

Terms of Use

The Agreement was last updated on September 9, 2020.

These Terms of Service (“Terms”) are a contract between you and HSTRY LTD. (dba as Sutori). They govern your use of Sutori’s sites, services, products, and content (“Services”).

By using Sutori, you agree to these Terms. If you do not agree to any of the Terms, you cannot use Sutori.

By using Sutori, you agree to let Sutori collect and use information as detailed in our [Privacy Policy](#). If you are outside the United States, you consent to letting Sutori transfer, store, and process your information (including your personal information and content) in and out of the United States.

We are free to adapt these Terms at any time. If a change is made, we will let you know by email before they take effect. By using Sutori on or after that effective date, you agree to the new Terms. If you do not agree to them, you should delete your account before they take effect, otherwise your use of the site and content will be subject to the new Terms.

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Children’s privacy & COPPA compliance

The [Children’s Online Privacy and Protection Act](#) (“COPPA”) requires that online service providers obtain parental consent before they collect personally identifiable information online from children who are under 13.

If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information

from a student under 13 without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at info@sutori.com.

If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. An equally valid way for schools, districts and teachers to comply with COPPA is to undertake not to enter in personally identifiable information (PII) for students under thirteen. Concretely this means you may use unidentifiable usernames, personal information and names when registering accounts for students under the age of thirteen.

You are responsible for understanding how any Publisher Software that you install on behalf of yourself or other users may collect and use information of users of Sutori's Services. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

Who owns your content

- You own the rights to the content and stories you create and post on Sutori.
- By posting content on Sutori, you give us a nonexclusive license to publish it on Sutori, including anything reasonably related to publishing it (like storing, displaying, formatting, and distributing it).
- We may also use your content you have made public to promote Sutori, including its products and content. We will never sell your content to third parties.

Responsibility of posting content

- You are responsible for the content you post on Sutori. As a creator, you assume all risks related to it including intellectual property claims and other legal rights.
- You have the right to un-publish any work you have created which is publicly available. You also have the right to delete any of your stories and your account. You can delete your account and all associated data at any time via your Profile page. Please see "[How do I delete my account?](#)" for the exact steps to follow.
- You are welcome to post content on Sutori that has been published elsewhere provided you have the rights you need to do so.

- We have the right to remove any content that has copyrighted information and we have been issued with a takedown notice. If you copy a story and re-use a story which contains copyrighted material, both stories will be taken down.
- We have the right to remove any content you post for any reason.
- When you publicly share a story, your name will be made public unless you're under 13 years old. If you give your email address upon signup, that will remain private.
- We guarantee that your email will not be used for spam or be sold onto third-parties. It is purely used for communication purposes between Sutori and you. You may unsubscribe from Sutori's newsletters and email communication at any time through your profile page on sutori.com.

Community guidelines

- If you make your story and content public, you are effectively saying "Yes, I want to be part of this community". As Sutori allows anyone to copy your resource and modify/edit for their needs, users will be able to add pictures, text, video, quiz questions and, in some cases, translate it into their native language. Please note that, as the author of the content, you will always receive credit and all content is linked back to the original piece.
- You understand that material made available by Sutori is a product of a community effort and does not necessarily represent the views of Sutori and its staff. Sutori assumes no responsibility for the accuracy, suitability, or completeness of any content provided.
- Content contributed to Sutori should be relevant to the subject scope of Sutori and our services. Content may not be illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise injurious or objectionable.
- You understand that Sutori does not and cannot review all material made available through websites linked or linking to any part of the Sutori website. You also understand that no such linking implies in any way that Sutori endorses or is affiliated with any third-party website. You agree that Sutori bears no responsibility or liability for any content accessed or harm caused from any third-party website.
- As we are ultimately responsible for everything which appears on this site, we also have the right to remove from public view content that is deemed defamatory. We will do this with an open approach, explaining the reasons why the content is deemed inappropriate and offer the chance for the content creator to make a claim.
- If you have suggestions or questions about any aspect of community participation on the Sutori website, you can write to info@sutori.com.
- Please mark all queries clearly in the subject line (e.g. Question about story on Napoleon) and share the link for us to easily flag inappropriate content.

