paragraph 2.

Customer:

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title – Printed

Date: \_\_\_\_\_