# COUNTY OF HENRICO
## DEPARTMENT OF FINANCE
## PURCHASING DIVISION
## CONTRACT EXTRACT
## NOTICE OF AWARD/RENEWAL

| | |
|---|---|
| DATE: | September 1, 2025 |
| | |
| CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)* | Digital Creation Programs for PK-12 |
| | |
| CONTRACT NUMBER: | 2625C |
| | |
| COMMODITY CODE: | 204.47 |
| | |
| CONTRACT PERIOD: | September 11, 2025 through September 10, 2026 |
| RENEWAL OPTIONS: | 3 optional 1 yr. renewals |
| USER DEPARTMENT: | Schools |
| Contact Name: | Kennedy Venaglia |
| Phone Number: | 804-652-3640 |
| Email Address: | kwvenaglia@henrico.k12.va.us |
| HENRICO COOPERATIVE TERMS INCLUDED: | YES |
| SUPPLIER: Name: | WeVideo. Inc. |
| Address: | 25422 Trabucco Rd, Ste 105-544 |
| City, State: | Lake Forest, CA 92630 |
| Contact Name: | Bonnie Surma |
| Phone Number: | 650-800-7973 |
| Email address: | bonnie@wevideo.com |
| ORACLE SUPPLIER NUMBER: | 324592 |
| | |
| BUSINESS CATEGORY: | Non-SWaM |
| PAYMENT TERMS: | Net 45 |
| | |
| DELIVERY: | As needed and requested |
| | |
| FOB: | Destination |
| | |
| BUYER: Name: | Justin M. Herbaugh, VCO, VCA |
| Title: | Procurement Analyst III |
| Phone: | 804-501-5680 |
| Email: | Her034@henrico.gov |

**This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.**

COMMONWEALTH OF VIRGINIA
# County of Henrico

### Non-Professional Services Contract
### Contract No. 2625C

This Non-Professional Services Contract (this "Contract") entered into this ___ day of August 2024, by WeVideo, Inc. (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

**WHEREAS** HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2625-1ARA, as modified by Addendum 1 dated April 8, 2024, and Addendum 2 dated April 9, 2024 (the "Request for Proposals"), for Digital Creation Programs for PK-12 for Henrico County Public Schools.

**WITNESSETH** that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with the Best and Final Offer (BAFO), (Exhibit C).

**CONTRACT TERM:** The Contract term shall be for a period of 1 year beginning August 1, 2024, and ending July 31, 2025. HCPS may renew the Contract for up to four optional 1-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor.
2. The License Agreement Addendum (Exhibit A).
3. The Virginia School Data Privacy Addendum (Exhibit B)
4. The General Contract Terms and Conditions included in the Request for Proposals.
5. Contractor's Best and Final Offer dated July 9, 2024 (Exhibit C).
6. Contractor's Original Proposal dated April 15, 2024 (Exhibit D).
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

WeVideo, Inc.

25422 Trabuco Road, Suite 105-544
Lake Forest, CA 92630

_Ashton Robbins_
Ashton Robbins (Aug 27, 2024 17:00 EDT)
Signature

**Ashton Robbins**  VP of Global Sales
Printed Name and Title

**Aug 27, 2024**
Date

County School Board of Henrico County,
Virginia
P.O. Box 23120
Henrico, VA  23223

_[signature]_
Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Purchasing Director

9/11/24
Date

**APPROVED AS TO FORM**
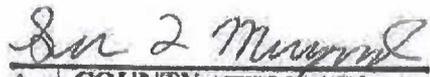
_[signature]_
Asst. **COUNTY ATTORNEY** 8/30/2024

## EXHIBIT A

## LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] ("**County**") and WeVideo, Inc., a Delaware corporation, ("**Licensor**"), are entering into Contract 2625C Digital Creation Programs for PK-12 for Henrico County Public Schools ("**Agreement**"). Licensor has requested that its WeVideo Terms of Use ("**Contract**") be incorporated by reference into the Agreement. This License Agreement Addendum ("**LAA**") (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder ("**Software**"), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
    A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
    B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
    C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
    D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
    E. Requiring the County to maintain insurance for Licensor's benefit;
    F. Granting Licensor a security interest in any property of the County;
    G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County's officers, agents, and employees;
    H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
    I. Restricting or prohibiting the County's selection and approval of counsel or approval of any settlement;
    J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
    K. Obligating the County to pay costs of collection or attorney's fees;
    L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
    M. Requiring the County to limit its rights or waive its remedies at law or in equity;
    N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
    O. Limiting the liability of Licensor for property damage, death, or personal injury;
    P. Capping the County's damages or excluding types of damages available to the County;

Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;

R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

S. Requiring that the County waive any immunity to which it is lawfully entitled;

T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

U. Obligating the County beyond approved and appropriated funding;

V. Permitting Licensor to unilaterally modify the Contract;

W. Having the Contract supersede agreements negotiated by the parties;

X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;

Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;

Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or

AA.  Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.

2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.

5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.

7. This LAA and the Agreement shall take effect simultaneously.

8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.
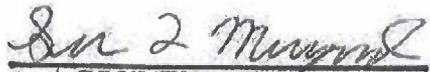
WeVideo, Inc.

County School Board of Henrico County, Virginia

_Ashton Robbins (Aug 27, 2024 17:01 EDT)_
Signature

Signature

Ashton Robbins  VP of Global Sales

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

Printed Name and Title

Purchasing Director

Aug 27, 2024

9/11/24

Date

Date

**APPROVED AS TO FORM**

Asst. **COUNTY ATTORNEY**  8/30/2024

Attachment H

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the

County School Board of Henrico County, Virginia (hereinafter referred to as "Division") and

WeVideo, Inc (hereinafter referred to as "Provider") on

4/12/2024 The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS,** the Provider has agreed to provide the Division with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

**WHEREAS,** in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 et. seq.; and

**WHEREAS,** the documents and data transferred from Virginia Divisions and created by the Provider's Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

**WHEREAS,** the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS,** the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE,** for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

1.      **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit "C") transmitted to Provider from the Division pursuant to Exhibit "A", including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit "C") from Pupil Records (as defined in Exhibit "C") are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2.      **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

WeVideo for Schools, a collaborative online video recording/editing/creating/sharing interactivity platform

3.    **Division Data to Be Provided**. In order to perform the Services described in this Article and Exhibit "A", Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

See Exhibit B

4.    **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.

4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

## ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

## ARTICLE IV: DUTIES OF PROVIDER

1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.

2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the Division who has provided prior written consent for such transfer.

5) **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsections below, provider shalt dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

   a) **Partial Disposal During the Term of Service Agreement**. Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

   b) **Complete Disposal upon Termination of Service Agreement**. Upon termination of the service agreement provider shall dispose or securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.

6) **Advertising Prohibition**. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.

7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

    b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

    c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

    d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

    e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

    f. **Backups and Audit Trails, Data Authenticity and Integrity**. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

    g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the

    i. date, estimated date, or date range of the loss or disclosure;

    i. Division Data that was or is reasonably believed to have been lost or disclosed;

    ii. remedial measures taken or planned in response to the loss or disclosure.

c. immediately take action to prevent further access;

d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;

e. cooperate with Division efforts to communicate to affected parties.

f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.

g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

## ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
## ARTICLE VII: MISCELLANEOUS

**A.** **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.

**B.** **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

**C.** **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure asuccessful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.

**D.** **Effect of Termination Survival**. If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

**E.** **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

**F.** **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties

**G.** **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

**H.** **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

**I.** **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

J. <u>Waiver</u>. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

K. <u>Successors Bound:</u> This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

L. <u>Electronic Signature:</u> The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

M. <u>Notice</u>. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

   a. **Designated Representatives**

   The designated representative for the Provider for this Agreement is:

   | | |
   |---|---|
   | Name: | Jonathan Huang |
   | Title: | Director of Information Security |
   | Address: | 25422 Trabuco Rd, #105-544, Lake Forest, CA 92630 |
   | eMail: | jonathan@wevideo.com |
   | Phone: | 650-800-3400 |

   The designated representative for the Division for this Agreement is:

   | | |
   |---|---|
   | Name: | Brian Maddox |
   | Title: | Director of Technology |
   | Address: | 3820 Nine Mile Road, Henrico, VA  23223 |
   | eMail: | bemaddox@henrico.k12.va.us |
   | Phone: | 804-328-5220 |

   b. **Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

| | |
|---|---|
| Name: | Jonathan Huang |
| Title: | Director of Information Security |
| Address: | 25422 Trabuco Road, Suite 105-544 Lake Forest, CA 92630 |
| eMail: | jonathan@wevideo.com |
| Phone: | 650-800-3400 |

[*Signature Page Follows*]

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

**IN WITNESS WHEREOF,** the parties have executed this Virginia Student Data

Privacy Agreement as of the last day noted below.