Copyright complaints

Digital Millennium Copyright Act Policy

Our policy is to respond as quickly as possible to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). This Digital Millennium Copyright Act Policy describes the information that should be present in a notice of alleged copyright infringement, the text of which can be found at the U.S. Copyright Office, copyright.gov.

Our response to a proper notice of copyright infringement may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating the content owner's access to the site. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner of the material so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. In accordance with Section 512(i)(1)(a) of the DMCA, we will, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

Infringement Notification

To file a notice of infringement with Sutori, you must provide a written communication (preferably email) that sets forth the information specified in the list below. Please note that you will be liable for damages (including costs and attorney's fees) if you materially misrepresent that material is infringing your copyright(s). To expedite our ability to process your request, please use the following format:

1. Link to the presentation where the alleged infringed work is hosted
2. Link to the specific material which is alleged to be infringed
3. Send the written communication by email to info@sutori.com (quicker to process) or else by regular mail:

*Attn: Sutori DMCA Complaints
HSTRY LTD.
2093 Philadelphia Pike #5297
Claymont, DE 19703
United States*

Registering an account with Sutori

- To utilize Sutori and our Services, or certain portions thereof, you may be required to complete a signup process and establish an account with Sutori. You represent and warrant that all information provided by you to Sutori is current, accurate, and

complete, and that you will maintain the accuracy and completeness of this information on a prompt, timely basis.

- You agree not to provide false information during the signup process and you acknowledge and understand that providing false information is a violation of these Terms of Use.

Education

- Teachers need to sign up on the site using their name and email address. A teacher can create a class and invite their students to join the class on the Sutori platform. Students will be given an access code which will enable them to connect to the class created by their teacher. Students will also need to sign up using their name and email address.
- If you create a class on Sutori, please note that everything you set up with your students remains private.

Using Sutori in a commercial setting

- You cannot use Sutori commercially without a business licence or explicit written rights from the Sutori team.
- You have to use the “Sutori” embedded version when displaying a story commercially.
- If Sutori is used in an non-embedded format for commercial purposes, then it is a violation of our terms of use and we may take down the story in question.
- Please e-mail us if you have any questions: sales@sutori.com.

Sutori’s services

- We reserve all rights in Sutori’s look and feel. Sutori makes some of our own code available under open source licenses. As for other parts of Sutori, you may not copy or adapt any portion of our code or visual design elements (including logos) without express written permission from Sutori unless otherwise permitted by law. Please just e-mail us directly if you would like to discuss it at info@sutori.com.
- You may not do, or try to do, the following: (1) access or tamper with non-public areas of the Services, our computer systems, or the systems of our technical providers; (2) access or search the Services by any means other than the currently available, published interfaces (e.g., APIs) that we provide; (3) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; or (4) interfere with, or disrupt, the access of any user, host, or network, including sending a

virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content or accounts in such a manner as to interfere with or create an undue burden on the Services.

- We allow the Crawling of Sutori's Services if done in accordance with the provisions of our robots.txt file, but scraping the Services is prohibited.
- We may change, terminate, or restrict access to any aspect of the service, at any time, without notice.

Usage of YouTube

Sutori uses YouTube services to:

- Display embedded YouTube videos
- Allow users to search and embed YouTube videos onto their projects

By using Sutori, you agree to be bound by the [YouTube Terms of Service](#).

Miscellaneous

- Disclaimer of warranty. Sutori provides the Services to you as is. You use them at your own risk and discretion. That means they don't come with any warranty. None express, none implied. No implied warranty of merchantability, fitness for a particular purpose, availability, security, title or non-infringement.
- Limitation of Liability. Sutori will not be liable to you for any damages that arise from your using the Services. This includes if the Services are hacked or unavailable. This includes all types of damages (indirect, incidental, consequential, special or exemplary). And it includes all kinds of legal claims, such as breach of contract, breach of warranty, tort, or any other loss.
- No waiver. If Sutori does not exercise a particular right under these Terms, that does not waive it.
- Severability. If any provision of these terms is found invalid by a court of competent jurisdiction, you agree that the court should try to give effect to the parties' intentions as reflected in the provision and that other provisions of the Terms will remain in full effect.

