

**SOFTWARE SERVICES AGREEMENT
BETWEEN DHE COMPUTER SYSTEMS
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into as of September 3, 2025, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the “District”) and DHE Computer Systems (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term and Termination of Agreement.

- 1.1. This Agreement shall commence as of September 16, 2025 and shall continue through and including September 15, 2026, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.
- 1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.3. Notwithstanding the provisions of sections 1.1 and 1.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

2. Deliverables and Purchase Price.

- 2.1. The Contractor shall make its classroom orchestration and management software for use in the District in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).
- 2.2. The total cost for all Services under this contract as set forth on the attached Exhibit A, shall not exceed Twenty-Seven Thousand, Seven Hundred Twenty Dollars and Zero Cents (\$27,720.00), due and payable thirty (30) days from receipt of Contractor’s invoice.

- 2.3. Additional Services purchases shall not exceed the pricing outlined in Exhibit A.
- 2.4. Additional District schools may participate in Services under all terms and conditions specified within this Agreement, not to exceed the term within section 1.1.
- 2.5. This Agreement in no way binds the District or District Schools to exclusive use of Contractor's Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.
- 2.6. Fulfillment of Services under the terms and conditions set forth in this Agreement shall be through the issuance of a District purchase order or site-based purchasing card.
 - 2.6.1. The Contractor shall provide a quote for Services conforming to the pricing, which shall be payable by the District thirty (30) days after receipt of Contractor's invoice.
 - 2.6.2. District issued purchase orders are required for purchases greater than Ten Thousand Dollars and Zero Cents (\$10,000.00).
 - 2.6.3. Services provided by Contractor without conforming to sections 2.1, 2.2, 2.3, and 2.6.2 of the Agreement shall be considered unauthorized and payment shall not be issued by the District.
 - 2.6.4. Direct communication with schools or sales must be approved by contact in section 11 of this agreement.
- 2.7. **Invoicing.** Contractor will provide invoices for the Services at the rate specified in Exhibit A. Invoices for Services provided shall be submitted directly to accounts payable in the District's Finance department at ap@psdschools.org upon execution of this Agreement. Invoices for such Services shall include (a) the District location for which the licenses were provided, (b) description of licensing (including start and end dates of the license term), (c) and if issued, a purchase order number.
 - 2.7.1. Invoices will generally be paid within thirty (30) days following the District representative's approval.
 - 2.7.2. Invoices received that do not conform to the scope of this Agreement will not be approved, the District will notify the Contractor in writing, and the District will not be responsible for covering associated costs.

- 2.7.3. The District is a political subdivision of the State of Colorado and considered a governmental entity for tax classification purposes. The District is exempt from city, county, and state sales tax. The District's state tax exempt number is 98-03335 and the District's Federal Tax Identification Number (TIN) is 84-6013733.
- 2.7.4. The District utilizes the PaymentWorks vendor portal to collect, validate, and manage vendor information. The Contractor must complete the registration process in the portal and be approved by the District prior to the issuance of a purchase order.
- 2.8. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 2.9. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.
- 2.10. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.
- 2.11. The District understands and agrees that its students' access to and use of the Services under this Agreement may require that it disclose confidential

student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

- 3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.
- 3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.
- 3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.
- 3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.
- 3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.
- 3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems,

paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

- 3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.
4. **Ownership of Confidential Student Records, Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.
5. **Security of Confidential Student Records and Information.**
 - 5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Critical Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.
 - 5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.
6. **Use of Confidential Student Records and Information.**

- 6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.
- 6.2. Contractor may to the extent necessary to perform its obligations under the Contract disclose confidential student records and information to subcontractors (“Subcontractors”) as identified in and hereby attached to this Agreement as Exhibit B pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.
- 6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.
- 6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District’s possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and

Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. (“CORA”). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”), the Contract is amended to add the language in this section 7. Under the Act, a “school service contract provider” is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a “school service.” Under the Act, a “school service” is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.
 - 7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit B: (a) the data elements of confidential student records and information that Contractor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.
 - 7.2. Contractor shall facilitate the District’s access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.
8. **Accessibility.** The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado’s Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
 - 8.1. The Contractor shall ensure compliance by providing a Voluntary Product

Accessibility Template (VPAT) using the current template available here:
<https://www.section508.gov/sell/vpat/>

- 8.2. Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District's Board members, employees, representatives and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.
9. **Access to District Server.** If access to any District server is necessary for the functionality of the Contractor's services. Upon written approval by the Executive Director of Information Technology or designee, the District grants the Contractor limited access to the District server for the sole purpose of providing Services
 - 9.1. The Contractor agrees to protect the confidentiality, integrity and availability of all electronic District or student information at all times.
 - 9.2. The Contractor agrees to take proper steps to ensure the security of the device in which they connect to the District's systems remotely. The Contractor agrees not to copy information accessed remotely to local devices and or portable devices. Printing information is not permitted unless specific authorization has been granted.
 - 9.3. The Contractor shall not share passwords, codes, credentials or user accounts with others.
 - 9.4. The Contractor shall have a valid and up-to-date antivirus agent installed to ensure protection against malware and viruses upon connection to the District network.
 - 9.5. The Contractor acknowledges that if the District determines in its discretion that remote access has been compromised by unauthorized parties, or that remote access has been misused, the Contractor's access will be disabled or terminated immediately.
10. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.
11. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party

set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Strategic Sourcing
Contracting
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: Contracts@psdschools.org

DHE Computer Systems
Attn: Dan Hammack
7076 S Alton Way Ste C
Centennial, CO 80112-2010
Email: dan.hammack@dhecs.com

12. Insurance.

Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. All policies shall be primary and non-contributory with any insurance maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 12 shall not reduce the indemnification liability that Contractor has assumed in section 13.

Contractor shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained herein. Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000

- General Aggregate \$2,000,000
- Coverage must be written on an “occurrence” basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor’s services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

13. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.
14. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the

District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq, as now or hereafter amended.

15. General Provisions.

- 15.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 15.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 15.3. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District.
- 15.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement.
- 15.5. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 15.6. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 15.7. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

- 15.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 15.9. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 15.10. **Severability Clause.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 15.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 15.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 15.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 15.14. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 15.15. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 15.16. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms

of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

DHE COMPUTER SYSTEMS

POUDRE SCHOOL DISTRICT R-1

By: 

Dan Hammack
CEO

R David Montoya
By: [R David Montoya \(Sep 9, 2025 16:06:29 MDT\)](#)

R. David Montoya
Chief Finance Officer


By: [Bud Hunt \(Sep 9, 2025 15:16:25 MDT\)](#)
Bud Hunt
Chief Technology Officer

Exhibit A



Poudre - Lan School Renewal

Quote #014093 v1

Prepared For:

Poudre School District

Tyson Berger
2407 LaPort Ave.
Fort Collins, CO 80521

P: (970) 556-1725
E: tberger@psdschools.org

Prepared by:

DHE Computer Systems - CO

Dan Hammack
7076 South Alton Way
Building C
Centennial, CO 80112

P: 720.240.4560
E: dan.hammack@dhecs.com

Date Issued:

07.10.2025

Expires:

08.09.2025

Products

Product ID	Customer Description	Qty	Price	Tax	Total Price
4ZN1N34485	LanSchool 1-year subscription license per device includes technical support and access to LanSchool and LanSchool Air	28000	\$0.99	\$0.00	\$27,720.00
Lenovo - NASPO ValuePoint Computer Equipment, Peripherals, Software and Related Services - Contract number 23011 - DHE Computer Systems, LLC					
					Subtotal: \$27,720.00

Quote Summary	Amount
Products	\$27,720.00
Total:	\$27,720.00

DHE reserves the right to change or cancel any order due to unforeseen price changes by any of the manufacturers that we provide a quote for. This could include Tariffs, shipping cost increases, product constraints or other unknown cost increases.

Acceptance

DHE Computer Systems - CO

Dan Hammack

Signature / Name

07/10/2025

Date

Poudre School District

Tyson Berger

Signature / Name

Initials

Date

Exhibit B



STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- *Descriptions should not include wording such as "most used" or "used by X number of schools."*
- *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

LanSchool is a leading classroom orchestration and management software developed to facilitate effective digital learning across diverse educational settings, from K-12 schools to higher education institutions.

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Student Interface related data: • The auto-generated unique GUID of the student • The student ID as provided. • The first name of the student. The last name of the student, The e-mail address of the student, the student's login name.

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

Data Storage (record, host, log, archive or otherwise store Customer Data); Data Access (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data) Data Analysis (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

AWS, Datadog, Hubspot, MongoDB, and Pendo.

5. What is the purpose of the third-party partners?

Cloud service providers, log collection tools, on-boarding, improvement of functionality.

6. Please provide:

- Current quote (if available)
- Tiered pricing for future purchases

Poudre is on the highest tier for future purchases.

- Name and email for contract notices
- Name and title of person who will sign the contract

Corbin Karl - ckarl@lenovo.com

- Does the system allow integration for rostering?

Yes No

If the above answer is yes, how is it completed?

Through Classlink, Google Admin Console, or Clever.

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

What Student Data is collected through the use of the system?

Data Collected	General Purpose of Data Collection
Access Time	User research to improve the experience & provide technical support
Assessment Scores	Used for teacher data collection
Badges Earned	Used for teacher data collection
Browser Type	User research to improve the experience & provide technical support
Browser Version	User research to improve the experience & provide technical support
Contest Points	Used for teacher data collection
Device ID	User research to improve the experience & provide technical support
Device Type & OS	User research to improve the experience & provide technical support
Game Time Earned	Used for teacher data collection
IEP Progress Percentage	Used for teacher data collection
IEP Standards Passed	Used for teacher data collection
IP Address	User research to improve the experience & provide technical support
Lesson Questions Correct/Incorrect	Used for teacher data collection
Lesson Scores	Used for teacher data collection
Machine Model	User research to improve the experience & provide technical support
Operating System	User research to improve the experience & provide technical support
Placement test scores	Used for teacher data collection
School Address	Required to support product functionality
School Fax Number	Optional
School Leader Email Address	Optional
School Leader First & Last Name	Optional
School Leader Password	Optional
School Leader Role	Optional
School Name	Required to support product functionality
School Phone Number	Required to support product functionality
Standard Mastery Percentage	Used for teacher data collection
Standards Mastered	Used for teacher data collection
Student Answers on Lesson	Used for teacher data collection
Student First & Last Name	Required to support product functionality
Student Grade Level	Required to support product functionality
Student ID number	Optional

Student Password	Required to support product functionality
Student Username	Required to support product functionality
Teacher Email Address	Required to support product functionality
Teacher First & Last Name	Required to support product functionality
Teacher Password	Required to support product functionality
Time on Lesson	Used for teacher data collection
Time Spent in Subjects	Used for teacher data collection
Time Spent on individual problems	Used for teacher data collection

What third-parties does the vendor partner with? Who may receive Student Data in any format?