Provider Signature

Date: 4/12/24

Printed Name: Jonathan Huang

Title: Director of Information Security


Division Signature *John B. Wack*

Date: 9/3/2024

Printed Name: John B. Wack

Title: Chief Financial Officer

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "A"

### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

WeVideo for Schools, a collaborative online video recording/editing/creating/sharing interactivity platform

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "B"

### SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system |
|---|---|---|
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | ☑ |
| | Other application technology meta data- Please specify: | ☑ user agent string |
| Application Use Statistics | Meta data on user interaction with application | ☑ |
| Assessment | Standardized test scores | ☐ |
| | Observation data | ☐ |
| | Other assessment data-Please specify: | ☐ |
| Attendance | Student school (daily) attendance data | ☐ |
| | Student class attendance data | ☐ |
| Communications | Online communications that are captured (emails, blog entries) | ☐ |

| | | |
|---|---|---|
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | ☐ |
| | Place of Birth | ☐ |
| | Gender | ☐ |
| | Ethnicity or race | ☐ |
| | Language information (native, preferred or primary language spoken by student) | ☐ |
| | Other demographic information- Please specify: | ☐ |
| Enrollment | Student school enrollment | ☐ |
| | Student grade level | ☐ |
| | Homeroom | ☐ |
| | Guidance counselor | ☐ |
| | Specific curriculum programs | ☐ |
| | Year of graduation | ☐ |
| | Other enrollment information- Please specify: | ☐ |
| Parent/Guardian Contact Information | Address | ☐ |
| | Email | ☐ |
| | Phone | ☐ |

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

| Category | Item | Check |
|---|---|---|
| Parent/ Guardian ID | Parent ID number (created to link parents to students) | ☐ |
| Parent/ Guardian Name | First and/or Last | ☐ |
| Schedule | Student scheduled courses | ☐ |
| Schedule | Teacher names | ☐ |
| Special Indicator | English language learner information | ☐ |
| Special Indicator | Low income status | ☐ |
| Special Indicator | Medical alerts /health data | ☐ |
| Special Indicator | Student disability information | ☐ |
| Special Indicator | Specialized education services (IEP or 504) | ☐ |
| Special Indicator | Living situations (homeless/ foster care) | ☐ |
| Special Indicator | Other indicator information- Please specify: | ☐ |
| Student Contact Information | Address | ☐ |
| Student Contact Information | Email | ☑ |
| Student Contact Information | Phone | ☐ |
| Student Identifiers | Local (School district) ID | ☐ |

| Category | Item | Check |
|---|---|---|
| | number | ☐ |
| | State ID number | ☐ |
| | Provider/App assigned student ID number | ☐ |
| | Student app username | ☐ |
| | Student app passwords | ☐ |
| Student Name | First and/or Last | ☑ |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | ☐ |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | ☐ |
| Student Survey Responses | Student responses to surveys or questionnaires | ☑ |
| Student work | Student generated content; writing, pictures etc. | ☑ |
| | Other student | ☐ |

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

| | | |
|---|---|---|
| | work data - Please specify: | ☐ |
| | | |
| Transcript | Student course grades | ☐ |
| | Student course data | ☐ |
| | Student course grades/performance scores | ☐ |
| | Other transcript data -Please specify: | ☐ |
| Transportation | Student bus assignment | ☐ |
| | Student pick up and/or drop off location | ☐ |
| | Student bus card ID number | ☐ |

| | | |
|---|---|---|
| | Other transportation data -Please specify: | ☐ |
| | | |
| Other | Please list each additional data element used, stored or collected by your application | ☐ |

No Student Data Collected at this time ☐.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "C"
DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider's specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, including "directory information" as defined by §22.1-287.1 of the Code of Virginia".

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official**: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division**: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party**: The term "Third Party" means an entity that is not the Provider or Division.

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

    ☐ Disposition is Complete. Disposition extends to all categories of data.

    ☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

    [Insert categories of data]

2. Nature of Disposition

    ☐ Disposition shall be by destruction or secure deletion of data.

    ☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

    [Insert or attach special instructions.]

3. Timing of Disposition

    Data shall be disposed of by the following date:

    ☐ As soon as commercially practicable

    ☐ By (Insert Date]

4. Signature of Authorized Representative of Division

    BY:_____    Date: _____

    Printed Name:_____    Title/Position:_____

5. Verification of Disposition of Data

    BY:_____    Date: _____

    Printed Name:_____    Title/Position:_____

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: _Jonathan Huang_     Date: _4/12/24_

Printed Name: _Jonathan Huang_     Title/Position: _Director of Information Security_

### 2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____     Date: _____

Printed Name: _____     Title/Position _____

### TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: _Jonathan Huang_     Date: _4/12/24_

Printed Name: _Jonathan Huang_     Title/Position: _Director of Information Security_

Email Address _jonathan@wevideo.com_

Exhibit C

# wevideo

## Price Quote/Proposal

*Date:* 7/9/2024 18:13:50
*Number:* WVS-1369687

| *Remit Payment To:* | *Customer Information:* | *Expires:* 7/17/2024 |
|---|---|---|
| WeVideo, Inc. | Doug Saunders | *Contact:* Bonnie Surma |
| P.O. Box 103175 | | Customer Success Manager |
| Pasadena, CA 91189-3175 | Henrico County School Public Schools | bonnie@wevideo.com |
| Fax: 408-819-9441 | 3820 Nine Mile Road | |
| | Henrico, VA 23223 | |

*Notes:*

*Your legacy pricing discount expires upon any reduction of seats licensed or cancellation of your subscription.*

Henrico County School Public Schools is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Henrico County School Public Schools is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Henrico County School Public Schools recieves 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Henrico County School Public Schools below:

| | Product/Description | | Total Extended Price |
|---|---|---|---|
| 55000 users | WeVideo for Schools Annual Subscription *without* Interactivity | | $78,928.55 |
| -20.25% | *Less: legacy pricing discount* | | -$15,981.05 |
| | | | |
| | *Includes six virtual professional development units.* | | |
| | | | |

| | | |
|---|---|---|
| Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption | **Subtotal** | $62,947.50 |
| Quote is valid for terms as stated above and below | Tax (exempt?) | |
| All prices in US Dollars ($) | **Total** | $62,947.50 |

SECTION I - Term length and subscription term discount options (CHECK ONE):

| | | | | |
|---|---|---|---|---|
| [   ] | Purchase 12 months/1 year subscription | billed anually: | **$62,947.50** | |
| [   ] | Purchase 24 months/2 year subscription | prepay: | **$113,305.50** | and save 10% on license* |
| [   ] | Purchase 36 months/3 year subscription | prepay: | **$160,516.13** | and save 15% on license* |
| [   ] | Purchase 48 months/4 year subscription | prepay: | **$201,432.00** | and save 20% on license* |
| [   ] | Purchase 60 months/5 year subscription | prepay: | **$236,053.13** | and save 25% on license* |

*if pre-paying for multi-year license, please take amount above, then add any additional Professional Development or optional items back into total. Or, contact your Customer Success Manager.*

SECTION II - Purchase Order Requirement (CHECK ONE):

[   ]    Yes, a school/district Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.

[   ]    No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

**School/District:** Henrico County School Public Schools
**Contact:** Doug Saunders

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| SECTION III - COMPLETE **ALL** FIELDS: | **REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT** |
|---|---|

**SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)**
This is the person to whom the WeVideo account will be provisioned, whomever willbe the active license manager.