Governing law & entire agreement

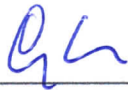
- These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the

- federal or state courts serving Middlesex County in the Commonwealth of Massachusetts in the event of any dispute of any kind arising from or relating to the Site or Services, or your use or review of it.

FO

- The Terms along with the **University Laboratory School Software Addendum** constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

Questions on any of this? Feel free to reach out to us at info@sutori.com.



**Director of Purchases
The Board of Trustees of
Illinois State University**

11/14/22

Date



**Authorized Representative
SUTORI**

11/23/22

Date

Privacy policy

Here is a summary of the most important points from our privacy policy. Please don't hesitate to read through the full version below.

- We are **GDPR-compliant**. Although a set of regulations for the EU, all users, no matter their location, benefit from the GDPR regulations, whose aim is to enhance individuals' control and rights over their personal data. We are also **CCPA-compliant**.
- We are also compliant with **COPPA**, **FERPA** and **SOPIPA**, various regulatory frameworks to protect the privacy and security of student data. Among other things, it prohibits us from using their information to advertise to them or their families, as well "amassing a profile" on students to be used for non-educational purposes.
- For students **under the age of 13**, extra steps are taken to protect their online identity. Their full names are never displayed, while certain services and features (ability to add a profile pic and make work public for example) are disabled.
- If you are a student living **in the EU** between the ages of **13 and 16** and would like to use Sutori, please seek parental or teacher consent before signing up to our service.
- You have **the power to delete your account and all associated data** at any time via your Profile page. In addition, upon request by a parent, we can delete all data associated with a student account on Sutori's servers. To do so, please fill in the request to delete student data.
- Our business model is based on paid Sutori subscriptions, not on your data. **We do not collect and track data for third-party advertising services**, build user ad-ready profiles or displays ads.
- At Sutori, we use **third-party services** that fill a variety of functions (support chat, hosting, analytics, etc.). Data protection agreements are in place for all these services, guaranteeing the privacy and security of users' data.
- We guarantee that your **email** will not be used for spam or sold onto third-parties. It is purely used for communication purposes between Sutori and you. Unsubscribing from emails and newsletters can be done at any time.

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Privacy policy

Latest update: April 24, 2021

Whether you are new to Sutori or a long-time user, please take some time to get to know our practices. This Privacy Policy is meant to help you understand how we collect and use the personal information you provide on our website www.sutori.com. This policy explains:

- What information we collect and why we collect it.
- How we use and share that information.
- The choices we offer you to protect your privacy and the rights you have, including how you can access and update your information.
- How to contact us if you have questions or concerns.

Children's privacy & COPPA compliance

We take student privacy very seriously at Sutori and that is why we are fully COPPA-compliant for students under the age of 13 provided the student's school, district and/or teacher has agreed to obtain parental consent for that child to use Sutori's services.

- We only use personal student information to benefit the learning environment for students and teachers. We do not pass that data onto third parties.
- Sutori will never use any of the student's data for commercial purposes.
- No ads will be displayed for students through Sutori's Education platform.
- Social media elements such as sharing or follow buttons are disabled for all user accounts under the age of 13.
- When a student makes his or her work public, we will not display the full name of the student but only his first name and the first letter of his or her last name. For instance, "John Doe" will become "John D".
- Upon request by a parent, we can delete all data associated with the student account on Sutori's servers. To do so, please fill in the [request to delete student data](#).

What information we collect

We need to collect certain information about you to provide you with the Service or the support you request. The type of information we collect can vary depending on how you access and use Sutori. Additionally, you can choose to voluntarily provide information to us.

Information you provide to us to use the Service

We collect the information you provide when you sign up for a Sutori account, log in to your account, communicate with us, answer our surveys, upload content, or otherwise use the Services.

We request your first name and last name, an email address and whether or not you are older than 13 when you choose to sign up for Sutori so we can provide the Services to you and allow us to comply with applicable regulations. Without this information, we are not be able to provide you with the Service.

Visitors can always refrain from supplying certain information, but it may prevent them from engaging in certain Sutori services which require that information.