Vendor	URL	Description
Rackspace	rackspace.com	Web hosting
Amazon AWS	aws.amazon.com	Web hosting
Wormly	wormly.com	Alerts and monitoring
Realtime	framework.realtime.com	Cloud based realtime messaging
Twilio	twilio.com	SMS messaging
Sendgrid	sendgrid.com	Email delivery
Mailchimp	mailchimp.com	Email list management
Clever	clever.com	Student rostering
Edmodo	edmodo.com	Student rostering
Oneroster	oneroster.com	Student rostering
Freshdesk	freshdesk.com	Customer support
Google Classroom	developers.google.com/classroom	Student rostering
Salesforce	salesforce.com	CRM

LanSchool Air Data Processor Agreement (DPA)



This LanSchool Air Data Processor Agreement (which addresses both privacy and security requirements) and its annexes, ("DPA") form part of the Stoneware Sales Agreement or other written or electronic agreement between Stoneware, Inc., and Customer (the "Agreement") for the purchase of LanSchool Air services from Stoneware, Inc. to reflect the parties' agreement in relation to the Processing of Personal Data.

This DPA supplements any agreement between the parties with respect to the subject matter hereof; and will be effective from the moment that Customer accepts LanSchool Air Terms of Services ("Effective Date").

Upon signature of the Agreement and acceptance of the LanSchool Air Terms of Services, this DPA will become legally binding; and you (Customer) are entering into this DPA on behalf of Customer, to the extent required under applicable privacy, security and data protection Laws and Regulations, including applicable education and student privacy and security laws and regulations, in the name and on behalf of its Authorized Affiliates to the extent Stoneware processes Personal Data for which such Authorized Affiliates qualify as the Controller. Customer understands that this DPA is applicable to all users and warrants that it has the necessary powers to enter into this DPA on behalf of such users.

We may update these terms to accommodate new legal requirements or as necessary to reflect operational updates. If you have an active LanSchool Air subscription, we will let you know via email or via in-product notification. You can find archived versions of the DPA [here](#).

DPA execution:

- a) This DPA consists of two parts: the main body of the DPA, and Annexes A, B, C, D and E. This DPA has been pre-signed on behalf of Stoneware, Inc., including the EU Standard Contractual Clauses in Annex D, as the data importer. (Note: Annex D is generally applicable to only processing activities that may involve the transfer of Personal Data from the European Union, European Economic Area, United Kingdom, and/or other countries with similar adequacy or equivalency standards pertaining to cross-border data transfers). Further, it represents contractual provisions serving as safeguards for safe personal data transfers required by applicable data protection laws.

For the avoidance of doubt, you need to sign this DPA on page 5. If applicable, Annex D will apply by reference.

Data Protection

Definitions: In this Clause, the following terms shall have the following meanings:

- a) **"Controller", "Processor", "Subprocessor", "Data Processing", and "Processing"** (and **"Process"**) shall have the meanings given in EU Data Protection Law and equivalent terms in Applicable Data Protection Law.
 - (a) **"Applicable Data Protection Law"** means all applicable laws, rules, regulations, orders, and all related amendments thereto, in any jurisdiction in which Supplier provides LanSchool Services, including any laws concerning privacy, data security, data protection, data breaches, and confidentiality such as the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act ("CPRA"); the European Union's General Data Protection Regulation 2016/279, as amended, replaced or superseded from time to time ("GDPR"); the United Kingdom's Data Protection Act 2018 as amended; The Brazil Law No. 13.709/18 as amended ("LGPD") and the regulations implemented (or to be implemented); and any such applicable laws, including national, state and/or local education and student privacy laws.
- b) **"Personal Data"** is information that relates to an identified or identifiable individual including, but not limited to, students, parents, and school employees.
- c) **"Data Subject"** is an individual person who can be identified directly or indirectly including, but not limited to, students, parents, and school employees.
- d) **"Customer"** is the Controller. For the purposes of this DPA only, the term "Customer" shall include Customer and Authorized Affiliates.
- e) **"Supplier"** means Stoneware, Inc., which acts as Processor.
 - (b) **"Data Exporter"** means a party that transfers Personal Data to another Party in accordance with the Agreement.
 - (c) **"Data Importer"** means a party that receives Customer Personal Data from another Party in accordance with this Agreement.

Relationship of the parties: Customer acknowledges Supplier as a Processor to process the Personal Data that is the subject of Stoneware Sales Agreement, LanSchool Air Terms of Services and EULA with Supplier. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

Purpose limitation: Supplier shall process the Personal Data as a Processor and strictly in accordance with the documented instructions of Controller (the "Permitted Purpose") as documented in Annex A

“Processing details,” except where otherwise required by any Applicable Data Protection Law. Supplier shall immediately inform Controller if it becomes aware that Controller's Processing instructions infringe Applicable Data Protection Law. In no event shall Supplier process the Personal Data for its own purposes or those of any third-party, including for marketing purposes. For the avoidance of doubt, Supplier shall not send marketing or otherwise promotional communications to Lenovo LanSchool Air users leveraging personal data obtained from the use of Lenovo Lan School Air. The latter will not prevent any individual from receiving marketing or promotional communications if those originate in the context of standard channels such as Stoneware or Lenovo website and other sales-related channels.

International transfers: Supplier may transfer the Personal Data to any country outside of the country from which Personal Data was collected in compliance with applicable Data Protection and data localization laws. For the avoidance of doubt, data should be hosted as specified further in this Agreement (i.e. a regional-specific approach/location), and:

- a) Personal Data transfers outside of the European Economic Area ("EEA") and the United Kingdom are allowed: (i) if the Personal Data transfer is to a recipient in a country that the European Commission, United Kingdom Secretary of State, and/or the United Kingdom's Information Commissioner's Office have decided provides adequate protection for Personal Data; and (ii) to a recipient that has executed standard contractual clauses adopted or approved by the European Commission, United Kingdom Secretary of State, and/or the United Kingdom's Information Commissioner's Office.

Supplier may transfer the Personal Data outside of Brazil if: (i) the Data transfer is to a recipient in a country that the National Authority has decided provides adequate protection for Personal Data; (ii) to a recipient that has executed standard contractual clauses adopted or approved by the National Authority; or (iii) when the recipient is able to provide and demonstrate the implementation other safeguards in accordance to the Brazilian Data Protection Law and the international transfer is approved by Controller.

- b. Generally, the acceptance of this DPA results in approval by the Customer that Stoneware, Inc. may transfer Personal Data across borders to the extent that Stoneware complies with any Applicable Data Protection Law. In this regard, Annex D “International Data Transfers” applies between Controller and Supplier where relevant.

Customer Data may be accessed by sub-processors as per Annex B of this Agreement in third countries, e.g. in the USA, which is carried out with the adequate safeguards required for third country transfers, e.g. Standard Contractual Clauses. Each intra-group data transfer is conducted based on the Supplier's Intra-Group Data Transfer Agreement, which includes Standard Contractual Clauses to ensure secure international data transfers.

Confidentiality of Processing: Supplier shall ensure that any person that it authorizes to process the Personal Data (including Supplier's staff, agents and subprocessor) (an "Authorized Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.

Supplier shall ensure that all Authorized Persons process the Personal Data only as necessary for the Permitted Purpose. Furthermore, Supplier shall not commercially exploit the Personal Data.

c. **Use of Artificial Intelligence:** Supplier uses Artificial Intelligence technology (the "AI") in relation to some of its offerings (e.g. LanSchool On-Task Monitoring). The AI is leveraged to interpret the meaning of the classroom objective and analyze already-captured student data. It does not collect any additional information from users beyond regular product requirements. No automated decision-making, beyond simple identification, should be triggered. **The AI will not provide any output that constitutes unlawful discrimination or bias or infringement of intellectual property rights. The Supplier has a process in place to address issues related to the quality and safety of the AI system outputs, including any unlawful discrimination or bias in those outputs.** Supplier complies with Applicable Data Protection Law and other applicable legislation **in respect of the AI.**

Security: The Processor shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident"). Annex C contains LanSchool Air Technical and Organizational Measures (TOMs).

Subprocessing: Supplier agrees that any third-party subprocessor it appoints shall be bound to substantially similar standards of data protection provided for by this Agreement; and that Supplier will enter into agreements accordingly with its applicable subprocessors to give appropriate effect to the requirements in this DPA. Controller agrees that Supplier may use any subprocessor listed in Annex B. Notwithstanding this, Controller consents to Supplier engaging new subprocessors (including the replacement of existing ones) to process the Personal Data, provided that: (i) Supplier provides at least 30 days prior notice of the addition or replacement of any subprocessor (including details of the processing it performs or will perform), which may be given by providing details of such addition or replacement to Controller; and (ii) Supplier imposes data protection terms on any subprocessor it appoints that protect the Personal Data to substantially similar standards provided for by this DPA. If Controller refuses to consent to Supplier's appointment of a new third-party subprocessor, which should not be withheld unreasonably, then either Supplier will not appoint the subprocessor or Controller may elect to terminate the Agreement, provided that Controller has substantial and documented reasons for objection to the change.

Cooperation and Data Subjects' rights: Supplier shall provide reasonable and timely assistance to Controller to enable Controller to respond to: (i) any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and Personal Data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third-party in connection with the Processing of the Personal Data. For the avoidance of doubt, Data Subject Requests (DSRs) shall be requested by Controller by submitting a formal request in the [Stoneware DSR Privacy Webform](#).

Security incidents: Upon becoming aware of a Security Incident, Supplier shall inform Controller without undue delay and shall provide all such timely information and cooperation as Controller may require to fulfil its Personal Data breach reporting obligations under (and in accordance with the

timescales required by) Applicable Data Protection Law. Supplier shall further take measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Controller informed of all developments in connection with the Security Incident.

Deletion or Return of Data: Upon termination or expiry of the Stoneware Sales Agreement, Supplier shall, upon Controller's request, destroy or return to Controller all Personal Data (including all copies of the Personal Data) in its possession or control (including any Personal Data subcontracted to a third party for Processing). If Controller does not give further instructions to Supplier, Supplier's data retention schedule, as laid out in Annex A, will apply. This requirement shall not apply to the extent that Supplier is required by any Applicable Data Protection Law to retain some or all of the Personal Data, in which event Supplier shall isolate and protect the Personal Data from any further Processing except to the extent required by such law.

Audit: During the term of this Agreement and for three years after termination or expiration, Supplier shall provide Controller, upon reasonable request and reasonable prior notice, with: (i) access to summaries of: (1) Supplier's practices (including its security protocols and procedures); (2) internal policies; and (3) records relating to the privacy and security of Personal Information and the Processing of Personal Information available for review, excluding records subject to attorney-client privilege or which constitute work product; (ii) assistance and cooperation of Supplier's relevant staff; and (iii) responses to questionnaires for the purpose of determining Supplier's compliance with its obligations in this Agreement ("Audit"). Such Audits shall be limited to once per year, except where: (i) such Audit is required by Applicable Data Protection Laws, or to satisfy any requests or demands from any regulator or any legal or administrative process; (ii) such Audit is requested because Controller has legitimate concerns about the privacy and security of the Personal Data Processed by Supplier; or (iii) there has been a confirmed Security Incident. Notwithstanding the foregoing, if the summary of practices, policies, and records or the responses to the questionnaire provided by Supplier are deemed insufficient to satisfy the requirements or demands from a regulator or legal or administrative process, the parties agree to negotiate in good faith the terms and scope of an additional Audit to satisfy such request/demand. Supplier shall provide Controller with information reasonably necessary for Controller conduct and document data protection assessments.