School/district name — Henrico County School Public Schools

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner Fist Name

Admin/owner Last Name

Admin/owner **Email**

Job title/role

Phone Number

**BILLING INFORMATION**

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payabe Phone Number

**PROPOSAL ACCEPTANCE**
School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____  Date _____

Print Name

Print Title

## Price Quote/Proposal

| Remit Payment To: | Customer Information: | Expires: | 7/17/2024 |
|---|---|---|---|
| WeVideo, Inc. | Doug Saunders | **Contact:** | Bonnie Surma |
| P.O. Box 103175 | | | Customer Success Manager |
| Pasadena, CA 91189-3175 | Henrico County School Public Schools | | bonnie@wevideo.com |
| Fax: 408-819-9441 | 3820 Nine Mile Road | | |
| | Henrico, VA 23223 | | |

**Notes:**

*Your legacy pricing discount expires upon any reduction of seats licensed or cancellation of your subscription.*

Henrico County School Public Schools is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Henrico County School Public Schools is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Henrico County School Public Schools recieves 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Henrico County School Public Schools below:

| | Product/Description | | | Total Extended Price |
|---|---|---|---|---|
| 55000 users | WeVideo for Schools Annual Subscription *with* Interactivity | | | $98,660.69 |
| *-15.00%* | *Less: Full District Interactivity pricing discount* | | | *-$14,799.10* |
| | | | | |
| | *\*Includes WeVideo Interactivity virtual onboarding and training and six virtual professional development units.* | | | |
| | | | | |
| | | | **Subtotal** | $83,861.58 |
| *Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption* | | | **Tax (exempt?)** | |
| *Quote is valid for terms as stated above and below* | | | | |
| *All prices in US Dollars ($)* | | | **Total** | $83,861.58 |

### SECTION I - Term length and subscription term discount options (CHECK ONE):

| [  ] | Purchase 12 months/1 year subscription | billed anually: | **$83,861.58** | |
| --- | --- | --- | --- | --- |
| [  ] | Purchase 24 months/2 year subscription | prepay: | **$150,950.85** | and save 10% on license* |
| [  ] | Purchase 36 months/3 year subscription | prepay: | **$213,847.04** | and save 15% on license* |
| [  ] | Purchase 48 months/4 year subscription | prepay: | **$268,357.07** | and save 20% on license* |
| [  ] | Purchase 60 months/5 year subscription | prepay: | **$314,480.94** | and save 25% on license* |

*\*if pre-paying for multi-year license, please take amount above, then add any additional Professional Development or optional items back into total. Or, contact your Customer Success Manager.*

### SECTION II - Purchase Order Requirement (CHECK ONE):

[  ]      Yes, a school/district Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.

[  ]      No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

# we video

## Price Quote/Proposal

**School/District:** Henrico County School Public Schools

**Contact:** Doug Saunders

---

| SECTION III - COMPLETE **ALL** FIELDS: | **REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT** |
|---|---|

**SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)**
This is the person to whom the WeVideo account will be provisioned, whomever willbe the active license manager.

School/district name          Henrico County School Public Schools

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner Fist Name

Admin/owner Last Name

Admin/owner **Email**

Job title/role

Phone Number

**BILLING INFORMATION**

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payabe Phone Number

**PROPOSAL ACCEPTANCE**
School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____     Date _____

Print Name

Print Title

**wevideo**

# REQUEST FOR PROPOSAL
# DIGITAL CREATION PROGRAMS
# HENRICO COUNTY PUBLIC SCHOOLS
## RFP #24-2625-1ARA

**SUBMITTED TO:**

Henrico County Public Schools
3820 Nine Mile Road
Henrico, VA 23223

**SUBMITTED BY:**

WeVideo, Inc.
25422 Trabuco Road, Suite 105-544
Lake Forest, CA 92630

April 15, 2024

**WeVideo for Schools** is a cloud-based comprehensive suite of tools that transforms the landscape of video creation and engagement in educational settings. With over six million students and teachers across 7700 schools in the US and beyond leveraging its capabilities, WeVideo for Schools offers an easy-to-use, differentiated solution for digital creativity and evaluation.

By seamlessly integrating interactive elements into videos, WeVideo empowers students to actively participate in the learning process. From clickable hotspots to interactive quizzes and polls, WeVideo fosters deeper engagement, enhances learning outcomes, and increases content retention through learning experiences. Students, even as young as kindergarten, can effortlessly demonstrate and visualize their learning in powerful and personal ways.

**WeVideo for Schools** isn't just about video creation. It's a versatile platform supporting podcasting, slideshows, digital storytelling, green screen activities, and more. With over one million licensed media clips and a searchable, built-in library, students have access to a wealth of resources to fuel their creativity. The application caters to diverse learning needs across all grade levels and subject areas, fostering creativity and innovation in every classroom.

**WeVideo for Schools** prioritizes privacy and compliance, fully aligning with the Children's Online Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the General Data Protection Regulation (GDPR). The platform also offers a comprehensive administration section for user management and privacy control, ensuring a safe and secure learning environment. To facilitate adoption, administrators and tech coaches can create custom templates and lesson plans, simplifying project creation and scaling creativity across the curriculum.

Rooted in pedagogy and designed for learner outcomes, **WeVideo for Schools** supports best instructional practices, fostering critical thinking, collaboration, and self-direction. By connecting to research around Constructivist thinking and Bloom's Taxonomy, WeVideo facilitates meaningful project-based learning experiences and empowers students to make learning visible. The platform aligns with ISTE standards, providing students with opportunities to demonstrate digital citizenship, creativity, and communication skills.

The WeVideo Education Team is dedicated to meeting the needs of K-12 educators and ensuring the success of every user. With implementation services, custom-engineered integrations, and ongoing support, WeVideo is committed to making digital creativity engaging, accessible, and safe for all students and teachers.

**WeVideo for Schools** is more than just a video creation platform. It's a catalyst for innovation, creativity, student agency, and student engagement in the classroom as well as at the district level. By providing a comprehensive suite of tools and resources, WeVideo empowers educators to inspire, motivate, and educate the next generation of digital creators. Join the WeVideo community today and unleash the creative potential of every student, in any grade and any subject.

Ashton Robbins (Apr 15, 2024 09:50 EDT)

Ashton Robbins
WeVideo, Inc,
Vice President Global Sales
ashton@wevideo.com

**Henrico County Schools WeVideo Support Team**

**WeVideo Project Manager**
Scott Devore
Account Executive
scott@wevideo.com
804-475-8984

**WeVideo Dedicated Customer Success Manager**
Bonnie Surma
Customer Success Manager
bonnie@wevideo.com
804-638-0235

**WeVideo Dedicated Customer Success Manager**
Ryan Larson
Customer Success Manager
ryanlarson@wevideo.com
612-204-2107

**WeVideo Technical Support:**
Email: support@wevideo.com
Online: https://www.wevideo.com/support

# WeVideo Technical Proposal
## Scope of Services

## General Requirements and User Interface:

WeVideo for Schools is a cloud-based SAAS, which provides *access for all students, teachers and staff on any device* (Chromebook, Chrome tablet, Windows PC, MacIntosh, iOS, Android). The account can be managed by the school district. Rostering and provisioning of licensing can easily be done by district staff via the application (various options including SSO). Our solution is fully compliant with COPPA and FERPA laws as well as the more stringent GDPR regulations as well as many specific state laws. WeVideo is a dynamic solution that will be able to accommodate a school district's evolving IT infrastructure and device ecosystem. Our engineering team is agile, has education as a priority, and is proactive on meeting the needs of our school customers both in the classroom and at the district level.

WeVideo allows for deep and highly engaging multimedia creativity for all students. The application supports (among other things) slideshows, digital storytelling, video creation and editing, green screen activities, screen recording, explainer videos, voice over narration, podcasting, audio and music activities and elements that combine all of the above mixed with animation, text, and images. WeVideo is the only COPPA compliant and cloud based creativity tool with such a broad array of creativity opportunities. It is the only such application that is built for schools and includes a backend administration area for managing the account and its members.