Information you provide to enhance your experience

You can choose to provide us with additional information in order to obtain a better user experience when using Sutori. This additional information will be processed with your consent and/or to provide you with services you request. This information includes your survey responses, participation in contests, promotions or other marketing efforts, suggestions for improvements, referrals, or any other actions on Sutori.

Information we get automatically when you use Sutori

We automatically collect information about you and how you use Sutori, like when you create a story, connect with a teacher, or view and interact with your or other users' content. This information we collect includes:

Device information

Like most website operators, Sutori collects information about how users visit our site and the devices they use. We collect device-specific information (such as your hardware model, operating system version, device identifiers like IDFA and UDID, and mobile network information). Sutori may associate your device identifiers or other device information with your Sutori account to help us provide consistent services across your devices.

Log information

When you use Sutori, we automatically collect and store certain information about this activity. This data includes details of how you used our service, like your search queries, clicks and site navigation information. It also may include data such as:

- Browser type
- Referring site, and the date and time of each visitor request
- Login and logout times

Information we collect from other sources

We also collect some information from other sources and combine that with information we collect from you. We do not control, supervise or respond for how the third parties providing your information process your personal data, and any information request regarding the disclosure of your personal information to us should be directed to such third parties.

The information we collect about you from third parties includes:

Facebook Connect, Google Login, Azure Login and Edmodo Connect

You have the option to log in to our site using sign-in services such as Facebook Connect, Google Login, Azure Login and Edmodo Connect. These services authenticate your identity and provide you the option to share certain personal information with us, such as your name, date of birth, and email address, to pre-populate our sign-up form.

Other users

Sutori may receive information about you from other users. For example, if another user chooses to invite a friend to collaborate on a story, we may ask that user for their friend's email address so we can send the invites on their behalf. You may contact us at privacy@sutori.com to request that we remove your information from our database.

Other partners and companies

Sutori may also receive information about you from other sources, including our partners, service providers or other third parties.

How we use your information

We collect information about you when you use Sutori for a variety of reasons in order to support Sutori and to enable our team to continue to create engaging experiences for our users.

Providing, analyzing, improving and developing Sutori

We process the data we collect about you to operate, improve and develop the Sutori Service, including providing, maintaining, securing and improving our services, developing new ones, and protecting Sutori and our users. We are able to deliver our services, personalize content, and make suggestions

for you by using this information to understand how you use and interact with our services. We conduct surveys and research, test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

Here are some examples of how we use this information:

- Providing, maintaining and improving Sutori. The information we collect from you allows us to help you log in, host your content, and use the various features we have. It also allows us learn about how you and others use Sutori to help create new activities and services.
- Improving, personalizing and facilitating your use of Sutori. When you sign up and use a Sutori account, we ask whether you are an educator, student or business. We do this in order to ensure that content from Sutori is presented in the most effective manner for you.
- Measuring, tracking and analyzing trends and usage in connection with your use or the performance of Sutori. In order to develop and enhance our products and deliver a consistent, secure and continuous experience, we need gather certain information to analyze usage and performance of Sutori.
- Fulfilling any other purpose disclosed to you in connection with Sutori.

Communicating with you about Sutori

We also process the data we collect about you to provide you with relevant information about Sutori and to assist you in using Sutori if required.

These communications may include:

- Sending you information we think you may find useful or which you have requested from us about our products and services. We may send you information about the parts of Sutori you use or that may be relevant to you. While we primarily use our various product blogs to communicate this type of information and we expect to keep this type of email to a minimum, you may object to being contacted for these reasons using your personal contact information using the mechanisms provided in the Sutori service or using the information provided below.
- Conducting surveys and collecting feedback about Sutori. We do this to evaluate the effectiveness of any updates we provide.
- Delivering assistance or answering support requests. We send you the information and support you request, including technical notices, security alerts, and other administrative messages to provide assistance for problems you may encounter with Sutori or your Sutori account.

Protecting Sutori and maintaining a trusted environment

We use the data we collect to maintain Sutori as a safe and secure platform for all our users, including appropriate enforcement of Sutori policies, as well as compliance with the law and applicable regulations.