IN WITNESS WHEREOF, Stoneware and Customer have executed this Agreement as of the date written above.

Stoneware, Inc.

Signature: _____

Print Name: Kimberly Page

Title: Strategic Operations Manager

Customer

Signature: _____

Print Name: _____

Title: _____

ANNEX A – PROCESSING DETAILS



Type of data & data subjects	Retention Period	Nature, purpose, and subject matter
Student Interface related data: <ul style="list-style-type: none"> • The auto-generated unique GUID of the student • The student ID as provided. • The first name of the student. • The last name of the student. • The e-mail address of the student. • The student's login name. • The date that this student object was created. • The date that this student object was updated. 	Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.	<i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data)
School Employee Interface related data: <ul style="list-style-type: none"> • The auto-generated unique GUID of the teacher • The school employee's ID. • The first name of the school employee. • The last name of the school employee. • The e-mail address of the school employee. • The MongoDB ID of the cloud user that corresponds to this teacher object. • Access tokens • The date that this school employee object was created. • The date that this school employee object was updated. 	Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.	<i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data) <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).
Client Interface related data: <ul style="list-style-type: none"> • The auto-generated unique GUID of the client • The login name of the current student. It could be an e-mail address or a username. • The MongoDB ID of the corresponding device from the core database. • The date that this client object was created. • The date that this client object was updated. 	Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.	<i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data) <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).

<p>Class list related data</p> <ul style="list-style-type: none"> • The auto-generated unique GUID of the class • The name of this class. This is required. • The class ID as provided by the Student Information System. • The school ID as provided by the Student Information System. • The class period or other designation that distinguishes this class from other classes of the same type. • The owner of this class list. • The teacher objects for the teachers that have access to this class list. The Teacher Interface is defined below. • The student objects for the students that belong to this class list. • The client objects for the devices that belong to this class list. • The ID of the user that last changed this class list. • The date that this class list was created. • The date that this class list was updated. • 	<p>Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.</p>	<p><i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data) <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).</p>
<p>Organization related data</p> <ul style="list-style-type: none"> • The auto-generated unique GUID of the organization • The name of the organization. • The ID assigned to this organization. • The primary street address. • The secondary street address information. • The city of the organization. • The state or province of the organization. • The postal code of the organization. • The country of the organization. • The administrative contact information. • The technical contact information. • The billing contact information. • A flag indicating if this organization has a site agent. 	<p>Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.</p>	<p><i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data); <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).</p>

<ul style="list-style-type: none"> The date that this organization was created. The default security policy for the organization. Organization's contact data: first name, last name, phone number, e-mail address. 		
<p>User data</p> <ul style="list-style-type: none"> The auto-generated unique GUID of the user A set of key-value pairs of all current IDs of user, The first name of the user. The last name of the user. The e-mail address of the user. Permissions directly assigned to this user. A reference to the organization of which this user belongs. A subset of user IDs that a user is allowed to use for a login. A timestamp of the last time the user successfully logged into the system. A timestamp of the first time the user failed authentication within the past hour. The IP address of where the last successful login took place. The IP address of where the last failed login took place. The timestamp of the last failed login attempt. A counter for the number of consecutive failed login attempts. The permissions granted to the user. Generated by combining all permissions from the user's groups. The date that this user was created. The date that this user was updated. 	<p>Upon user's request for deletion or after 1 year of not having an active license or trial, data will be archived. Archived data is purged after 90 days.</p>	<p><i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data) <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).</p>
<p>Activity Log related data</p> <ul style="list-style-type: none"> Student web browsing history (URL, timestamp) Student application history (application name, timestamp) Classroom chat message history (sender, receive, message content, timestamp) 	<p>Upon user's request for deletion or after 45 days.</p>	<p><i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data); <i>Data Analysis</i> (survey, test,</p>

<ul style="list-style-type: none"> Administrative activity log (user ID, activity type, timestamp) Students' screenshots, tab metadata, active tab page content Teachers' classroom objectives. 		study, interpret, organize, report, or otherwise analyze Customer Data).
License data (Excludes personal data)	<p>This data is kept as long as necessary to comply with legal obligations, to enforce our agreements, etc. This does not include personal data.</p>	<i>Data Storage</i> (record, host, log, archive or otherwise store Customer Data); <i>Data Access</i> (retrieve, copy, examine, modify, transport, scan, or otherwise access Customer Data); <i>Data Analysis</i> (survey, test, study, interpret, organize, report, or otherwise analyse Customer Data).

Duration of the Processing

The duration of the processing corresponds to the duration of the Agreement. Data retention policies as described above will apply.

Categories of Data Subjects

Students, Teachers, Organization contacts and Users in general

ANNEX B – SUBPROCESSORS

Name	Data	Storage Location	Purpose
Amazon Web Services	All user data as described in Annex A	AU, US, or UK <i>(regional transfer restrictions are applied, meaning e.g. European data stored exclusively in the UK).</i>	Cloud service provider for the application infrastructure. All Data is processed by the application.
Datadog	Application data, IP address and username	US	Log collection tool.
Hubspot	First name, Last name, Email, Phone, Company Name, Title, Geographic tag (e.g., state), Industry	US, EU	On-boarding.
MongoDB Atlas	All user data as described in Annex A	AU, US, or UK <i>(regional transfer restrictions are applied, meaning e.g. European data stored exclusively in the UK).</i>	For the application to run correctly.
Pendo	Application usage analytics, user-submitted feedback, end user first name, last name, email, and organization name.	US	To improve the functionality and usability of the product.

ANNEX C – TECHNICAL AND ORGANIZATIONAL MEASURES (TOMs)

Supplier has implemented a comprehensive and written security program with physical, technical, procedural, and administrative controls that reflect prevailing industry standards for the protection and responsible use of Personal Data including, but not limited to, the following controls:



Technical	Scope	Controls
Access	Logins (system & application).	NIST-based password policies (multi-factor authentication for admin-level access and interfaces).
Encryption	Data storage at rest & in transit.	AES 256-GCM (at rest), TLS 1.2, 1.3 (in transit)
Static application security testing	All server and micro-service images, All binary clients and extensions/plugins.	Regular vulnerability scans and monitoring.
Dynamic application security testing	External applications APIs.	Web application scans, Penetration testing (Regular internal tests.)
CIS benchmark hardening	Cloud platform provider, Server instances.	Cloud CIS compliance checks, Cloud security monitoring, Regular CIS L2 server benchmark assessments.
Software compositional analysis	3 rd party opensource dependencies.	Conduct regular vulnerability audits, repository monitoring.
Infrastructure assessment	Cloud platform provider.	Regular reviews of all software-defined networks (SDNs) (identify network segmentation, firewall configuration, and resource access misconfigurations).
Web application firewall (WAF)	Production web applications.	WAF protection (core rules for common attacks).
Static code analysis	Proprietary code.	Regular code analysis is conducted using a commercial tool, secure code reviews are conducted during code merges.
Log collection	Cloud platform provider, Application.	Cloud platform API transactions (logs older than 360-days are purged, accessible by engineering), WAF logging for edge detection (logs older than 90-days are purged, accessible by engineering), Subprocessors, see Annex B, for application purposes.
Infrastructure as code	Cloud platform provider.	Infrastructure as code is used to automate infrastructure

		deployments and improve the immutability, misconfiguration of infrastructure.
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Organizational	Scope	Controls
Incident (including data breach) response	Security events related to products in production.	Product incident response plan in accordance with NIST 800-61 and Lenovo's internal Product Security Incident Response Team (PSIRT) processes.
Trusted providers list	All subprocessors that directly integrate with products in production.	Standard security assessments of integrated providers, DPAs for Personal Data processing providers.
Vulnerability management	Server OSes, Docker containers, Clients, Products in production.	A program that employs various tools to aid in identifying vulnerabilities across all compute systems.
Software Security Review Board (SSRB)	Products in production.	SSRB reviews are conducted regularly. During reviews, all technical and organizational measures are assessed for the product in question.
Data retention policy	Personal identifiable information, Application data, Products in production.	Upon user's request for deletion or after one year of not having an active license or trial, personal data will be archived. Archived data is purged after 90 days.
Security and privacy awareness	All employees (Privacy Basics and Security Essentials courses)	Semi-annual training for specialized IT and product teams on advanced security topics, such as OWASP Top 10.
Continuous security	Products in production.	Regular application of Technical Measures.
Opensource compliance reviews.	Products in production.	Assessments conducted to ensure proper licensing and attributions are provided in distributed software.
Disaster Recovery	Products in production	Following NIST-800-34 as a guide to maximize RTO and RPO.
Backup policy	Databases, Code,	The general policy requires multiple backups, one of which

	<p>Logs.</p>	<p>must be offsite from the primary storage location,</p> <p>Regular database backups occurring daily (2 times per day), weekly, and monthly. Daily backups are retained for 7 days. Weekly backups are retained for 4 weeks. Monthly backups are retained for 13 months. The restore window is 12 hours.</p> <p>Application source code backups occur daily and are retained for 360 days.</p> <p>Production logs:</p> <p>Datadog – Logs are live for 7 days. Logs are then put in long-term storage for 180 days and then purged.</p> <p>Load Balancer – Logs are retained for 360 days and then purged.</p> <p>Web Application Firewall – Logs are retained for 90 days and then purged.</p> <p>Cloud Trail – Logs are retained for 90 days and then purged.</p> <p>Cloud Watch – Logs are retained for 360 days and then purged.</p> <p>MongoDB – Logs are retained for the life of the project.</p>
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ANNEX D – INTERNATIONAL DATA TRANSFER AGREEMENT



This Annex sets out the data protection requirements (including requirements under Applicable Privacy Laws) that apply: (i) to the Data Exporter (Controller) when it transfers Personal Data to the Data Importer (Stoneware, Inc.), its affiliates and/or its Subprocessors, for Data Processing; and (ii) to the Data Importer when it receives Personal Data from a Data Exporter for Data Processing.

The Data Importer warrants and undertakes that at all times it will:

- a) Process the Transferred Data in accordance with Applicable Privacy Laws and will provide reasonable and timely assistance to the Data Exporter as needed to help the Data Exporter comply with its obligations under Applicable Privacy Laws; and
- b) not knowingly perform its obligations under this Agreement in such a way as to cause the Data Exporter to breach any of its obligations under Applicable Privacy Laws.

The Data Exporter confirms that it has taken necessary actions to ensure compliance with the applicable Data Protection laws, including the cross-border transfer of personal data requirements, such as having obtained explicit consents of the Data Subjects with their personal data being transferred abroad, notified relevant authorities or applied for their approval of the transfer or other underlying obligations, as applicable.

1. European Economic Area (EEA)

If Supplier's services are provided to Controller within the European Economic Area ("EEA") or such other jurisdiction subject to EU Data Protection Law, the following provisions shall apply:

(A) "EU Data Protection Law" means (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "GDPR"); (b) the EU e-Privacy Directive (Directive 2002/58/EC); and (c) any and all applicable national data protection laws.