WeVideo for Schools supports best instructional practices in the classroom and helps support self-direction and other "success skills" as an integral part of learning. WeVideo enhances learning by providing all students (of any age or ability) opportunities to express ideas around any topic with results that are purposeful, sensory-rich, and inspiring; and that are easy to share, and are in a medium with which a student's facility makes them college and career ready (video). It is this emphasis on critical thinking, collaboration, self-management and making learning visible that provides even more opportunity for students as they strive toward independence in their journey through primary, secondary and post-secondary.

Teaching and Learning Impact - Alignment with Standards WeVideo for Schools supports best instructional practices in the classroom and helps support self-direction and other "success skills" as an integral part of learning. WeVideo connects to research around Constructivist thinking, Bloom's Taxonomy, student-driven learning environments, and meaningful project-based learning experiences. When students use technology tools like WeVideo to scaffold learning, they not only connect more deeply to new content, they interact with content in meaningful ways through inquiry, collaboration, and communication with others within the classroom and outside the classroom. WeVideo supports learning across grade levels, subject areas, and differentiated student needs. It provides a canvas upon which students collect research and drive insights. They are empowered to reveal novel insights they make by establishing connections across content areas.

WeVideo aligns to the "5 Cs" that comprise the *Virginia's Digital Learning Integration Standards of Learning*. Students will display critical thinking, creative thinking, collaboration, communication, and citizenship through the process of video creation.

Video Creation with WeVideo connects to every student *ISTE standard*. Video creation allows students to choose (empowered learner) how they will create, researching the internet responsibly (digital citizen). Using the design

process (innovative designer) students construct new knowledge (knowledge constructor), building higher levels of thinking complexity through a synthesis of ideas to solve relevant problems (computational thinker). Students collaborate (global collaborator) with each other and with others across the globe to learn new perspectives and the video creation process provides students with opportunities to communicate clearly (creative communicator) and express themselves creatively.

Teachers have the option to create an individual or a group project. In both cases, teachers are able to monitor and comment on student work via markers left on the student's timeline. Students are able to respond back to the teacher with their comments. If a group project is assigned, students can collaborate with each other via marker comments. The teacher can review student comments and add their own comments when appropriate.

The WeVideo for Schools application facilitates creativity and collaboration using media of all types, including a massive library of content, and many tools for learners to add media of themselves and their learning activities (video, slide decks, images, music, voice over recording, etc.). As a cloud application, students from the same school district account can be put into work to collaborate and work together throughout the creative process. *Virginia's Digital Learning Integration Standards of Learning* are supported on all fronts, as are the ISTE standards (see above).

WeVideo for Schools enables easy documenting, archiving and sharing of student work in the app itself (through student folders, class galleries, etc.), via embedding in other apps (SeeSaw, Book Creator, LMS, etc.), or by syncing and saving student work through G Suite (Classroom or Drive) or download.  Finished work can be published as video in the cloud, exported as media to a drive, or shared via link. Various media elements can be exported for publishing in various media specific formats or for printing (in some cases - printing is not optimal: eg video). In all of the above scenarios - WeVideo gives teachers and school leaders the power to set permission and decide if sharing will be internal (inside the district's WeVideo account) or external (family, community and beyond). We encourage schools to leverage the power of sharing student work as that increases the sense of student agency and ownership as well as creates strong connections outside the classroom. In many cases - student work is shared outside the school with real impact.

WeVideo for Schools education templates can be used with existing projects, lessons and rubrics. Teachers and instructional coaches can also create re-usable and repeatable templates that might include project guides, lesson plan, miscellaneous helper text, rubrics, pre-selected media, and creative space layout. Projects can be assigned by teachers electronically from within the app or through G Suite. Staff can also organize their projects and media into folders or set up class groups. Additionally - the WeVideo website Educator Resource Hub has an ever growing list of lesson plans, ideas and templates (some are common core or ISTE standards aligned).

As a cloud application, WeVideo provides in-app usage metrics for administrators (and teachers if a role is created for teachers to access that data). Reports can be shared with families by the district's account administrators. WeVideo is on call to assist and support additional utilization and other metrics.  Also - WeVideo provides out of the box support for Canvas. Other integrations can be implemented or engineered.

## Integration

WeVideo is a public cloud-based SAAS solution hosted on Amazon Web Services in the US. No installation of software is required, but a Chrome browser extension is needed for webcam and screen recording capability.

WeVideo offers a turnkey solution for school district use that does not require extensive implementation. The technical deployment at a typical school district can be accomplished within one hour.

Upon initial purchase, the product is provisioned to a central district administrator. This individual has access to an Admin panel, which offers several license-distribution mechanisms: distributing a join code, adding users via invitation link, importing members via CSV, or initiating a domain sync.

For an all-district implementation, WeVideo highly recommends the domain-sync method, which enables students and teachers to use the single sign-on option on wevideo.com/sign-in to access the product and places them in the administrator-defined roles and relevant organizational units.

From that point on, the product adoption curve is contingent on the district's internal dynamics, capacity-building process, and level of readiness among its teachers. A typical successful deployment will reach a level of 15-20% utilization of the allocated license capacity within 3 months from the subscription start date. Usage then continues to grow as teachers and coaches embed WeVideo in their instructional practices.

WeVideo offers several LTI/LMS integrations such as Schoology and Canvas.

## Reporting

WeVideo provides a reporting tool that will provide schools with monthly and yearly group and individual usage data for users as well as total license, storage and time use. Teachers can see how much time students spend on projects, the number of projects assigned, and the number of completed videos.

## Accessibility

We view accessibility as an ongoing effort.  We are taking a variety of steps and devoting resources to further enhance the accessibility of our website, including partnering with Allyant (formerly Accessible360) to conduct a comprehensive audit of both our website and product in order to identify areas where accessibility can be improved. Whether you are using assistive technologies like screen reader, a magnifier, voice recognition software, or captions for videos, we want to make your use of WeVideo's website and mobile app a successful and enjoyable experience. Click here to access our VPAT

## Training Support

To support the initial rollout, WeVideo will offer an implementation webinar to the district-designated license super-administrator within a week from the initial purchase. Subsequently, WeVideo will work with the district's central administration to schedule a one-hour train-the-trainer instructional webinar, which is normally included with a district purchase, and to outline an extended training plan (depending on the scope of training services agreed upon in the purchase order).

WeVideo offers a comprehensive list of on-demand professional learning offerings. These can be delivered both on-site and virtually (in webinar format), depending on the district's preferences and budget parameters.

In addition to its live training services, WeVideo maintains a database of support and training resources. This includes:

- WeVideo Academy - a bank of brief video product tutorials;
- Educator Resource Center with teacher-sourced lesson plans, tutorials, and video examples;
- Comprehensive online written guides for administrators and teachers;
- An in-product guided video editing tutorial for students; and
- WeVideo Support Center with help articles and technical workflow documentation.

**WeVideo Project Manager (single point of contact)**
Bonnie Surma
Customer Success Manager
bonnie@wevideo.com
650-800-3400


## Service and Support

WeVideo provides a 99.9% uptime guarantee.

As part of WeVideo's school-district support offering, WeVideo provides email support at support@wevideo.com.

WeVideo Technical Support:
Phone: 650-800-3400
Email: support@wevideo.com
Online: https://www.wevideo.com/support

WeVideo's engineering and support teams are also available for direct, daily handling of inquiries, including resolution of the incidents set out below. Such incident support is provided during normal business hours on business days.

When an incident is detected by tracking tools or reported by a customer, it is categorized to assign a priority. Once a priority is established immediate efforts will be made to resolve the issue. In addition there is ongoing communication (direct and also through company sites) with the customer to inform them of the status of the incident.

WeVideo will resolve Priority Level 1, 2 and 3 incidents within the resolution or workaround time stated in the table below:

| Priority Level | General Condition | Response Time | Resolution or Workaround Time |
|---|---|---|---|
| 1. Critical | A system event that prevents a significant proportion of End Users from accessing the Platform or accessing core functionality of the Platform. | 2 Hours, 24/7; 365 days/year | 8 Hours |
| | For a selection of End-Users, the functionality, availability or performance | Within the same business day, unless the error is being filed after 3 pm | |

| 2. High | of the Platform are materially degraded. | EST.