These efforts include:

- Preventing fraud, crime and abuse and the security and integrity of Sutori. This includes investigating, detecting and preventing or reporting fraud, misrepresentations, security breaches or incidents, other potentially prohibited or illegal activities or to otherwise help protect your account.
- Protecting our and third parties' rights and property and enforcing our Terms of Service.
- Complying with any applicable laws or regulations. This includes appropriately responding to lawful requests for information from the government or third parties through legal process.
- Contacting you to resolve disputes, collect fees and provide assistance with Sutori.
- We suggest you read through our article on [how security is managed at Sutori](#).

Third-party analytics

We can use third-party service providers to provide site metrics and other analytics services. These third parties can use technologies discussed below, such as cookies, web beacons, and other technologies, to collect information, such as identifiers associated with your device, other applications on your device, the browsers you use to access Sutori, the pages viewed, how much time you spend on a page or Sutori overall, links you clicked, and activity information (for example, study sessions you have completed). This information can be used by Sutori and third-party service providers on behalf of Sutori to analyse and track usage of Sutori, determine the popularity of certain content, and better understand how you use Sutori. The third-party service providers that we engage are bound by confidentiality obligations and other restrictions with respect to their collection, use and disclosure of your information.

Other uses

We may process data for any other purpose disclosed to you in connection with Sutori from time to time. If we intend to process your personal data for a purpose other than that set out above and which is not compatible with the original processing purpose, we will provide you with relevant information prior to such processing and will obtain your consent where necessary.

List of third-party service providers

At Sutori, we use third-party services that fill a variety of functions (support chat, hosting, analytics, etc.). Data protection agreements are in place for all these services, guaranteeing the privacy and security of users' data.

On Sutori, you can also embed content from external websites (such as a video from Vimeo or a song from Spotify). [Here is the full list](#), with some of these highlighted below.

Registration and authentication

By registering or authenticating, users allow Sutori to identify them and give them access to dedicated services.

Depending on what is described below, third parties may provide registration and authentication services. In this case, Sutori will be able to access some Data, stored by these third party services, for registration or identification purposes.

Direct registration

The User registers by filling out the registration form and providing the Personal Data directly to Sutori.

Personal Data processed: email address; first name; last name; password; profile picture.

Category of personal information collected according to CCPA: identifiers; sensorial information.

Google OAuth

Google OAuth is a registration and authentication service provided by Google Inc. and is connected to the Google network.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Edmodo Connect (Edmodo)

Edmodo Connect is a registration and authentication service provided by Edmodo.

Personal Data collected: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#) .

Azure (Microsoft)

Azure is a registration and authentication service provided by Microsoft.

Personal Data collected: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#) .

Clever

Clever Authentication is a registration and authentication service provided by Clever Inc. and is connected to the Clever network.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Displaying content from external platforms

YouTube video widget

YouTube is a video content visualization service provided by Google Inc. that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#); Ireland – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Google Maps widget

Google Maps is a maps visualization service provided by Google LLC or by Google Ireland Limited, depending on the location Sutori is accessed from, that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#); Ireland – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

Instagram widget

Instagram is an image visualization service provided by Instagram, Inc. that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Headway widget

Headway widget is a content visualization service provided by Headway and Oskar Krawczyk/Piotr Zalewa.

Personal Data processed: Cookies; Usage Data.

Place of processing: Poland – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

SoundCloud widget

Soundcloud is an audio content delivery service provided by SoundCloud Limited that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Usage Data.

Place of processing: Germany – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Spotify widget

Spotify is an audio content delivery service provided by Spotify AB that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: Sweden – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Vimeo

Vimeo is a video content visualization service provided by Vimeo, LLC that allows Sutori to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

YouTube IFrame Player

YouTube IFrame Player is a video content visualization service provided by Google LLC or by Google Ireland Limited, depending on the location Sutori is accessed from, that allows Sutori to incorporate content of this kind on its pages.

Through this Service, Sutori may collect Data directly or indirectly on or from Users' devices, including by making use of trackers. Users may restrict such access to their Data via the [security settings page](#) provided by Google. Users may ask the Owner for further information about these privacy settings at any time through the contact details provided in this document.

Data collected through the Service may also be used to help third parties deliver interest-based advertising. Users can opt out of third-party interest-based advertising through their device settings or by visiting the [Network Advertising Initiative opt-out page](#).