(B) Supplier shall promptly inform Controller (a) of any requirement under EU Data Protection Law that would require Processing Personal Data in any way other than per Controller's instructions, or (b) if, in Supplier's opinion, Controller's instructions may infringe or violate any applicable EU Data Protection Law.

(C) ***Data Transfers:*** If Supplier or its Subcontractors are located outside the EEA, Supplier and Controller hereby execute the controller to processor standard contractual clauses as set out in MODULE TWO in the [Commission Implementing Decision \(EU\) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679 of the European Parliament and of the Council](#) as amended or superseded from time to time (the "C2P Standard Contractual Clauses") and hereby incorporate them into this Addendum by reference. The parties acknowledge and agree that:

- a. Supplier and Controller shall each comply with their respective obligations in the C2P Standard Contractual Clauses;
- b. If there is any conflict or inconsistency between the C2P Standard Contractual Clauses and this Addendum or the base agreement, the C2P Standard Contractual Clauses shall control to the extent of the conflict; and
- c. The information in the following tables is hereby incorporated into the C2P Standard Contractual Clauses between the Parties:

***Information to be incorporated into the
C2P Standard Contractual Clauses between Controller and Supplier:***

Clause 9. Use of sub-processors	Option 2 GENERAL WRITTEN AUTHORISATION is selected. Data importer shall provide information at least 30 days in advance as per Clause "Subprocessing"
Clause 17. Governing law	These Clauses shall be construed in accordance with the governing law set forth in the Parties' base agreement unless that governing law is not that of an EU Member State that allows for third-party beneficiary rights. In such event, the Parties agree that these Clauses shall be governed by the law of IRELAND.
Clause 18 (b). Choice of forum and jurisdiction	The Parties agree that any dispute arising from these Clauses shall be resolved by the courts of IRELAND.

Information to be incorporated into Annex 1, Part A of the C2P Standard Contractual Clauses:

<i>Data Exporter's Name</i>	Controller, and any of its commonly owned or controlled affiliates
<i>Data Exporter's Address</i>	To be completed by data exporter
<i>Data Exporter's contact person's name, position, and contact details</i>	To be completed by data exporter
<i>Data Exporter's activities relevant to the data transferred under these Clauses</i>	To be completed by data exporter
<i>Data Exporter's signature and date</i>	To be completed by data exporter
<i>Data Exporter's role</i>	Controller
<i>Data Importer's name</i>	Supplier (Stoneware, Inc.) and its Subcontractors
<i>Data Importer's address</i>	Stoneware, Inc. 8001 Development Drive, Morrisville, NC 27560 United States of America

<i>Data Importer's contact person's name, position and contact details</i>	Dan Verwolf, Director privacy@lanschool.com
<i>Data Importer's activities relevant to the data transferred under these Clauses</i>	As set out in Part B of Annex 1
<i>Data Importer's signature and date</i>	To be completed by data importer
<i>Data Importer's Role</i>	Processor

Information to be incorporated into Annex 1, Parts B and C of the C2P Standard Contractual Clauses:

<i>Categories of data subjects</i>	As set out in Annex A above
<i>Categories of personal data</i>	As set out in Annex A above
<i>Sensitive data</i>	As set out in Annex A above
<i>Frequency of the Transfer</i>	Ongoing frequency, as long as LSA license is active
<i>Nature of the processing</i>	As set out in Annex A above
<i>Purpose of the processing</i>	As set out in Annex A above
<i>Period for which personal data will be retained</i>	As set out in Annex A above
<i>Subject matter, nature and duration of the processing carried out by subprocessors</i>	As set out in Annex B above
<i>Competent Supervisory Authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 to</i>	The supervisory authority that will act as competent supervisory authority will be that of the EU member State where Data Exporter is established in the EU. If Data Exporter (i.e., contracting legal entity) is not established in EU, then the Competent Supervisory Authority will be such of the EU Member State in which the Data Exporter's EU representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established. If the Data Exporter is not established in the EU but does not need to appoint an EU representative, then the Competent Supervisory Authority will be that of the EU Member State in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

Information to be incorporated into Annex 2 of the C2P Standard Contractual Clauses:

<p><i>Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.</i></p>	<p>As set out in Annex C above</p>
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Information to be incorporated into Annex 3 of the C2P Standard Contract Clauses:

<p>List of authorized sub-processors</p>	<p>As set out in Annex B above</p>
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2. United Kingdom (UK)

If Supplier's services are provided to Controller within the United Kingdom, or the nature of the Personal Data triggers the application of the European Union (Withdrawal) Act 2018 (the "UK GDPR") and the Data Protection Act 2018 (the "DPA 2018"), the following additional provisions shall apply:

- (A) Transfers of Personal Data to a recipient in a country considered by the UK's Secretary of State, to provide adequate protection for Personal Data (an "Adequacy Decision") will be permitted under the Agreement(s) without the need for approved UK Standard Contractual Clauses.
- (B) EEA countries shall be deemed to be subject to an Adequacy Decision for the purpose of transfers of Personal Data from the UK to the EEA.
- (C) In the absence of an Adequacy Decision, Controller and Supplier agree to execute approved UK International data transfer addendum to the European Commission's standard contractual clauses for international data transfers (<https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>).

Part 1: Tables / Table 1: Parties

Information to be incorporated into "Part 1: Tables" of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses:		
Start date	As per the above	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name, main address (if a company registered address): As per the information in the 2nd table of the Art. 1. European Economic Area (EEA) in the Annex D</p> <p>Official registration number (if any) (company number or similar identifier): As per customer identified under the Sales Agreement</p>	<p>Full legal name, main address (if a company registered address): As per the information in the 2nd table of the Art. 1. European Economic Area (EEA) in the Annex D</p> <p>Official registration number (if any) (company number or similar identifier): 35-2097171 registered in State of Indiana</p>
Key Contact	<p>Full Name (optional), job title, contact details including email: As per the information in the 2nd table of the Art. 1. European Economic Area (EEA) in the Annex D</p>	<p>Full Name (optional), job title, contact details including email: As per the information in the 2nd table of the Art. 1. European Economic Area (EEA) in the Annex D</p>

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	See Annex D, Art. 1 above
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Table 3: Appendix Information

Annex 1A: List of Parties As set out in in the Art. 1. European Economic Area (EEA) in the Annex D
Annex 1B: Description of Transfer: As set out in Annex A above
Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: Description of Transfer: As set out in Annex C above
Annex III: List of Sub processors (Modules 2 and 3 only): Description of Transfer: As set out in Annex B above

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section Error! Reference source not found. : <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Importer <input type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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Information to be incorporated into “Part 2: Mandatory Clauses” of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses:

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section **Error! Reference source not found.** of those Mandatory Clauses.

3. Switzerland

Insofar as the transfer of Personal Data is subject to the Swiss Federal Act on Data Protection, the parties agree to comply with the EU Standard Contractual Clauses and the following provisions shall apply: (i) the Federal Data Protection and Information Commissioner (FDPIC) will be the competent supervisory authority under Clause 13 of the EU Standard Contractual Clauses; (ii) the Parties agree to abide by the GDPR standard in relation to all Processing of Personal Data that is governed by the Swiss Federal Act on Data Protection; (iii) the EU Standard Contractual Clauses will be governed by the laws of Switzerland in accordance with Clause 17 (Option 1) insofar as the data transfers are governed by the Swiss Federal Act on Data Protection; (iv) the term ‘Member State’ in the EU Standard Contractual Clauses will not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Contractual Clauses; (v) references to the ‘GDPR’ in the EU Standard Contractual Clauses will be understood as references to the Swiss Federal Act on Data Protection insofar as the transfer of Controller Data is subject to the Swiss Federal Act on Data Protection..

4. Brazil

In case of a transfer of Personal Data subject to the Brazil's General Personal Data Protection Law (as amended by Law No. 13.853 of 8 July 2019) ("LGPD"), and Lenovo, Supplier, or both are located in Non-Adequate Countries, the C2P Standard Contractual Clauses as referenced herein shall apply with the following amendments:

- (i) the supervisory authority of the C2P Standard Contractual Clauses shall be the Brazil's National Data Protection Authority (ANPD);
- (ii) the governing law in accordance with Clause 17 of the C2P Standard Contractual Clauses shall be the LGPD;
- (iii) the choice of forum and jurisdiction in accordance with Clause 18 of the C2P Standard Contractual Clauses shall be Brazilian law in case the data transfer is exclusively subject to the LGPD; and
- (iv) any references to the GDPR in the C2P Standard Contractual Clauses shall also include the reference to the equivalent provisions of LGPD (as amended or replaced).

5. South Africa

If Supplier's services are provided to Controller within South Africa or such other jurisdiction subject to the Protection of Personal Information Act (POPIA), the following additional provisions shall apply:

- (A) Data Subject means a natural person who can be identified by reference to a name, unique number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person as well as an identifiable juristic person or legal entity.

6. Australia

The parties agree to use and protect applicable Personal Data in compliance with Australia's Data Privacy Act as amended.

ANNEX E – ADDITIONAL PROVISIONS

1. California Consumer Privacy Act (“CCPA”).

Stoneware, Inc. is a Business. Additionally, Supplier is Customer's Service Provider and will process Personal Data on behalf of Customer.

- d. Supplier shall not sell the Personal Data or Proprietary Information. "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating the information for monetary or other valuable consideration.
- e. Supplier shall not retain, use, or disclose the Personal Data: (a) for any purpose other than for the specific purpose of performing the services set forth in the Agreement for Stoneware, Inc. or as otherwise permitted by the CCPA and its implementing regulations, (b) for a commercial purpose other than providing the services specified in the contract with the business, or (c) outside the direct business relationship between the person and Stoneware, Inc.
- f. This DPA shall serve as Supplier's certification that Supplier understands the CCPA requirements applicable to businesses and service providers, including the restrictions in Cal. Civ. Code § 1798.140(w)(2)(A), and will comply with them.

LAN SCHOOL

PRIVACY STATEMENT

- [About this Statement](#)
- [What information do Stoneware and Lenovo collect and how is the information used?](#)
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About this Statement

This statement was last updated on March 25, 2025. To view the previous LanSchool Privacy Statement, please click [here](#).

What this statement applies to:

Your privacy is important to Lenovo. This privacy statement applies to data collected through products and services provided by Stoneware, Inc. (a Lenovo company) (“Stoneware” or “we”), including LanSchool Air; LanSchool Classic with third party rostering sync solutions; and LanSchool Student (“LanSchool Products”); and applies to available Windows, Mac, Chromebook, Android, and iOS versions of these products. This privacy statement describes the information practices for LanSchool Products, including what types of identifiable information are collected, how Stoneware and Lenovo use information and for what purposes; with whom information is shared; and how Stoneware and Lenovo protect the information. It also describes your choices regarding use, access, correction, and deletion of your personal information, among other topics. For further information regarding LanSchool Products, please review the LanSchool Air Terms of Service, the LanSchool License Agreement, and additional applicable Stoneware policies at <https://lenovosoftware.com/legal>.