Bugs filed after 3 pm EST will be fixed before noon the following day | 3 Business Days |
|---|---|---|---|
| 3. Normal | Any other bug in the Platform. | 2 Business Days | 5 Business Days |

## Staffing Qualifications:

***Scott Devore*** is your Account Executive at WeVideo for Henrico County Public Schools. A summary of his qualifications are as follows:

**Work History**

**WeVideo, Inc.**
Regional Sales Manager
January 2017 – Present

**Picaboo Yearbooks**
Account Manager
July 2014 – January 2017

**SharePoint AMS**
Senior Sales & Marketing
May 2013 – May 2014

**School Specialty Planning and Student Development**
Senior Sales Consultant
January 2010 – May 2014

**Quark, Inc**.
Business Development Specialist, Education
June 2006 – January 2009

**Education**
Penn-West University formerly California University of Pennsylvania
Bachelor of Science in Graphic Communications Technology

***Bonnie Surma*** is your Customer Success Manager at WeVideo assigned to the Henrico County Public Schools account. A summary of her qualifications are as  follows:

**Experience**
WeVideo, Inc.
Customer Success Manager
May 16, 2022 – Present

**Other Experience Areas**
Education
- Secondary Teacher - English 9, Geography, Yearbook, Art I-IV
- Corporate Technology Trainer – SharePoint, Salesforce, ServiceNow
- Parent Representative - Technology Committee
- Corporate Instructional Designer

Relationship and Partner Manager
- Mindsharp, Inc.
- TekDog, Inc.

Information Technology
- Project Coordinator
- Help Desk and Training
- Database Administrator
- Solutions Analyst

**Education**
Bluefield College
Bachelor of Arts in English with a Music minor

Virginia Commonwealth University
Studies toward certification English Education
Commercial Art/Art Education

## Unique Qualifications

WeVideo is unique in offering the benefits below:

<u>Access Anywhere, Anytime, on Any Device</u>.  WeVideo works with different operating systems (PC, Mac, Linux, iOS, Android) and devices (laptops, Chromebooks, mobile phones and tablets). Video projects are stored in the cloud so students can work from home on videos they didn't complete in class. Students don't have to worry about having access to a single computer at school or the correct software installed at home.

<u>Personalized Learning</u>. To suit varying levels of experience, WeVideo editing options come in two versions – Storyboard and Timeline - wrapped in a user-friendly interface. Students of all ages and video editing skill level can start in the Storyboard editor where they learn to assemble and structure their story. The Timeline editor takes video editing to the next level, where students can synchronize media on a timeline and enjoy full creative control.

Collaborative Learning and Peer-Review. Students and teachers, in different locations, can work together on the same video project, make edits, and provide feedback with comments and markers to explain their thinking during the creation process. This opens up for a wide range of options for collaborative video projects.

Privacy Control.  WeVideo protects the privacy of students. Students and teachers create media and video projects with other members of the same multi-user account in a fully FERPA-compliant workspace. WeVideo offers a powerful system of administration and functionality organized in a tiered-permissions manner so that video files are being stored in a safe and secure environment.

Seamless Digital Classroom Integration. WeVideo integrates with Google Apps for Education, Google Drive and Learning Management Systems. This makes it easy to deploy and manage large-scale WeVideo implementations with one-click launching and reviewing of video assignments.

Consolidate Licensed Software. WeVideo also provides premium features like green screen, slow motion and screencasting (screen capture) across all devices, eliminating the need for specialized third-party tools. These features are not limited to selected workstations, they also work on low-powered devices such as Chromebooks.

In addition to its distinctive product offering, WeVideo has a dedicated Customer Success team organized to support district implementations and maintains a staff with a combined total of over 50 years of experience in K-12 education.

## Company Profile/Demonstration of Prior Work

WeVideo has offered a dedicated K-12 solution since 2013. Around that time, a number of U.S. school districts became early adopters, including Merced Union High School District (CA), Chesterfield County Public Schools (VA), Richland County School District Two (SC). WeVideo's presence in K-12 education has grown continuously since then. The company is proudly serving more than 2 million students in the United States alone. Furthermore, the country of Denmark deployed WeVideo for every student in their K-12 population.

WeVideo Inc. was founded in 2011 and has 22M+ registered users worldwide (including our education and non-education customers and users). Currently WeVideo has 41 employees - 25 in the US, 2 in Norway, 14 in Romania.  WeVideo's business has been growing at a rapid pace.  The sales bookings in 2016 and 2017 were $5.1M and $6.8M respectively.

## References

**Chesterfield County Public Schools**
P.O. Box 10
Chesterfield, VA 23832

Main Contact:  Wesley Dunnavant
Instructional Applications Specialist
Wes_Dunnavant@ccpsnet.net
804-639-8930

*Solution purchased:*
WeVideo for Schools - 56,986 licenses
Customer since 2014

*Implementation timeline:*
- 2023:  3,600 seats (add-on–multiyear)
- 2022:  3,073 seats (add-on–multiyear)
- 2021:  45,482 seats (multiyear)
- 2018:  14,330 seats (add-on–multiyear)
- 2014:  32,781 seats (multiyear)

**Richland County School District Two**
6831 Brookfield Road
Columbia, SC 29206
Customer since 2013

Main Contact:  Chuck Holland
Director of Instructional Technology
cholland@richland2.org
803-760-0667

Video Case Study
Press Release (2024)

*Solution purchased:*
WeVideo for Schools - 25,000 licenses

*Implementation timeline:*
- 09/23/2023:  25,000 seats
- 08/15/2022:  25,000 seats
- 08/11/2021:  25,000 seats
- 08/10/2020:  21,000 seats
- 07/10/2019:  21,000 seats
- 05/29/2018:  21,000 seats
- 06/23/2015:  20,000 seats (multiyear)
- 06/28/2013:  10,000 seats

**Montgomery County Public Schools**
850 Hungerford Drive
Rockville, MD 20850

Main Contact:  Jason Sherwood
Technology Integration Specialist
 Jason_M_Sherwood@mcpsmd.org
240-314-2256

*Solution purchased:*
WeVideo for Schools - 18,000 licenses
Customer since 2015

*Implementation timeline:*
- 09/14/2023: 18,000 seats (multiyear)
- 08/28/2020: 18,000 seats (multiyear)
- 09/13/2017: 18,000 seats (multiyear)
- 06/21/2016: 700 seats
- 03/01/2016: 140 seats
- 10/19/2015: 50 seats
- 

## ATTACHMENTS:

**Attachment A** - Signature Sheet
**Attachment B** - Business Category Classification Form
**Attachment C** - Virginia State Corporation Commission Registration Information
**Attachment D** - Proprietary/Confidential Information Identification (n/a)
**Attachment E** - Certificate of Insurance and Workman's Comp Certificates for Henrico
**Attachment F** - Direct Contact with Students
**Attachment H** - Data Privacy Agreement
**Attachment I** - Pricing Scenario
**Attachment J** - Pricing Options

# ATTACHMENT A
# PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 24-2625-1ARA Digital Creation Programs

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

| | |
|---|---|
| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): | WeVideo, Inc. |
| ADDRESS: | 25422 Trabuco Road, Suite 105-544 |
| | Lake Forest, CA 92630 |
| FEDERAL ID NO: | 99-0365274 |
| SIGNATURE: | *(signature)* |
| NAME OF PERSON SIGNING (PRINT): | Alexandra Grimm |
| TITLE: | Sales & Operations Administrator |
| TELEPHONE: | 650-800-3400 |
| FAX: | 408-819-9441 |
| EMAIL ADDRESS: | success@wevideo.com |
| DATE: | 4/12/2024 |
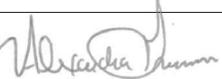
# ATTACHMENT B
# BUSINESS CATEGORY CLASSIFICATION FORM

**Company Legal Name:** <u>WeVideo, Inc.</u>

**This form completed by:** Signature: _[signature]_____  Title: <u>Sales & Operations Administrator</u>

Date: <u>4/12/2024</u>_____

**PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

☐ SMALL BUSINESS

☐ WOMEN-OWNED BUSINESS

☐ MINORITY-OWNED BUSINESS

☐ SERVICE-DISABLED VETERAN

☐ EMPLOYMENT SERVICES ORGANIZATION

☑ NON-SWaM (Not Small, Women-owned or Minority-owned)

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**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.

eVA Registered?  ☑ **Yes**  ☐ **No**

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If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER            _____ DATE

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## DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

# ATTACHMENT C
## Virginia State Corporation Commission (SCC)
## Registration Information

**The Offeror**:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☑ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

# ATTACHMENT D
## PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR:   WeVideo, Inc.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets.  If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
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# ATTACHMENT E

## COUNTY OF HENRICO

## INSURANCE SPECIFICATIONS

**The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.**

**Please be sure and review the Additional Requirements Section**

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

## Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

## Commercial General Liability

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$   100,000 Fire Damage Legal Liability

## Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

## Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

**Additional Requirements**

**In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:**

x      **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

x      **Cyber Liability - $2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

n/a      **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

n/a      **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

n/a      **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

n/a      **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure.  Limit of insurance    shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

x      **Other as Specified Below**
Professional Liability in the form of Errors and Omissions $2,000,000 per claim.