Personal Data processed: Data communicated in order to use the Service; Data communicated while using the service.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#); Ireland – [Privacy Policy](#) – [Opt out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

YouTube Data API

YouTube Data API is a video content visualization service provided by Google LLC or by Google Ireland Limited, depending on the location Sutori is accessed from, that allows Sutori to incorporate functions normally executed on YouTube so that Users can watch, find, and manage YouTube content directly on Sutori.

Through this Service, Sutori may collect Data directly or indirectly on or from Users' devices, including by making use of Trackers. Users may restrict such access to their Data via the [security settings page](#) provided by Google. Users may ask the Owner for further information about these privacy settings at any time through the contact details provided in this document.

Data collected through the Service may also be used to help third parties deliver interest-based advertising. Users can opt out of third-party interest-based advertising through their device settings or by visiting the [Network Advertising Initiative opt-out page](#).

Personal Data processed: Data communicated in order to use the Service; Data communicated while using the service.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#); Ireland – [Privacy Policy](#) – [Opt out](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Unsplash API

Unsplash is a photo discovery platform for free to use, high-definition photos provided by Unsplash Inc. that allows Sutori to incorporate content of this kind on its pages.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Amplitude

Amplitude Analytics is an analytics service provided by Amplitude Inc.

Personal Data processed: Cookies; Usage Data.

Place of processing: US – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

Hosting

This type of services has the purpose of hosting data and files that enable Sutori to run and be distributed as well as to provide a ready-made infrastructure to run specific features or parts of Sutori. Some of these services work through geographically distributed servers, making it difficult to determine the actual location where the Personal Data are stored.

Heroku

Heroku is a hosting service provided by Salesforce.com, inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

Amazon Web Services

Amazon Web Services (AWS) is a hosting and backend service provided by Amazon Web Services, Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: See the Amazon privacy policy – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

Infrastructure monitoring

This type of services allows Sutori to monitor the use and behavior of its components so its performance, operation, maintenance and troubleshooting can be improved.

Which Personal Data are processed depends on the characteristics and mode of implementation of these services, whose function is to filter the activities of Sutori.

Uptime Robot

Uptime Robot is a monitoring service provided by Buzpark Bilisim Tarim Urunleri Sanayi Tic. Ltd. Sti.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: Turkey – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

Traffic optimization and distribution

Cloudflare

Cloudflare is a traffic optimization and distribution service provided by Cloudflare Inc.

The way Cloudflare is integrated means that it filters all the traffic through Suturi, i.e., communication between Suturi and the User's browser, while also allowing analytical data from Suturi to be collected.

Personal Data processed: Cookies; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – [Privacy Policy](#).

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

How we use cookies and other similar technologies

Technologies such as cookies, beacons and scripts are used by Suturi and our partners' affiliates, or analytics or service providers, to collect and store data about our users in order to provide the Service in accordance with our agreement with you under the Terms of Service and are an essential technology for allowing Suturi to pursue our legitimate interests in operating and improving the Service.

Cookies

Cookies are small pieces of text sent to your browser by a website you visit. The cookies are set by third parties who deliver services on our behalf. Most web and mobile device browsers are set to automatically accept cookies by default. However, you can change your browser settings to prevent automatic acceptance of cookies, or to notify you each time a cookie is set.

You also can learn more about cookies by visiting [this site](#), which includes additional useful information on cookies and how to block cookies on different types of browsers and mobile devices. Please note, however, that by blocking or deleting cookies used on Suturi, you may not be able to take full advantage of the Service.

We begin collecting information about you or from activity on devices you use as soon as you use the Service. By using the Service, you permit us to collect and use your information from activity on devices you use in accordance with this Privacy Policy. These technologies are also used for analyzing trends, administering the site, tracking how users use and navigate the site and to gather demographic information about our user base. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

Web beacons

Web beacons are electronic images that can be used in emails. We use web beacons to understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon.

Local Storage

We use Local Storage to support the integrity of our registration process and to retain your preferences and account settings. Various browsers may offer their own management tools for removing data from Local Storage, so we would encourage you to review the practices and policies of your browsers.

