This Terms of Use ("Agreement") describes the terms and conditions of the services offered by Access 4 Learning (A4L or SDPC) and accepted by User.

Operated and governed by A4L, the Student Data Privacy Consortium ("SDPC") is a unique collaboration of school districts, divisions, regional territories, state agencies, policymakers, trade organizations and marketplace providers addressing real, world, adaptable and implementable solutions to growing data privacy concerns. As part of this effort, SDPC has established a Registry of data privacy agreements, entered into educational agencies throughout the country and based on a Standard Student Data Privacy Agreement ("SSDPA") established by SDPC. This Agreement addresses user access to the Registry maintained by SDPC.

1. Services

1.1. Your Access to the Registry: You are allowed access to the Registry because you are an employee, official or agent of an existing member of SDPC, or member of an SDPC Alliance. In the event a member’s participation in the Registry ends, your right to access the Registry will also end.

1.2. Registry and Agreement Disclaimer: Access for Learning ("A4L") and its associated Student Data Privacy Consortium ("SDPC") have created and maintained a Registry of executed agreements using the Standard Student Data Privacy Agreement ("Agreement") A4L and SDPC have taken reasonable efforts to maintain the integrity of the Registry and to produce a template agreement for use by its members. The Registry contains DPAs negotiated by education agencies with vendors or other counterparts. However, neither A4L or SDPC warrant that: (1) the Registry is error free, (2) that the stored agreements comply with every applicable state law; or (3) that the products and services subject to the Agreement are appropriate for the needs of a particular school district, and shall hold SDPC and its employees harmless from any third party suit arising from User’s use of the Registry. Users assume all risks arising from use of the Registry and the use of the stored agreements. By logging in, User accepts the A4L Terms of Services and Privacy Policy, which may be accessed at this link https://privacy.a4l.org/privacy-policy/. If a member has questions about an Agreement, it should consult, where applicable, its representative state association, local counsel or the education agency or vendor who originated the DPA.

1.3. Support and Availability: SDPC strives to maintain the availability of the Registry for use and will use our reasonable efforts to keep the Registry available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades. We cannot
guarantee access to the Registry at all times, and SDPC will not be liable in the event a User cannot access the Registry.

1.4. **Safeguards:** We will maintain reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the Registry, including reasonable data backups. SDPC does not warrant the security of the Registry. We will not be liable for any liabilities arising from you or your Users’ use of the Registry.

1.5. **General Use:** You will make reasonable efforts to ensure that all access and use of the Registry by you and your Users is subject to and in compliance with the Agreement and the A4L Privacy Policy, referenced elsewhere.

1.6. **Unauthorized Use of Registry:** You may not (a) make the Registry available to, or use the Registry or the DPAs contained therein, and Service for the benefit of, anyone other than Users, or sell, resell, license, sublicense, distribute, except as necessary to enter into, maintain or implement the Agreement downloaded from the Registry.

2. **Changes to the Agreement**

We may make changes to this Agreement, the Privacy Policy or the Terms of Use from time to time. If we make any material (determined by us at our discretion) change to this School Agreement, the Privacy Policy, or the Terms of Use, we will inform you by email or notification on our website.

3. **Intellectual Property Rights**

3.1. **A4L Proprietary Rights.** As between User and A4L, A4L Intellectual Property shall remain at all times the sole and exclusive property of A4L. A4L shall have the right, in its sole discretion, to modify the A4L Intellectual Property. A4L Intellectual Property means: (1) the Registry and associated services; (b) all improvements, changes, enhancements, and components thereof; (c) the NDPA and SSDPA Agreement, and any other associated amendments, or supplements; and (4) all other intellectual property owned by A4L including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well an any underlying source code and object codes related thereto.

3.2. **Feedback:** If you provide us with any suggestions, information, ideas, or other feedback concerning the Registry, we may use such feedback in perpetuity without obligation to you.
4. Term and Termination

4.1. **Termination of Membership.** In the event your representative member terminates its membership with SDPC, your use will be terminated as well.

4.2. **Termination of Access Denial by Us.** We may terminate the Agreement if your representative Member has not paid its dues to A4L or we can block your access as a User if you materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach.

4.3. **Effect of Termination.** The definitions in the Agreement, and the rights, duties, and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any termination or expiration of the Agreement.

5. Disclaimer of Warranties

You acknowledge that the Agreement is based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third-party service outages. Accordingly, the Services are provided to you “AS IS” and without warranty of any kind, whether express, implied, statutory or otherwise, and we disclaim and exclude, to the maximum extent permitted by law, all other warranties, whether express, implied, statutory or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title and satisfactory quality.

6. Limitation of Liability

In no event will either party be liable under the Agreement for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with the use of the Registry, the stored DPAs, or related services or anything provided in connection with the Agreement, the delay or inability to use the Registry or anything otherwise arising from the Agreement, and in no event will either party’s maximum aggregate liability arising from or relating to the Agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), exceed fees paid or payable to us by your representative agency or company in the twelve (12) month period immediately preceding the event giving rise to liability.


7.1. **Governing Law and Venue.** Unless the laws governing the Education Agency require otherwise, the laws of the State of Massachusetts govern all matters arising out of
the Agreement, without regard to conflict of law principles, and either the federal court in Massachusetts or the state courts located in Massachusetts, will have jurisdiction in respect of disputes arising in connection with the Agreement.

7.2. **Severability.** If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of the Agreement will continue in full force and effect.

7.3. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

7.4. **Modification and Waiver Agreement.** The Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.