**NOTE 1:**    The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:**    The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage.  With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:**    Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:**    The Certificate Holder Box shall read as follows:
*County of Henrico*
*Risk Management*
*PO Box 90775*
*Henrico, VA 23273*

# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**
04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | Aon Risk Services, Inc of Florida | | |
|---|---|---|---|---|
| AON RISK SERVICES SOUTH INC<br>3550 LENOX ROAD NORTHEAST<br>SUITE 1700<br>ATLANTA GA 30326 | PHONE (A/C, No, Ext): 833-506-1544 | | FAX (A/C, No): | |
| | EMAIL ADDRESS: work.comp@trinet.com | | | |
| | **INSURER(S) AFFORDING COVERAGE** | | | **NAIC #** |
| | INSURER A : ACE American Insurance Company | | | 22667 |
| **INSURED**<br>TriNet Group, Inc. L/C/F WeVideo, Inc.<br>1 Park Place, Suite 600<br>Dublin, CA 94568-7983 | INSURER B : | | | |
| | INSURER C : | | | |
| | INSURER D : | | | |
| | INSURER E : | | | |
| | INSURER F : | | | |

## COVERAGES    CERTIFICATE NUMBER: 15646931    REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PROJECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEC ☐ RETENTION $ | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | WLR_C5312382A | 07/01/2023 | 07/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Workers Compensation coverage is limited to worksite employees of WeVideo, Inc. through a co-employment agreement with TriNet HR III-A, Inc..

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| County of Henrico<br>Risk Management<br>PO Box 90775<br>Henrico, VA 23273 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>*Aon Risk Services South Inc* |

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# CERTIFICATE OF LIABILITY INSURANCE

**DATE(MM/DD/YYYY)** 04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| Aon Risk Services Central, Inc.<br>St. Louis MO Office<br>4220 Duncan Avenue<br>Suite 401<br>St Louis MO 63110 USA | PHONE (A/C. No. Ext): (866) 283-7122 | | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | | |
| | **INSURER(S) AFFORDING COVERAGE** | | **NAIC #** |
| INSURED<br>WeVideo, Inc.<br>25422 Trabuco Road<br>Suite 105-544<br>Lake Forest CA 92630 USA | INSURER A: Travelers Property Cas Co of America | | 25674 |
| | INSURER B: Travelers Casualty Ins Co of America | | 19046 |
| | INSURER C: Lloyd's Syndicate No. 2623 | | AA1128623 |
| | INSURER D: Houston Casualty Company | | 42374 |
| | INSURER E: | | |
| | INSURER F: | | |

**COVERAGES**     **CERTIFICATE NUMBER:** 570105070579     **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | | | 6807w0331852342 | 05/11/2023 | 05/11/2024 | EACH OCCURRENCE | $1,000,000 |
| | ☐ CLAIMS-MADE  X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | X POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | Hired & Non-Owned Au | Included |
| B | AUTOMOBILE LIABILITY | | | 6807w0331852342 | 05/11/2023 | 05/11/2024 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | ☐ OWNED AUTOS ONLY  ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | X HIRED AUTOS ONLY  X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| A | X UMBRELLA LIAB  X OCCUR | | | CUP7w0336102342 | 05/11/2023 | 05/11/2024 | EACH OCCURRENCE | $3,000,000 |
| | ☐ EXCESS LIAB  ☐ CLAIMS-MADE | | | | | | AGGREGATE | $3,000,000 |
| | DED ☐ RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N | | | | | | PER STATUTE ☐ OTH-ER ☐ | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)  ☐ | N/A | | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |
| D | E&O – Media Professional | | | H23TG3285501<br>Claims Made | 11/18/2023 | 11/18/2024 | Each Claim<br>Aggregate | $5,000,000<br>$5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

County of Henrico and Henrico County Public Schools are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Professional Liability policies.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| County of Henrico<br>Risk Management<br>PO Box 90775<br>Henrico VA 23273 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>*Aon Risk Services Central, Inc.* |

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# ADDITIONAL REMARKS SCHEDULE

Page _ of _

| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | WeVideo, Inc. |

**POLICY NUMBER**  See Certificate Numbe  570105070579

| CARRIER | NAIC CODE | EFFECTIVE DATE: |
|---|---|---|
| See Certificate Numbe  570105070579 | | |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER:     ACORD 25     FORM TITLE:     Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES**     If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | OTHER | | | | | | | |
| C | Miscellaneous Liability Coverages | | | w35608230101 | 07/17/2023 | 05/11/2024 | Aggregate | $1,000,000 |
| | | | | | | | | |
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ACORD 101 (2008/01)

# ADDITIONAL REMARKS SCHEDULE

| AGENCY | | NAMED INSURED |
|---|---|---|
| Aon Risk Services Central, Inc. | | WeVideo, Inc. |

| POLICY NUMBER | | |
|---|---|---|
| See Certificate Numbe    570105070579 | | |

| CARRIER | NAIC CODE | EFFECTIVE DATE: |
|---|---|---|
| See Certificate Numbe    570105070579 | | |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER:        ACORD 25        FORM TITLE:        Certificate of Liability Insurance

Limits

A. Technology Services Liability Limit of Liability:$5,000,000 Each Occurece, 5,000,000Aggregate, Deductible:$25000

B. Cyber Liability Insuring Agreements
Breach Event Costs Coverage $5,000,000 $5,000,000
Post Breach Remediation Costs Coverage $25,000 $25,000
BrandGuard(r) Coverage $1,000,000 $1,000,000
System Failure Coverage $5,000,000 $5,000,000
Dependent System Failure Coverage $1,000,000 $1,000,000
Bricking Loss Coverage $1,000,000 $1,000,000
Property Damage Loss Coverage $50,000 $50,000
Reward Expenses Coverage $50,000 $50,000
Court Attendance Costs Coverage$25,000, $25,000

C. Maximum Policy Aggregate Limit: $5,000,000

D. Additional Defense Costs Limit: NIL

E. Breach Event Costs Outside the Limit Enhancement: N/A

Cyber Extortion Coverage $5,000,000 $5,000,000

# ATTACHMENT F
## DIRECT CONTACT WITH STUDENTS

Name of Offeror: <u>WeVideo, Inc.</u>

Pursuant to Va. Code § 22.1-296.1(E), as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E),.

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, "services" means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

**As part of this submission, the contractor certifies the following:**

☑ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;**

**And (select one of the following)**

☑ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

**or**

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).**

_Signature of Authorized Representative_

Alexandra Grimm

_Printed Name of Authorized Representative_

WeVideo, Inc.