How your information is shared

Information you choose to share on Suturi

Certain information about you or activities you perform on Suturi may be displayed publicly, for example, information included on your user profile and stories you have made public. Whenever possible, we provide you with choices about the privacy of your information on Suturi. For example, we provide you the ability to control the privacy settings of your stories. Please note that all stories you create on Suturi are private by default.

Comments you post on stories may be viewable by other users of Suturi and the general public and you should be aware that any information you provide in these areas may be read, collected, and used by others who access them.

To request removal of your personal information from these areas, contact us at privacy@suturi.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

How Suturi shares this information

Sutori does not share your information unless one of the following conditions applies:

With your consent

We will share personal information with companies, organizations or individuals outside of Sutori when we have your consent to do so.

For external processing

Sutori provides personal and non-personal information to our partners, trusted organizations, vendors and other affiliated organizations to process it on our behalf. Some of these contractors and affiliated organizations may be located outside of your home country. Our providers process data in accordance with our instructions, Privacy Policy and any other appropriate confidentiality, security or other requirements we deem necessary in order to comply with Sutori's obligations. By using Sutori, you agree to allow these companies to process your data on our behalf, regardless of where they are located.

We regularly update a list of our partners, service providers and sub-processors, which you can view on this privacy policy.

To respond to legal and other requests and to prevent harm

Sutori will share personal information with companies, organizations or individuals outside of Sutori if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- Respond to or meet any applicable law, regulation, legal process or other enforceable governmental request.
- Enforce our Terms of Service, including investigation of potential violations.
- Detect, prevent, or otherwise address fraud, security or technical issues.
- Protect against and prevent harm to the rights, property or safety of Sutori, our users or the public as required or permitted by law.
- If Sutori is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

Managing your account

You remain in control of the information you provide to Sutori. You may review, edit or delete any information you submit to us at any time by signing into your Sutori account; however, deletion of this information may restrict your ability to effectively use the Service. You may also delete your account at any time. If you delete your account, all the stories that you've created will also be deleted in accordance with our data retention practices.

For users under 13, the parent also retains control of the information the child provides to Sutori. Parents may review, edit or delete their child's account's content or account at any time by signing into the child's account. If the parent deletes the account, all the stories the child created are also deleted. A parent may request updates or corrections to an account's registration information by contacting privacy@sutori.com. We will respond to these requests within a reasonable timeframe.

How long we retain your information

Sutori retains your personal information for as long as your account is active, to fulfill our legitimate business purposes, or to comply with our legal obligations. When these conditions no longer exist, Sutori removes that information in accordance with our standard deletion processes. Sutori may retain and use non-personal information, including information which has been de-identified, aggregated, or anonymized, indefinitely.

How we secure your information

The security of your personal information is important to us and Sutori takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of personal information.

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. For example, our website and apps are protected by HTTPS encryption. If you have any questions about security on our website, you can contact us at security@sutori.com.

If we know or have reason to know of a systems security breach by an unauthorized party of your user data where that data is being or is likely to be used for an unauthorized purpose, we will promptly notify you so that you can take appropriate steps. Please consult our [breach plan and policy](#) for more information.

How “Do Not Track” requests are handled

Sutori does not support “Do Not Track” requests.

Changes to this privacy policy

Sutori reserves the right to modify this Privacy Policy at any time, so please review it frequently. If we materially change how we use your personal information, we will notify, by email, and/or by means of a notice on our website prior to the change becoming effective. If you disagree with these changes, you can delete your account at any time and/or stop using the Service. Your continued use of the Service constitutes your acceptance of any changes to this Privacy Policy.

If we make material changes to how we collect and use personal information from children under the age of consent, we will notify parents by email and, when appropriate, obtain additional parental consent for the new uses of the child's personal information.

Contact us

Sutori Website Administrator/HSTRY LTD.
2093 Philadelphia Pike #5297
Claymont, DE 19703
United States

Owner contact email: data-controller@sutori.com

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through Sutori (or third-party services employed in Sutori), which can include: the IP addresses or domain names of the computers utilized by the Users who use Sutori, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using Sutori who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Data Supervisor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of Sutori. The Data Controller, unless otherwise specified, is the Owner of Sutori.

This Application

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by Sutori as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookies

Small piece of data stored in the User's device.

Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to Sutori, if not stated otherwise within this document.

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.