What this statement does not apply to:

Lenovo and Stoneware also collect personal information via Lenovo's websites and other products and services. To learn more about our website privacy practices, please visit the Lenovo and Stoneware website privacy statement [here](#). In addition, this statement does not apply to other products and services provided by Stoneware; Lenovo's Intelligent Devices Group (IDG); Lenovo's Infrastructure Solutions Group (ISG); Lenovo's Service & Solutions Group (SSG); the Motorola Mobility business; or to third-party software and other services you install on or access through your LanSchool Products. Please see those third parties' privacy statements and terms of use for more information on their privacy practices. Furthermore, this statement does not apply to certain products licensed by Lenovo to other companies.

Changes to this statement:

If we make a change to this statement, we will make previous versions available so that you can see when changes occurred and what they are. If we make any material changes to this statement, as appropriate, we will notify you by means of a notice on the lenovosoftware.com website; in an applicable LanSchool Product experience; or by an email (sent to the email address specified in your account) at the time the change becomes effective. Where applicable data protection laws require us, we will also seek your consent to any material changes that affect how we use or transfer your personal information. We encourage you to review this page periodically for the latest information on our privacy practices. *To view the previous LanSchool Privacy Statement, please click [here](#).*

What information do Stoneware and Lenovo collect and how is the information used?

Stoneware and Lenovo collect information about you and your LanSchool Product(s) and use this information to keep your LanSchool Product(s) working their best and to help you make the most of them. Please note that, in certain circumstances, if you do not provide us with personal information where needed, we may not be able to provide you with the LanSchool Products, experiences or functionalities that you have requested. The following describes how we collect, use, and share identifiable information, including personal information, in certain LanSchool Product contexts.

Product Registration & Account Creation:

When a customer registers its LanSchool product(s) or service(s) with Stoneware or Lenovo and creates an account with us, we will collect identifiable information, including personal information such as the customer contact's name, address, email address, language, region/country, product type/model, product serial number, date of product registration, activation data about your operating system, and username. The customer also creates a password during registration and account creation. We will use this information to administer your account or profile; authenticate you when you login to LanSchool; provide services that you have requested; and to provide you with communications, including marketing, that you choose to receive from Stoneware and Lenovo.

Keeping Your Products and Services Up-To-Date:

We automatically collect and use certain limited non-personally identifiable information about your LanSchool Product to identify whether the software you are using is the most up-to-date version. We use this information to provide you with software updates (including security updates), to develop new products and software features, and to fix bugs so that your products run smoother and more efficiently.

Helping to Improve Our Products and Services:

We may collect device identifiers and related information, such as device id, serial number, IMEI, MAC address, IP address, and domain names. We use this information to measure use and to improve the content of our sites, products, and services. Aggregated information in this case is not used in such a form that would enable direct connection of any personal information to our visitors or users.

We may also collect certain data on our visitors and users' demographics, interests, and behavior based on the information provided to us when using LanSchool, during a promotion, from surveys, and from our server log files. This information is collected to better understand and serve our users and customers, as well as to determine how we can improve our products and services. This research is compiled and analyzed on an aggregated basis to prevent identification of personal information relating to any one individual.

Customer Service & Quality Monitoring:

Certain LanSchool product and service support activities may also involve you contacting Stoneware and Lenovo or Stoneware and Lenovo contacting you, including by phone, email, or chat. Please note that, in these cases, we may record calls and chat session transcripts for staff training and quality assurance purposes. To provide you with the service or support that you have requested, such as requesting technical support or repair under a warranty for your LanSchool product, Stoneware and Lenovo customer service personnel may also collect and access personal information about you, such as your user profile, account information, contact information, LanSchool product and service identifiers, and information about how you use your LanSchool product(s) and service(s).

Some Stoneware and Lenovo customer service personnel work for service providers that supply such services to Stoneware and Lenovo and its customers and may have access to information about you in this context. Stoneware and Lenovo use data hosting, processing, and communications service providers, such as online chat tools, including those that may be powered by artificial intelligence (AI), to support these activities.

In addition, authorized Stoneware and Lenovo distributors, resellers, or repair providers for LanSchool Products may also have access to certain customer service, quality assurance, and product information described herein to support your product or to provide a service that you have requested, such as repair services under a warranty for your LanSchool Product.

Sales, Marketing, Promotions, Surveys, & Events:

If you choose to receive marketing, advertising, promotional, or event communications from Stoneware, Lenovo, and/or its partners - such as via e-mail or in-product push notifications - or if you choose to participate in an event, contest, or survey, we will collect personal and

nonpersonal information about you to help us manage these campaigns and communications, or to facilitate your participation. We may collect your name, address, email address, phone number, age/date of birth, LanSchool product information and additional personal information you choose to provide. We may also use this information to send you product support notices; announcements; newsletters; and, when allowed by applicable laws, invitations to complete customer satisfaction surveys.

Stoneware, Lenovo, and selected service providers or partners – including marketing, advertising, surveys, and events companies - may also use the information you provide to conduct promotional, customer satisfaction, or product support activities on Stoneware's or Lenovo's behalf or as part of a joint event or promotion between Stoneware or Lenovo and that company. Stoneware and Lenovo may also use data hosting and processing service providers to support these activities, as well as external tools to help us learn more about customer trends, marketing email open/click rates, and so forth. In addition, we may acquire data from third-party sources, such as consumer research firms, to supplement the information that we collect from you.

You will receive transactional communications from Stoneware or Lenovo such as order confirmations. You are not required to subscribe to receive marketing communications to purchase a product from Stoneware or Lenovo. You may choose to unsubscribe by following the instructions included in those communications; by changing your preferences in your account settings; or you can submit a request.

Cookies & Tracking Tools:

To provide an effective, efficient, and customized experience, LanSchool Air, and Stoneware and Lenovo websites may use or may allow our partners to use Internet cookies, clickstream capture, tags, web beacons, web collection forms, analytics, website session replay tools, and related solutions and techniques. These solutions are usually supplied to Stoneware and Lenovo by third parties. Most browsers are initially set up to accept cookies. However, if you prefer not to store cookies, you can choose to:

- not use our sites/services
- set your browser to notify you when you receive a cookie
- set your browser to refuse to accept cookies
- utilize the cookie consent and control options offered by a Stoneware or Lenovo website or product experience (if available and as required by applicable law)
- delete our cookies after visiting our site/service
- use your browser's anonymous usage setting (called "Incognito" in Chrome, "InPrivate" for Edge, "Private Browsing" in Firefox and Safari etc.)

Where required by applicable law, Stoneware and Lenovo will acquire consent from you prior to using certain cookies during your Stoneware or Lenovo website experience and/or will offer you the opportunity to choose which types of cookies to enable or disable. You should understand that some features of LanSchool Air might not function properly if you do not accept cookies. Also, please note that certain Stoneware and Lenovo websites, applications, and services may not respond to Do Not Track signals sent by certain browsers.

For additional information on how cookies and related tools may be used on Lenovo's websites, please visit the [Lenovo Website Privacy Statement](#) and review the section entitled "*Does Lenovo use cookies, tags, pixels, web beacons, analytics and related technologies for online advertising and other purposes?*".

Information Collected from Students (including Minors):

LanSchool Air

LanSchool Air is a classroom device management service. It allows instructors a degree of control over classroom devices using an agent that is installed on the device. LanSchool Air may only be used with minors aged 12 and under by schools (as described in this privacy statement). Customers and companies that are not schools may not use LanSchool Air with minors aged 12 and under. LanSchool Air is not intended or designed for such use.

Schools may choose to use LanSchool Air products for classroom management in an educational setting. Where a school elects to use LanSchool Air, we provide LanSchool Air as a service provider to that school. The account, information, and content associated with LanSchool Air are controlled by the school – not by Stoneware or Lenovo. Stoneware and Lenovo may collect the following information from students through LanSchool Air: Name, Email address, School or system identifier, Username, screenshots, tab metadata, and active tab page content. This information is used to match students using classroom devices with a classroom list created by an instructor or school administrator, and also within the optional feature On-task monitoring (please, refer to the Artificial Intelligence section below for more information) in order to provide a real-time assistance for educators.

Stoneware and Lenovo collect personal information from students through LanSchool Air products for the use and benefit of the school, and for no other commercial purpose. To the extent that a school determines consent from a student's parent or legal guardian is required, Stoneware and Lenovo rely on the school to obtain such consent (including, where applicable, relying on the school to act as the parent's agent and consent to the collection of information from minors on the parent's behalf).

Also, please note that websites operated by Stoneware and Lenovo (including www.lanschool.com) are intended for use by adults only. They are not intended for use by minors aged 12 and under. No information should be submitted to or posted on Stoneware or Lenovo websites by minors aged 12 and under.

If you are a parent or guardian, and you have questions about any of the above, please contact your school. If you believe your child aged 12 and under has provided personal information via LanSchool Air outside of an educational context, please contact Stoneware and Lenovo using the contact information provided below.

LanSchool Air with Student Activity History

LanSchool Air also provides customers, including K-12 schools, with the ability to monitor and react to end-user URL requests (web filtering) and other behaviors such as search and messaging activity that violate customers' appropriate use policies for the devices they control, including in a school/classroom environment. Supported devices will collect and transmit certain data, including data of minors aged 12 and under, to a web application hosted by Lenovo for analysis and, ultimately, policy enforcement by the customers when configured customer policies are violated or conditions met. To provide this functionality, LanSchool Air will host and process/analyze such information as first and last name of the students, employees, or other end-users; email addresses of the end-users; chat messages between teachers and students;

browsing, web search, application usage, and browsing histories of students; and certain other device-identifiable data. The collection, use, sharing, and retention of this information is controlled by the LanSchool Air customer that chooses to install LanSchool Air on supported student devices. This will enable users/teachers, authorized by the customer admin, to monitor student device usage. Therefore, the customer is responsible for providing notice and acquiring any required consents from end-users and/or parents or guardians of minors, including those aged 12 and under.

LanSchool Classic with Third-Party Rostering Sync Solutions

LanSchool Classic on-premises products and services collect, use, and safeguard information where customers integrate LanSchool with third-party rostering sync solutions. Stoneware may collect the following information from students through LanSchool with third-party rostering sync solutions: Name, Email address, School or system identifier, and Username. This information is used to match students using classroom devices with a classroom list created by an instructor or school administrator.

LanSchool Classic may only be used with minors aged 12 and under by schools (as described in this privacy statement). Customers and companies that are not schools may not use LanSchool with minors aged 12 and under. LanSchool is not intended or designed for such use. Schools may choose to use LanSchool products for classroom management in an educational setting. When a school elects to integrate LanSchool with a third-party rostering sync solution, we provide this integration as a service provider to that school. The account, information, and content associated with LanSchool are controlled by the school – not by Stoneware and Lenovo. Stoneware and Lenovo may collect the information set forth above from students who are aged 12 and under through the LanSchool with third-party rostering sync solution integration. This information is used to match students using classroom devices with a classroom list created by an instructor or school administrator.

Stoneware and Lenovo collect personal information from students through LanSchool products for the use and benefit of the school, and for no other commercial purpose. To the extent that a school determines consent from a student's parent or legal guardian is required, Stoneware and Lenovo rely on the school to obtain such consent (including, where applicable, relying on the school to act as the parent's agent and consent to the collection of information from minors on the parent's behalf).