_Printed Name of Vendor_
_(if different than Representative)_

# <u>VIRGINIA SCHOOL DATA PRIVACY AGREEMENT</u>

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the

County School Board of Henrico County, Virginia (hereinafter referred to as "Division") and

WeVideo, Inc (hereinafter referred to as "Provider") on

4/12/2024 The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS,** the Provider has agreed to provide the Division with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

**WHEREAS,** in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 <u>et</u>. <u>seq</u>.; and

**WHEREAS,** the documents and data transferred from Virginia Divisions and created by the Provider's Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information.*

**WHEREAS,** the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS,** the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE,** for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

1.      <u>Purpose of DPA</u>. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit "C") transmitted to Provider from the Division pursuant to Exhibit "A", including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit "C") from Pupil Records (as defined in Exhibit "C") are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2.      <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

WeVideo for Schools, a collaborative online video recording/editing/creating/sharing interactivity platform

3. **Division Data to Be Provided**. In order to perform the Services described in this Article and Exhibit "A", Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

See Exhibit B

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.

4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

## ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

## ARTICLE IV: DUTIES OF PROVIDER

1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.

2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the Division who has provided prior written consent for such transfer.

5) **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsections below, provider shalt dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

   a) **Partial Disposal During the Term of Service Agreement**. Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

   b) **Complete Disposal upon Termination of Service Agreement**. Upon termination of the service agreement provider shall dispose or securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.

6) **Advertising Prohibition**. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.

7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

   a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

   b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

   c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

   d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

   e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

   f. **Backups and Audit Trails, Data Authenticity and Integrity**. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

   g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are reasonably believed by the Provider or  school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

**a.** provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

**b.** notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the

    **i.** date, estimated date, or date range of the loss or disclosure;

    **i.** Division Data that was or is reasonably believed to have been lost or disclosed;

    **ii.** remedial measures taken or planned in response to the loss or disclosure.

**c.** immediately take action to prevent further access;

**d.** take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;

**e.** cooperate with Division efforts to communicate to affected parties.

**f.** provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.

**g.** the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

### ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
## ARTICLE VII: MISCELLANEOUS

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses any Division Data.

B. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

C. **Data Transfer Upon Termination or Expiration**. Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure asuccessful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.

D. **Effect of Termination Survival**. If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

E. **Priority of Agreements**. This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

F. **Amendments**: This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties

G. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

H. **Governing Law; Venue and Jurisdiction**. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

J. <u>Waiver</u>. No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

K. <u>Successors Bound:</u> This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

L. <u>Electronic Signature:</u> The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

M. <u>Notice</u>. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

    a. **Designated Representatives**

The designated representative for the Provider for this Agreement is:

| | |
|---|---|
| Name: | Jonathan Huang |
| Title: | Director of Information Security |
| Address: | 25422 Trabuco Rd, #105-544, Lake Forest, CA 92630 |
| eMail: | jonathan@wevideo.com |
| Phone: | 650-800-3400 |

The designated representative for the Division for this Agreement is:

| | |
|---|---|
| Name: | |
| Title: | |
| Address: | |
| eMail: | |
| Phone: | |

    b. **Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

| | |
|---|---|
| Name: | Jonathan Huang |
| Title: | Director of Information Security |
| Address: | 25422 Trabuco Road, Suite 105-544 Lake Forest, CA 92630 |
| eMail: | jonathan@wevideo.com |
| Phone: | 650-800-3400 |

[*Signature Page Follows*]

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

**IN WITNESS WHEREOF,** the parties have executed this Virginia Student Data

Privacy Agreement as of the last day noted below.

*Jonathan Huang*

Provider Signature

Date: 4/12/24

Printed Name: Jonathan Huang

Title: Director of Information Security

Division Signature

Date:

Printed Name:

Title:

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "A"
### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

WeVideo for Schools, a collaborative online video recording/editing/creating/sharing interactivity platform

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "B"

### SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system |
|---|---|---|
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | ☑ |
| | Other application technology meta data-Please specify: | ☑ user agent string |
| Application Use Statistics | Meta data on user interaction with application | ☑ |
| Assessment | Standardized test scores | ☐ |
| | Observation data | ☐ |
| | Other assessment data-Please specify: | ☐ |
| Attendance | Student school (daily) attendance data | ☐ |
| | Student class attendance data | ☐ |
| Communications | Online communications that are captured (emails, blog entries) | ☐ |

| | | |
|---|---|---|
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | ☐ |
| | Place of Birth | ☐ |
| | Gender | ☐ |
| | Ethnicity or race | ☐ |
| | Language information (native, preferred or primary language spoken by student) | ☐ |
| | Other demographic information-Please specify: | ☐ |
| Enrollment | Student school enrollment | ☐ |
| | Student grade level | ☐ |
| | Homeroom | ☐ |
| | Guidance counselor | ☐ |
| | Specific curriculum programs | ☐ |
| | Year of graduation | ☐ |
| | Other enrollment information-Please specify: | ☐ |
| Parent/Guardian Contact Information | Address | ☐ |
| | Email | ☐ |
| | Phone | ☐ |

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

| | | | | | |
|---|---|---|---|---|---|
| Parent/ Guardian ID | Parent ID number (created to link parents to students) | ☐ | | number | ☐ |
| | | | | State ID number | ☐ |
| Parent/ Guardian Name | First and/or Last | ☐ | | Provider/App assigned student ID number | ☐ |
| | | | | Student app username | ☐ |
| Schedule | Student scheduled courses | ☐ | | Student app passwords | ☐ |
| | Teacher names | ☐ | Student Name | First and/or Last | ☑ |
| Special Indicator | English language learner information | ☐ | Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | ☐ |
| | Low income status | ☐ | | | |
| | Medical alerts /health data | ☐ | | | |
| | Student disability information | ☐ | | | |
| | Specialized education services (IEP or 504) | ☐ | Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | ☐ |
| | Living situations (homeless/ foster care) | ☐ | | | |
| | Other indicator information- Please specify: | ☐ | Student Survey Responses | Student responses to surveys or questionnaires | ☑ |
| Student Contact Information | Address | ☐ | | | |
| | Email | ☑ | Student work | Student generated content; writing, pictures etc. | ☑ |
| | Phone | ☐ | | | |
| Student Identifiers | Local (School district) ID | ☐ | | Other student | ☐ |

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

| | | |
|---|---|---|
| | work data - Please specify: | ☐ |
| | | |
| Transcript | Student course grades | ☐ |
| | Student course data | ☐ |
| | Student course grades/performance scores | ☐ |
| | Other transcript data -Please specify: | ☐ |
| Transportation | Student bus assignment | ☐ |
| | Student pick up and/or drop off location | ☐ |
| | Student bus card ID number | ☐ |

| | | |
|---|---|---|
| | Other transportation data -Please specify: | ☐ |
| | | |
| Other | Please list each additional data element used, stored or collected by your application | ☐ |

No Student Data Collected at this time ☐ .
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "C"
### DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider's specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, including "directory information" as defined by §22.1-287.1 of the Code of Virginia".

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official**: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division**: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party**: The term "Third Party" means an entity that is not the Provider or Division.

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

       [Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

       [Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date]

4. Signature of Authorized Representative of Division

    BY:_____    Date: _____

    Printed Name:_____    Title/Position:_____

5. Verification of Disposition of Data

    BY:_____    Date: _____

    Printed Name:_____    Title/Position:_____

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: _Jonathan Huang_      Date: _4/12/24_

Printed Name: _Jonathan Huang_      Title/Position: _Director of Information Security_

### 2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____      Date: _____

Printed Name: _____      Title/Position _____

### TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: _Jonathan Huang_      Date: _4/12/24_

Printed Name: _Jonathan Huang_      Title/Position: _Director of Information Security_

Email Address _jonathan@wevideo.com_

# Attachment I

## Pricing Scenario

Provide pricing for the scenario below based off pricing being offered on Attachment **I**. Offerors must provide pricing and the methodology of how the price was calculated.

| Offeror: | | Name of Program: WeVideo for Schools |
|---|---|---|
| Scenario | | |
| | | |
| Provide pricing for an annual subscription for district licenses as listed below: | Price | WeVideo does volume discount pricing based on the total size of the district (and/or school) |
| Price for District License (73 schools and centers)<br>Elementary: 46 (22,164 students)<br>Middle: 13 (10,907 students)<br>High: 9 (15,386 students)<br>Advanced Career Education (ACE): 3<br>Alternative program center: 1*<br>Henrico Virtual Academy: 1 | **$62,947.50**<br>or<br>**$83,861.58** | WeVideo for Schools<br><br>WeVideo for Schools with Interactivity |
| Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above. | $3,500 | The cost to provide (1) Trainer on -site to deliver 1 day (6 hours) of professional development training |
| Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for | $1.36 (rounded)<br>or<br>$1.78 (rounded) | WeVideo for Schools<br><br><br>WeVideo for Schools with Interactivity |
| Implementation | $0.00 | There is no cost for implementation |
| Annual Maintenance/Renewal | $ | |
| **Grand Total** | **$66,447.50**<br>or<br>**$87,361.58** | **WeVideo for Schools**<br><br>**WeVideo for Schools with Interactivity** |

** It should be noted that students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the PK-12 (75 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool.