If you are a parent or guardian, and you have questions about any of the above, please contact your school. If you believe your child aged 12 and under has provided personal information via LanSchool outside of an educational context, please contact Stoneware and Lenovo using the contact information provided below.

LanSchool Student (for LanSchool Classic)

LanSchool Student (for LanSchool Classic) operates within the LanSchool environment for Mac, Windows, iOS, Android, and Chromebook. LanSchool Student can obtain a snapshot of a current tab. When requested by a teacher, this snapshot will be transmitted and displayed on the teacher's console. The image will not be stored. This is done to allow teachers to gauge that students are paying attention and staying on-task in a classroom environment and following the school's acceptable use policy. Student snapshots can be viewed by authorized users of the LanSchool Teacher and Tech Consoles. Students' snapshots are only viewable by authorized teachers or administrators within the school. This information is not disclosed to any third

parties. Snapshots are only transferred between Student and Teacher devices on the school's local network.

LanSchool Web Helper Extensions (for LanSchool Classic)

LanSchool Classic uses third-party web extensions (including Google Chrome, Microsoft Edge, and Mozilla Firefox) to collect and store student web browsing histories. This is done to allow teachers to gauge that students are paying attention and staying on task in a classroom environment and following the school's acceptable use policy. Authorized teachers can also block or allow access to websites from student computers based on this information. Only the specific website URLs that are visited are recorded. Student web history information collected by LanSchool Classic is stored securely on student computers and optionally on a LanSchool Reporting Server on the school's local network. This information can be viewed by authorized users of the LanSchool Teacher and Tech Consoles. This information is not disclosed to third parties.

Artificial Intelligence

Certain Lenovo products, applications, and services may use technologies and tools that are powered by machine learning and artificial intelligence. The purpose of these technologies and tools is to deliver and improve our products and services in an ethical way. If a particular Lenovo product, application, or service uses artificial intelligence to process personal data of our customers, consumers, or users, we will describe those practices to the extent applicable and as required by law.

LanSchool provides an optional On-Task Monitoring feature that allows teachers to monitor if students are on track completing tasks assigned to the students. It is to provide real-time assistance for educators, and is not used for any purpose of assessments or decisions that may impact students' rights. Anonymized data is temporarily stored for 45 days.

Additional Information:

Lenovo and Stoneware do not use or disclose sensitive personal information. For consumers located in California, United States, Lenovo and Stoneware adhere to Section 7027(m) of the California Consumer Privacy Act Regulations. Lenovo and Stoneware do not use sensitive personal information to infer characteristics about consumers.

Do Stoneware and Lenovo share personal information with third parties?

Yes. Stoneware and Lenovo contract with other companies, who act as our suppliers to perform services for Stoneware and Lenovo, such as data hosting, processing, marketing, promotions, event sponsorship, product development, and analytics. Such services may require Stoneware to share your information with our service providers. In such cases, we take

steps to ensure that these suppliers to Stoneware are adhering to Stoneware's standards for robust privacy and strong security. Stoneware also relies on other Lenovo businesses and operations globally to provide services to support LanSchool products and services, including for those services listed immediately above.

LanSchool may also contain various links to third-party websites or services that may provide additional information, services, or promotions. These sites and services may be operated independently of Stoneware and Lenovo and have their own separate privacy and data collection practices. Any information you provide to these websites and services will be governed under the terms of their privacy policy, if any. Stoneware and Lenovo have no responsibility or liability for the actions or policies of these independent sites and services and are not responsible for the content or privacy practices of such sites.

The following provide additional details regarding additional third parties who may receive information from Stoneware and Lenovo or via LanSchool products and services:

Google API Service:

Google API is an application programming interface that allows interaction between Google products and services and non-Google products. LanSchool Air utilizes Google sign-in's API to authenticate, authorize and admit the user into the LanSchool Air product. Google end-users who agree to use the API service submit their Google user credentials to Google sign-in to establish a secure connection to the user's Google data. While LanSchool Air does store the instructor's first name, last name, email addresses and Google IDs, LanSchool Air does not store any of the user's Google data. Google's Privacy Policy can be found at <https://www.google.com/policies/privacy/>.

Mergers & Acquisitions:

Circumstances may arise when Stoneware and Lenovo decide to sell, buy, merge, or otherwise reorganize businesses in some countries. You will be notified via email and/or a prominent notice on our website of any change in ownership or use of your personal information, as well as any choices you may have regarding your personal information. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers or receiving it from sellers.

Legal Requirements and to Enforce Stoneware's and Lenovo's Rights:

It is possible that personal information will be subject to judicial or other government subpoenas, warrants, orders, or criminal and anti-fraud investigations. Therefore, when we believe in good faith that the law requires it, we may disclose personal or other information to regulatory or government bodies, courts of law, tribunals, and law enforcement agencies. We may also need to disclose personal or other information to protect our rights, protect your safety or the safety of others, or to investigate theft or fraud. In addition to the above, there may be circumstances that require us to disclose your personal information to other parties, including, but not limited to, legal advisers or debt collection agencies.

Do Stoneware and Lenovo sell personal information?

Neither Stoneware nor Lenovo sell personal information in the context of LanSchool. As described in the sections above, Stoneware and Lenovo may share personal information with third-party service providers and partners so that they may support LanSchool Products, or to provide additional services to Stoneware and Lenovo and its customers and product users. In doing so, Stoneware and Lenovo take appropriate steps to ensure that these service providers and partners are meeting Stoneware's and Lenovo's standards of robust privacy and strong security. If Stoneware or Lenovo decide to sell personal information at any point, we would provide appropriate prior notice and consent opportunities as required by applicable law. Additionally, Lenovo does not share or otherwise communicate to a third party any LanSchool user's personal information for cross-context behavioral advertising purposes.

Do Stoneware and Lenovo transfer personal information internationally?

Lenovo (of which Stoneware is a part) is a global organization, with legal entities, business processes, management structures, and technical systems that cross borders. Therefore, where permitted by law, we may share your personal information within Lenovo (including to subsidiaries, affiliates, and parent companies) or our service providers and business partners and may transfer it to countries in the world where we do business (including, but not limited to, the United States of America, Australia and China). Regardless of where your information is transferred to and resides, our privacy and security practices are designed to provide protection for your personal information globally.

Some countries have privacy laws that are not equivalent to privacy laws in your own country and that your data could be requested by law enforcement agencies in those jurisdictions. In such countries, Lenovo will still handle information in the manner we describe here and will take such measures as are necessary to comply with applicable data protection laws when transferring and processing your information. Where required, Lenovo will also maintain agreements between Lenovo group companies or with Lenovo partners or service providers to govern the transferring, processing, and protection of personal information. To help effectuate transfers of personal information globally including from and within the European Union, European Economic Area, Switzerland, and United Kingdom, Lenovo uses different means to comply with local requirements, including but not limited to Standard Contractual Clauses and government approvals. You can review our basic Data Processor Agreement templates for LanSchool Air Products [here](#).

How long will Stoneware and Lenovo retain personal information?

Stoneware and Lenovo intend to retain information, including personal information, only as long as necessary for business or other compelling purposes; and to securely delete personal information when those purposes of use have been satisfied. We will retain your information, including personal information, for as long as any of the following circumstances apply:

- your account or subscription is active
- to provide you with services or support that you may request
- to ensure required functionality and performance of Stoneware and Lenovo products and websites, including responsibilities under our product warranties

- to comply with applicable laws, including for tax and audit purposes
- to enforce Stoneware's and Lenovo's rights, including litigation and debt collection

Specific data retention practices may be addressed in further detail in the LanSchool Data Processor Agreement and/or other applicable agreements between Stoneware and the customer.

How does Stoneware and Lenovo protect information?

Stoneware and Lenovo use standard technical and organizational measures when we transmit information from our products to our servers, when we store data, and when we share it with third parties. For example, we use encryption when necessary while transmitting sensitive information to keep your information secure. When sharing your information with third parties, we will take reasonable and appropriate steps to contractually require that such parties will protect and use your information responsibly.

LanSchool Products and services may also include security features designed to help you protect the information you store on your Product(s). These may include solutions like encryption; passwords (including strong password creation), PINs, multifactor authentication, and remote control over your Product(s).

However, please remember that no product, software, or data transmission can be guaranteed to be one-hundred percent secure. As a result, while we have taken appropriate steps to protect your product(s) and your information, Stoneware and Lenovo cannot ensure or otherwise warrant the security of your Product(s) or any information you provide to us. By using LanSchool Products, you do so at your own risk.

What are my data protection rights?

Applicable data protection laws may give you the right to control our use and processing of your personal information. These may include the right to (i) request confirmation of, access to, and a copy of your personal information, (ii) request rectification or erasure of your personal information; (iii) object to processing of your personal information; (iv) withdraw your consent*; (v) restrict processing or to opt-out of any sale of your personal information; (vi) data portability; (vii) opt-out of profiling in furtherance of producing legal or significant decisions concerning a consumer (we do not engage in such profiling); (viii) ask us for a list of the third parties to which we disclosed personal information; and appeal any decision regarding your privacy request.

** Where we are using your personal information with your consent, you also have the right to withdraw your consent at any time, though this will not affect our use of your personal information prior to the withdrawal of your consent. In addition, you may have the ability to review, correct, or delete certain personal information via your Lenovo account if you have one and/or via your Lenovo Product or application settings.*

In addition, you may have the ability to review, correct, or delete certain personal information of yours via a Stoneware or Lenovo account if you have one. You may also be able to restrict collection or processing of certain information of yours via device or application settings on your Product.

To further exercise your rights as described above, please [submit a privacy request](#). We will review, respond to, and act upon any such requests in accordance with applicable data protection laws. You also have the right to not be discriminated against for exercising your privacy rights.

If you are an instructor or a school administrator, you have the right to request access to, review, and receive a copy of your personal information or a student's personal information. You may have the right to request that a minor's personal information be deleted, or to prevent further use or online collection of a minor's personal information. If you wish to exercise any of these rights, please [submit a privacy request](#).

If you are a parent or a student, and you wish to exercise rights to review, access, delete, or prevent further use of a minor's personal information, please contact your school.

Please note that we will take steps in accordance with applicable law and our privacy and security standards to verify your identity before granting you access to your personal information or by otherwise complying with your request. If you have a Stoneware or Lenovo account, we may verify your identity by requiring you to sign into your account. If you do not have a Stoneware or Lenovo account or an email address on file with us, then we may request additional limited information from you to verify your identity. Please note that if you do not have an account with Stoneware or Lenovo, or an email address on file, or we are unable to verify your identity in our records, we may deny your request.

You may also use an authorized agent to submit a request under this section on your behalf. If you choose to have an authorized agent submit such a request on your behalf, Stoneware and Lenovo will require: (i) You to provide the authorized agent written permission to do so; and (ii) your agent to verify their identity directly with Stoneware or Lenovo. Stoneware or Lenovo may deny a request from an agent that does not meet these requirements.

In addition, you have the right to raise questions or complaints with your applicable national data protection authority at any time.

How may I contact Stoneware and Lenovo?

To exercise your privacy rights described above, please [submit a privacy request](#).

If you have any additional questions about this privacy statement you can contact us at privacy@lanschool.com, or via U.S. postal mail or other means at the following:

Stoneware, Inc.
Attn: Privacy Department
8001 Development Drive,
Morrisville, NC 27560

For Brazil:

Lenovo Tecnologia (Brazil) Ltda.
Acc: Brazilian Privacy and Data Protection Team
Rua Werner Von Siemens, 111
Lapa de Baixo, São Paulo/SP
CEP 05069-900

Data Protection Officer: Diogo Manganelli

For Singapore:

Lenovo
Attn: Singapore Data Protection Officer
151 Lorong Chuan,
#02-01, New Tech Park,
Singapore 556741

For Japan:

privacy_jp@lenovo.com

For additional LanSchool support resources and contact points, please visit
<https://lenovosoftware.com/support/>.

Exhibit C



Lenovo Accessibility Conformance Report

International Edition

(Based on VPAT® Version 2.5)

Name of Product/Version: Lenovo LanSchool Air v184

Report Date: 8 July 2024

Product Description: Software - Web

Contact Information: compliance@lenovo.com

Evaluation Methods Used:

A combination of manual and guided automatic testing is performed on an extensive set of screens/pages using AMP (Accessibility Management Platform). Evaluation with OS accessibility features including high contrast mode and the sticky keys feature as well as use with only the keyboard is performed throughout the Application. Additionally, testing with assistive technology including the Windows Narrator screen reader is performed alongside evaluation with inspection tools to ensure that all content is available through an accessibility API and operable to users of assistive technology.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.1</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.2</u>	Level A (No) Level AA (No) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)
<u>EN 301 549 Accessibility requirements for ICT products and services - V3.1.1 (2019-11) AND</u> <u>EN 301 549 Accessibility requirements for ICT products and services - V3.2.1 (2021-03)</u>	(No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG Level AAA criteria.

WCAG 2.x Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Sections 10.1-10.4 of Chapter 10 - Non-Web documents, and Sections 11.1-11.4 and 11.8.2 of Chapter 11 - Non-Web Software (open and closed functionality), and Sections 12.1.2 and 12.2.4 of Chapter 12 – Documentation
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)		
Also applies to: EN 301 549 Criteria		
<ul style="list-style-type: none"> • 9.1.1.1 (Web) • 10.1.1.1 (Non-web document) • 11.1.1.1.1 (Open Functionality Software) • 11.1.1.1.2 (Closed Functionality Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508	Supports	All non-text content has a text alternative.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)		
Also applies to: EN 301 549 Criteria		
<ul style="list-style-type: none"> • 9.1.2.1 (Web) • 10.1.2.1 (Non-web document) • 11.1.2.1.1 (Open Functionality Software) • 11.1.2.1.2.1 and 11.1.2.1.2.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508	Not Applicable	Application does not contain prerecorded audio-only or video-only media.
1.2.2 Captions (Prerecorded) (Level A)		
Also applies to: EN 301 549 Criteria	Not Applicable	Application does not contain any prerecorded audio-only media.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 9.1.2.2 (Web) 10.1.2.2 (Non-web document) 11.1.2.2 (Open Functionality Software) 11.1.2.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 		<p>Application does not contain any videos.</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)</u></p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.1.2.3 (Web) 10.1.2.3 (Non-web document) 11.1.2.3.1 (Open Functionality Software) 11.1.2.3.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Not Applicable</p>	<p>Content uses HTML for all structural elements.</p>
<p><u>1.3.1 Info and Relationships (Level A)</u></p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.1.3.1 (Web) 10.1.3.1 (Non-web document) 11.1.3.1.1 (Open Functionality Software) 11.1.3.1.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 	<p>Supports</p>	<p>Page 5 of 29</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 		
<p>1.3.2 Meaningful Sequence (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.1.3.2 (Web) 10.1.3.2 (Non-web document) 11.1.3.2.1 (Open Functionality Software) 11.1.3.2.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Supports</p>	<p>The reading order of the content is intuitive.</p>
<p>1.3.3 Sensory Characteristics (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.1.3.3 (Web) 10.1.3.3 (Non-web document) 11.1.3.3 (Open Functionality Software) 11.1.3.3 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Supports</p>	<p>Instructions do not rely solely on sensory characteristics.</p>
<p>1.4.1 Use of Color (Level A)</p>	<p>Supports</p>	<p>Color is not the only means of conveying information.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.1 (Web) • 10.1.4.1 (Non-web document) • 11.1.4.1 (Open Functionality Software) • 11.1.4.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>1.4.2 Audio Control (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.2 (Web) • 10.1.4.2 (Non-web document) • 11.1.4.2 (Open Functionality Software) • 11.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>The application does not contain any audio output.</p>
<p>2.1.1 Keyboard (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.1 (Web) • 10.2.1.1 (Non-web document) • 11.2.1.1.1 (Open Functionality Software) • 11.2.1.1.2 (Closed Software) 	<p>Supports</p>	<p>Tab keys can be used to navigate within the help system. All active controls have associated key/keyboard functions.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.1.2 No Keyboard Trap (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.2 (Web) • 10.2.1.2 (Non-web document) • 11.2.1.2 (Open Functionality Software) • 11.2.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Keyboard focus is not trapped.</p> <p>Supports</p>	
<p>2.1.4 Character Key Shortcuts (Level A 2.1 and 2.2)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1.4 (Web) • 10.2.1.4 (Non-web document) • 11.2.1.4.1 (Open Functionality Software) • 11.2.1.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p> <p>2.2.1 Timing Adjustable (Level A)</p> <p>Also applies to:</p>	<p>Supports</p>	<p>If a keyboard shortcut is used, there is a mechanism to turn it off and or reconfigure the shortcut.</p> <p>The application provides accessible usage of time based sessions.</p>

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria <ul style="list-style-type: none"> 9.2.2.1 (Web) 10.2.2.1 (Non-web document) 11.2.2.1 (Open Functionality Software) 11.2.2.1 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>2.2.2 Pause, Stop, Hide (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.2.2.2 (Web) 10.2.2.2 (Non-web document) 11.2.2.2 (Open Functionality Software) 11.2.2.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>The application does not have any moving, blinking, scrolling or auto-updating information.</p>
	<p>2.3.1 Three Flashes or Below Threshold (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.2.3.1 (Web) 10.2.3.1 (Non-web document) 11.2.3.1 (Open Functionality Software) 11.2.3.1 (Closed Software) 11.8.2 (Authoring Tool) 	<p>The application does not have any flashing information.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.4.1 Bypass Blocks (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.1 (Web) • 10.2.4.1 (Non-web document) – Does not apply • 11.2.4.1 (Open Functionality Software) – Does not apply • 11.2.4.1 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<p>Supports</p>	<p>User can navigate between application pages.</p>
<p>2.4.2 Page Titled (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.2 (Web) • 10.2.4.2 (Non-web document) • 11.2.4.2 (Open Functionality Software) - Does not apply • 11.2.4.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Windows and dialog titles describe the top or purpose.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>2.4.3 Focus Order (level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.3 (Web) • 10.2.4.3 (Non-web document) • 11.2.4.3 (Open Functionality Software) • 11.2.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Focus order of application is logical.</p>
<p>2.4.4 Link Purpose (In Context) (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.4 (Web) • 10.2.4.4 (Non-web document) • 11.2.4.4 (Open Functionality Software) • 11.2.4.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>The purpose of each link is indicated in the link text.</p>
<p>2.5.1 Pointer Gestures (Level A 2.1 and 2.2)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.5.1 (Web) • 10.2.5.1 (Non-web document) • 11.2.5.1 (Open Functionality Software) 	<p>Supports</p>	<p>If multi-point or path-based gestures are used, there is an equivalent single point activation method.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.5.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		<p>Down-event activation and up-event activation can reverse effects. Down-event activations that are completed with up-event activations, like draft-and-drop, provide a way to cancel before completion.</p>
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2)	<p>Also applies to:</p> <ul style="list-style-type: none"> EN 301 549 Criteria 9.2.5.2 (Web) 10.2.5.2 (Non-web document) 11.2.5.2 (Open Functionality Software) 11.2.5.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) 	<p>Supports</p>
2.5.3 Label in Name (Level A 2.1 and 2.2)	<p>Also applies to:</p> <ul style="list-style-type: none"> EN 301 549 Criteria 9.2.5.3 (Web) 10.2.5.3 (Non-web document) 11.2.5.3.1 (Open Functionality Software) 11.2.5.3.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) 	<p>Visible text labels match accessible names.</p>
2.5.4 Motion Actuation (Level A 2.1 and 2.2)	<p>Also applies to:</p> <ul style="list-style-type: none"> EN 301 549 Criteria 9.2.5.4 (Web) 10.2.5.4 (Non-web document) 11.2.5.4 (Open Functionality Software) 11.2.5.4 (Closed Software) 	<p>Supports</p> <p>If device or user motion is used, an alternative input method is provided.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>		
<p><u>3.1.1 Language of Page</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.1.1 (Web) <ul style="list-style-type: none"> • 10.3.1.1 (Non-web document) • 11.3.1.1.1 (Open Functionality Software) • 11.3.1.1.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>The application specifies a language.</p>
<p><u>3.2.1 On Focus</u> (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.3.2.1 (Web) <ul style="list-style-type: none"> • 10.3.2.1 (Non-web document) • 11.3.2.1 (Open Functionality Software) • 11.3.2.1 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p>	<p>Context is not changed when focus changes occur.</p>
<p><u>3.2.2 On Input</u> (Level A)</p> <p>Also applies to:</p>	<p>Supports</p>	<p>Focus is not forcibly shifted on input.</p>