Additionally, Virginia Randolph Education Center (VREC) and PACE are program centers that are a part of the Academy of Virginia Randolph (AVR), and should be included as part of the school purchase for AVR. This is our alternative school and all 3 schools reside in the same building, but are denoted as separate entities in PowerSchool and Clever.

![wevideo]

| Provide pricing as it relates to the proposed solution | Price |
|---|---|
| Price per student | see Attachment I for pricing |
| Price per teacher | see Attachment I for pricing |
| Price per classroom | see Attachment I for pricing |
| Price per site | see Attachment I for pricing |
| Price for District License PK-5 | see Attachment I for pricing |
| Price for District License 6-8 | see Attachment I for pricing |
| Price for District License 6-12 | see Attachment I for pricing |
| Price for District License 9-12 | see Attachment I for pricing |
| Price for District License PK-12 | see Attachment I for pricing |
| 1 day of Professional Development- train the trainer model  (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1  additional personnel- total of 20 +) | Included in the proposal for an All District solution is 6 hours of PD to be determined and agreed upon by Henrico and WeVideo to be delivered virtually. |
| 1 day of Professional Development - price per teacher | |
| 1 day of Professional Development for Secondary School  Staff- approximately 35 - 100 | $ |
| Additional Professional Development models | WeVideo offers many free resources including webinars throughout the summer and school year to enhance the user experience. |
| Printed materials — provide list of pricing for each product  offered | No cost - virtual resources are included with the District Subscription |
| Consumables — provide list of pricing for each product offered | N/A |

# wevideo

**WeVideo for Schools**

# Ignite Joy and Creativity in the Classroom

WeVideo for Schools is a cloud-based multimedia learning platform that empowers schools and districts to create, collaborate, and communicate with interactive video.

### Instant Student Engagement

Today's students are content creators and digital communicators. Channel excitement for learning with easy-to-use multimedia tools that meet learners where they are and help develop critical future-forward skills.

### Innovation Without the Learning Curve

Assign standards-aligned video projects to students in just a few clicks and promote deeper comprehension through digital citizenship and project-based learning.

### Real-Time Feedback and Collaboration

Real-time feedback tools allow educators and students to reach learning goals faster. Leverage for peer-to-peer instructional reviews and professional development, too.

### Impactful Learning for All

Interactive video is **3x more effective** than traditional video. Introduce WeVideo to maximize engagement, retention, and performance for all learners — plus leverage school- and district-wide analytics to celebrate growth.
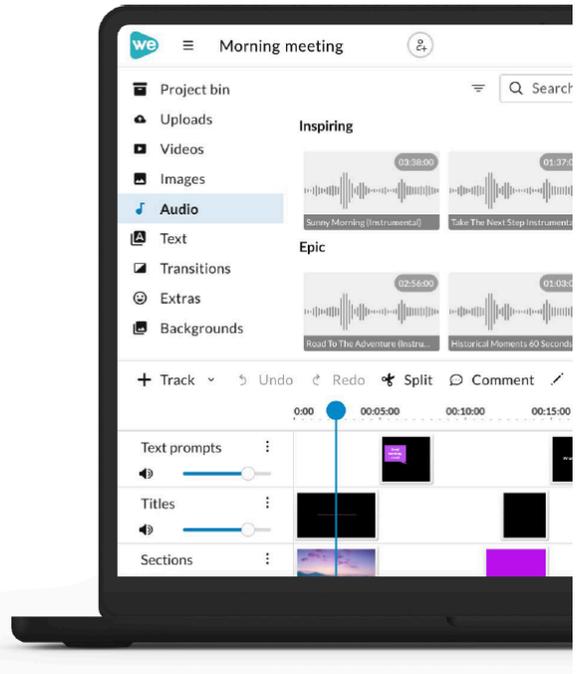


## Educators use WeVideo for:

| Instruction | Professional Development | School Communications |
|---|---|---|
| • Project-Based Learning<br>• Digital Media Instruction<br>• Summative and Formative Assessments<br>• Flipped Classroom Experiences<br>• Program Development (Counseling, SEL, etc.) | • Onboarding<br>• Compliance & Mandatory Training<br>• Coaching<br>• Asynchronous Professional Development<br>• Program Development | • Morning News and Announcements<br>• Virtual Asynchronous Assembly or PTA Meetings<br>• Parent Communications<br>• Showcases & Film Festivals |

JEFFCO PUBLIC SCHOOLS

VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Learn more at **www.wevideo.com/education**

**What's New**

# Accelerate Interactive Video Learning with AI Interactions

We're excited to announce our newest addition to WeVideo Interactivity: AI Interactions. Creating high-quality video lessons just got easier (and faster!).
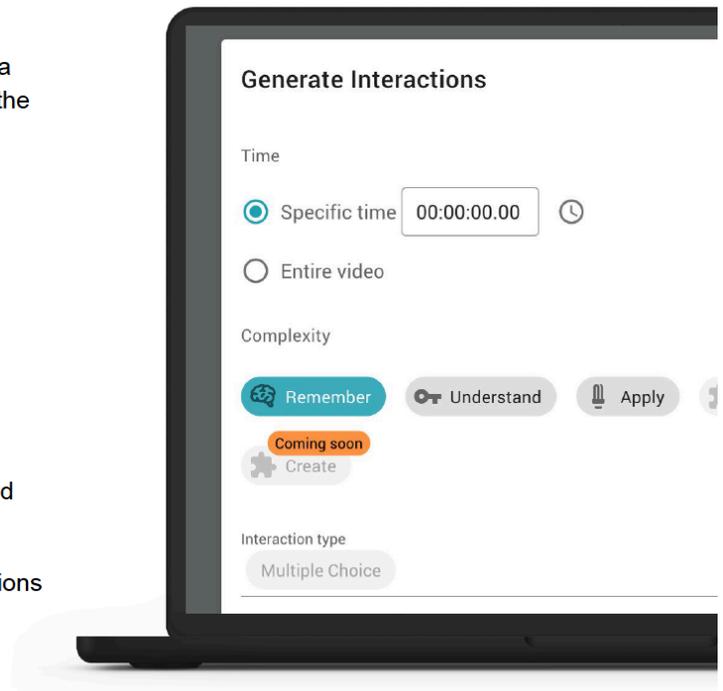
## What Is It?

AI Interactions enables educators to automatically generate pedagogically-aligned questions in their instructional videos. This feature is currently in beta and available to all WeVideo Interactivity users for the remainder of the school year.

AI Interactions is our first step in creating a more efficient and AI-powered experience for users!

## Why AI Interactions?

- **Save Time:** Cut down on planning time with interactive video lessons…made in minutes.

- **Pair Pedagogy with Innovation:** Generate interactions aligned with Bloom's Taxonomy, and meet learners where they are.

- **Customize Interactions:** Add and edit interactions at single points or throughout an entire video.

**Generate Interactions**

Time

- Specific time   00:00:00.00
- Entire video

Complexity

Remember   Understand   Apply

Coming soon
Create

Interaction type

Multiple Choice

## How Do I Use the Tool?

**1**

**Create an Interactive Lesson**

Log in to WeVideo and navigate to Interactivity. Create a lesson with a YouTube video, then navigate to AI Interactions.

**2**

**Choose the Question Types**

Select whether to create an interaction at a specific time period or interactions throughout the video. Choose question complexity type(s).

**3**

**Generate, Edit and Assign**

Auto-generate interactions, then edit or delete questions as desired. Once finalized, assign to learners.

Contact our team to learn more about WeVideo Interactivity.

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