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria <ul style="list-style-type: none"> 9.3.2.2 (Web) 10.3.2.2 (Non-web document) 11.3.2.2 (Open Functionality Software) 11.3.2.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 		
	3.2.6 Consistent Help (Level A 2.2 only) EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply	Not Evaluated Error messages are indicated.
<u>3.3.1 Error Identification</u> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> 9.3.3.1 (Web) 10.3.3.1 (Non-web document) 11.3.3.1.1 (Open Functionality Software) 11.3.3.1.2 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 		Supports Error messages are indicated.
<u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> 9.3.3.2 (Web) 10.3.3.2 (Non-web document) 		Supports Instructions and/or labels are provided when user input is requested.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.3.3.2 (Open Functionality Software) • 11.3.3.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>3.3.7 Redundant Entry (Level A 2.2 only)</p> <p>EN 301 549 Criteria – Does not apply</p> <p>Revised Section 508 – Does not apply</p>	Not Evaluated	
<p>4.1.1 Parsing (Level A)</p> <p>Applies to:</p> <p>WCAG 2.0 and 2.1 – Always answer 'Supports'</p> <p>WCAG 2.2 (obsolete and removed) - Does not apply</p> <p>EN 301 549 Criteria</p>	<p>Supports</p> <ul style="list-style-type: none"> • 9.4.1.1 (Web) • 10.4.1.1 (Non-web document) • 11.4.1.1.1 (Open Functionality Software) • 11.4.1.1.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 	
<p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) <p>4.1.2 Name, Role, Value (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.4.1.2 (Web) • 10.4.1.2 (Non-web document) • 11.4.1.2.1 (Open Functionality Software) 	<p>Supports</p>	All user interface components have the name and role indicated.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.4.1.2.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 		
Revised Section 508		
<ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)		
Also applies to: EN 301 549 Criteria		
<ul style="list-style-type: none"> • 9.1.2.4 (Web) • 10.1.2.4 (Non-web document) • 11.1.2.4 (Open Functionality Software) • 11.1.2.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 	<ul style="list-style-type: none"> • 11.1.2.4 (Open Functionality Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 	Application does not contain live audio-only media.
Revised Section 508		
<ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
1.2.5 Audio Description (Prerecorded) (Level AA)		
Also applies to: EN 301 549 Criteria		
<ul style="list-style-type: none"> • 9.1.2.5 (Web) • 10.1.2.5 (Non-web document) • 11.1.2.5 (Open Functionality Software) 		Application does not contain prerecorded video-only media.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.1.2.5 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		<p>The user can change the display orientation to either portrait or landscape.</p>
<p>1.3.4 Orientation (Level AA 2.1 and 2.2)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.4 (Web) • 10.1.3.4 (Non-web document) • 11.1.3.4 (Open Functionality Software) • 11.1.3.4 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Supports</p>	<p>Common user input fields allow autocomplete.</p>
<p>1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.3.5 (Web) • 10.1.3.5 (Non-web document) • 11.1.3.5.1 (Open Functionality Software) • 11.1.3.5.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Supports</p>	<p>Text and images of text have sufficient color contrast.</p>
<p>1.4.3 Contrast (Minimum) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.3 (Web) 	<p>Supports</p>	<p>Page 17 of 29</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 10.1.4.3 (Non-web document) • 11.1.4.3 (Open Functionality Software) • 11.1.4.3 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>1.4.4 Resize text (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.4 (Web) • 10.1.4.4 (Non-web document) • 11.1.4.4.1 (Open Functionality Software) • 11.1.4.4.2 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Supports</p> <p>Operating System text size preferences are preserved by the application.</p>	<p>Text is used instead of images of text whenever possible.</p>
<p>1.4.5 Images of Text (Level AA)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.5 (Web) • 10.1.4.5 (Non-web document) • 11.1.4.5.1 (Open Functionality Software) • 11.1.4.5.2 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 		

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>1.4.10 Reflow (Level AA 2.1 and 2.2)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.10 (Web) • 10.1.4.10 (Non-web document) • 11.1.4.10 (Open Functionality Software) • 11.1.4.10 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Supports</p>	Content reflows and does not require two directional scrolling.
<p>1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.11 (Web) • 10.1.4.11 (Non-web document) • 11.1.4.11 (Open Functionality Software) • 11.1.4.11 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508 – Does not apply</p>	<p>Supports</p>	Graphical, charts, infographics, if used, as well as user interface components have sufficient contrast.
<p>1.4.12 Text Spacing (Level AA 2.1 and 2.2)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.1.4.12 (Web) • 10.1.4.12 (Non-web document) • 11.1.4.12 (Open Functionality Software) • 11.1.4.12 (Closed Software) • 11.8.2 (Authoring Tool) 	<p>Supports</p>	There is no loss of content or functionality when overriding the text spacing.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply		
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 – Does not apply	<ul style="list-style-type: none"> • 9.1.4.13 (Web) • 10.1.4.13 (Non-web document) • 11.1.4.13 (Open Functionality Software) • 11.1.4.13 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 	Content that appears on hover may be moved over with a pointer without disappearing. It is persistent until dismissed, not valid, or the trigger is removed.
2.4.5 Multiple Ways (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.4.5 (Web) • 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<ul style="list-style-type: none"> • 9.2.4.5 (Web) • 10.2.4.5 (Non-web document) – Does not apply • 11.2.4.5 (Open Functionality Software) – Does not apply • 11.2.4.5 (Closed Software) – Does not apply • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 	There is more than one way to locate a document in a set of documents.
2.4.6 Headings and Labels (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document) • 11.2.4.6 (Open Functionality Software) 	<ul style="list-style-type: none"> • 9.2.4.6 (Web) • 10.2.4.6 (Non-web document) • 11.2.4.6 (Open Functionality Software) 	Headings and labels are properly labeled.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.4.6 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.4.7 Focus Visible (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4.7 (Web) • 10.2.4.7 (Non-web document) • 11.2.4.7 (Open Functionality Software) • 11.2.4.7 (Closed Software) • 11.8.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Keyboard focus is indicated visually.</p> <p>Supports</p>	
<p>2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)</p> <p>EN 301 549 Criteria – Does not apply</p> <p>Revised Section 508 – Does not apply</p>	<p>Not Evaluated</p>	
<p>2.5.7 Dragging Movements (Level AA 2.2 only)</p> <p>EN 301 549 Criteria – Does not apply</p> <p>Revised Section 508 – Does not apply</p>	<p>Not Evaluated</p>	
<p>2.5.8 Target Size (Minimum) (Level AA 2.2 only)</p> <p>EN 301 549 Criteria – Does not apply</p> <p>Revised Section 508 – Does not apply</p>	<p>Not Evaluated</p>	
<p>3.1.2 Language of Parts (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p>	<p>Supports</p>	<p>Changes in natural language are identified.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 9.3.1.2 (Web) 10.3.1.2 (Non-web document) 11.3.1.2 (Open Functionality Software) – Does not apply 11.3.1.2 (Closed Software) – Does not apply 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Pages use consistent navigation structure.</p>	<p>Supports</p>
<p><u>3.2.3 Consistent Navigation</u> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.3.2.3 (Web) 10.3.2.3 (Non-web document) – Does not apply 11.3.2.3 (Open Functionality Software) – Does not apply 11.3.2.3 (Closed Software) – Does not apply 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs <p><u>3.2.4 Consistent Identification</u> (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.3.2.4 (Web) 10.3.2.4 (Non-web document) – Does not apply 11.3.2.4 (Open Functionality Software) – Does not apply 11.3.2.4 (Closed Software) – Does not apply 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 	<p>Supports</p>	<p>Images and controls are consistently identified.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 		
<p>3.3.3 Error Suggestion (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.3.3.3 (Web) 10.3.3.3 (Non-web document) 11.3.3.3 (Open Functionality Software) 11.3.3.3 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Supports</p> <p>Suggestions for error messages are provided.</p>	
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> 9.3.3.4 (Web) 10.3.3.4 (Non-web document) 11.3.3.4 (Open Functionality Software) 11.3.3.4 (Closed Software) 11.8.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) <p>Revised Section 508</p> <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	<p>Not Applicable</p> <p>Application does not include any legal commitments or financial data.</p>	
<p>3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)</p>		<p>Not Evaluated</p>

Criteria	Conformance Level	Remarks and Explanations
EN 301 549 Criteria – Does not apply Revised Section 508 – Does not apply		
4.1.3 Status Messages (Level AA 2.1 and 2.2)		

Also applies to:

- EN 301 549 Criteria
 - 9.4.1.3 (Web)
 - 10.4.1.3 (Non-web document)
 - 11.4.1.3 (Open Functionality Software)
 - 11.4.1.3 (Closed Software) – Does not apply
 - 11.8.2 (Authoring Tool)
 - 12.1.2 (Product Docs)
 - 12.2.4 (Support Docs)
- Revised Section 508 – Does not apply

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision	Supports	All controls have visual symbols or characters with good contrast, usually light symbols on dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color	Supports	Color alone is not used to communicate information.

Criteria	Conformance Level	Remarks and Explanations
302.4 Without Hearing	Supports	Audible mode of operation is not provided.
302.5 With Limited Hearing	Supports	Audible mode of operation is not provided.
302.6 Without Speech	Supports	User speech is not required.
302.7 With Limited Manipulation	Supports	Controls and buttons can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
302.8 With Limited Reach and Strength	Supports	Controls and buttons can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls and buttons can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	Labeling is used consistently. Error messages are indicated.

Chapter 4: Hardware – Not Applicable

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	Application does not interfere with accessibility features provided by the operating system.
502.2.2 No Disruption of Accessibility Features	Supports	Application does not interfere with accessibility features provided by the operating system.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
502.3.1 Object Information	Supports	Objects provide textual names, descriptions, role, state and values.
502.3.2 Modification of Object Information	Supports	States and properties that can be set by the user can be set programmatically through assistive technology.
502.3.3 Row, Column, and Headers	Supports	All table header cells are identified and the relationship between the header and the data cells are provided.
502.3.4 Values	Supports	Any progress bar values are provided in a textual manner. Current value and any sets or ranges or allowable values are programmatically determinable.
502.3.5 Modification of Values	Supports	Values that can be set by the user are capable of being set programmatically.
502.3.6 Label Relationships	Supports	All controls and form elements have labels.
502.3.7 Hierarchical Relationships	Supports	Control hierarchy and sensory information is indicated in text.
502.3.8 Text	Supports	Text is displayed using proper operating system functions.
502.3.9 Modification of Text	Supports	Editable text that can be set by the user can be set programmatically.
502.3.10 List of Actions	Supports	A programmatically determinable list of all actions that can be executed on an object is provided.
502.3.11 Actions on Objects	Supports	Application allows assistive technology to programmatically execute available actions on objects.
502.3.12 Focus Cursor	Supports	Controls expose programmatic focus.
502.3.13 Modification of Focus Cursor		Focus, text insertion point, and selection attributes that can be set by the user are capable of being set programmatically.
502.3.14 Event Notification	Supports	Focus and properly change events occur accurately.

Criteria	Conformance Level	Remarks and Explanations
502.4 Platform Accessibility Features	Supports	Platform and platform software conform to accessibility requirements.
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	Application preserves preferences set by the user in the operating system.
503.3 Alternative User Interfaces	Not Applicable	The application does not provide an alternative user interface that functions as assistive technology.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	Application does not contain audio-only or video-only media. Application does not include caption controls.
503.4.2 Audio Description Controls	Not Applicable	Application does not contain audio-only or video-only media. Application does not include any audio description controls.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	Application does not contain authoring tools.
504.2.2 PDF Export	Not Applicable	Application does not contain authoring tools.
504.3 Prompts	Not Applicable	Application does not contain authoring tools.
504.4 Templates	Not Applicable	Application does not contain authoring tools.

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
602.2 Accessibility and Compatibility Features	Supports	<p>Application documentation is available online in an accessible format at https://www.lenovo.com/support</p> <p>VPATs are available at https://www.lenovo.com/us/en/compliance/vpats</p>
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Not Applicable	Documentation is available in electronic format.
603 Support Services	Heading cell – no response required	<p>Heading cell – no response required</p> <p>Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the application documentation.</p>
603.2 Information on Accessibility and Compatibility Features	Supports	<p>Product Accessibility Page</p> <p>https://www.lenovo.com/us/en/compliance/product-accessibility/</p>
603.3 Accommodation of Communication Needs	Supports	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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