

# BROKEN ARROW PUBLIC SCHOOLS

*Educating Today      Leading Tomorrow*



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 8/27/2021

Contract/Agreement Vendor: Amplified IT

Name of Vendor		
Contact Person	Phone Number	
812 Granby St		
Address		
Norfolk	VA	23510-2004
City	State	Zip
Info@amplifiedit.com		
Email address		
10/16/2021 - 10/15/2022		
Date of services		

**IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE:**  
**W9** \_\_\_\_\_  
**And** \_\_\_\_\_  
**Vendor Registration**  
 \_\_\_\_\_

Person Submitting Contract/Agreement for Review: Brandon Chitty  
Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: \_\_\_\_\_

**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE**

Principal and Director or Administrator: [Signature]  
Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: [Signature]  
(Signature) Technology /Approval

Leadership Team Member: [Signature]  
Signature

Funding Source: Chrome Desk  
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
  2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
  3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
  4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on \_\_\_\_\_"  
Date of Board Meeting
  5. Attach this form with Contract/Agreement and Board Memo
  6. The appropriate Leadership Team Member will review and submit to the Contract Committee
  7. Keep copy for your records

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: Dr. Janet Vinson

From: Karla Dyess

Date: 8/27/2021

Re: Amplified IT – Chrome Gopher

---

### **SUBJECT**

Accept and approve the New agreement between Broken Arrow Public Schools and Amplified IT for Chrome Gopher – Domain 1 year for \$750 to be paid with Chromedesk funds. B.Chitty

### **SUMMARY**

Gopher for Chrome is a tool that allows for Chrome device data to be imported, filtered, analyzed, and bulk-updated. Isolate a group of devices by enrollment time, annotated location, or another field and bulk-move them into an organizational unit. Through Gopher you can mass update all metadata associated with the chrome devices. Identify under-utilized devices or devices with incorrect policies and settings by monitoring Chrome OS update state and/or last sync date in different org units. Run reports to show all usage session activity for a single device or user, which can be useful when tracking down causes of damage. Accurately filter and identify weather devices are up to date in relation to their currently-supported Chrome release. Track down whether or not a device is in the right hands, ensuring your users are on the device actually assigned to them.

### **FUNDING**

Chromedesk Funds

### **ENCLOSURES/ATTACHMENTS**

Quote

Terms and Conditions

Privacy Policy

### **RECOMMENDATION**

Approve

Amplified IT, LLC  
812 Granby St  
Norfolk VA 23510-2004



Broken Arrow Public Schools  
Brandon Chitty  
701 S Main St  
Broken Arrow OK 74012-5528

Quote # 00141082  
Quote Date August 27, 2021  
**Quote Total (USD) \$750.00**

Item	Description	Unit Cost	Quantity	Line Total
AIT-GFC-1003	Chrome Gopher - Domain 1 Year - M Licensed Domains: baschools.org License Term: 10/16/2021 - 10/15/2022	750.00	1	750.00
AIT-AIT-0001	Amplified Labs- These tools will activate license on the following domain: baschools.org and expire on 10/15/2022	0.00	1	0.00
<b>Quote Total (USD)</b>				<b>\$750.00</b>

**Terms**

Please send purchase orders to [info@amplifiedit.com](mailto:info@amplifiedit.com) or fax to 757-585-3550. If you would like to pay via credit card, please contact [ar.ait@amplifiedit.com](mailto:ar.ait@amplifiedit.com). A 3% credit card fee may apply. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here:

<https://www.amplifiedit.com/work-with-us/>

A copy of our W-9 form may also be downloaded from the link above.

Full payment is required within 30 days of Invoice.



## **Amplified Labs**

### **General Terms of Use**

***Effective Date: June 20, 2016***

Welcome to Amplified Labs! Amplified Labs is the product division of Amplified IT, LLC (collectively referred to as "**Amplified**," "**we**," "**our**," or "**us**"). We're delighted to have you visit our website and begin using our growing suite of tools for the Google Apps for Education platform that re-imagine and improve the workflows, systems, and processes to make K-12 schools work for kids (the "**Tools**").

#### **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE TOOLS**

By accessing or using our Tools, you signify that you have read, understood, and agree to be bound by these General Terms of Use (the "**Agreement**") and to the collection and use of your information as set forth in the Amplified IT Privacy Policy. You're allowed to use our Tools only if you can form a binding contract with Amplified, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

If you are accepting this Agreement on behalf of a customer, you represent and warrant that: (1) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (2) you have read and understand this Agreement; and (3) you agree, on behalf of the party you represent, to the terms of this Agreement. If you do not have the legal capacity to enter into this Agreement or the authority to bind your employer, you are not permitted to enter into this Agreement or use the Tools.

We may change our Tools and the terms in this Agreement at any time, with or without notice. If you are a School using our Tools, we will notify you via email in advance of any material changes to the terms of this Agreement. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of our Tools after any changes constitutes your acceptance of the modified Agreement. If you do not agree to the terms of this Agreement or any modified Agreement, then you are not permitted to use the Tools. You may view full change history of these terms by visiting this [linked repository](#).

**Support**

## USE OF OUR TOOLS

1.

**Eligible Users.** This Agreement applies to all individuals, schools, school districts, and related entities and organizations that sign up to use one or more of our Tools, including but not limited to administrators who access the Tools on their behalf (each a "**School**"), as well as all non-School visitors, users, and others, including teachers, students and their parents, who use the Tools (such individuals and Schools, collectively, "**Users**" or "**you**").

2.

**Parental Consent.** Schools acknowledge and agree that they are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and Family Educational Rights and Privacy Act ("**FERPA**"), including, but not limited to, obtaining parental consent concerning the collection of students' personal information used in connection with the provisioning and use of the Tools or access to such information through the use of Third-Party Products (as defined herein). Schools are solely responsible for obtaining parental consent before allowing any User under the age of 13 to use any of the Tools.

3.

**User Content.** You are fully responsible for your interactions with other Users, any Content you provide and your activity on the Tools, including the transmission, accuracy and completeness of your Content. Do not take any action or post anything that may expose Amplified or its Users to any harm or liability of any type. "**Content**" includes communications, materials, information, data, graphs, visualizations, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Users post or otherwise make available on or through the Tools.

We have no liability for your interactions with any other Users, or for any of your actions, inactions, your Content or the Content of other Users. We may review Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review Content, so please don't assume that we do.

4.

**Updates.** We may also from time to time, as we see fit, develop and provide updates for the Tools. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, "**Updates**"). Certain Tools may not properly operate if you do not install all Updates. The Tools may automatically

electronically upgrade the versions used on your computer system or other device. You expressly consent to such automatic Updates. Further, you agree that this Agreement (and any additional modifications of the same) will apply to any and all Updates to the Tools. We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Tools.

5.

**Monitoring and Suspension.** We may change, suspend, or terminate your use of the Tools at any time: (1) if we, in our sole discretion, determine that you are or have been in violation of this Agreement; (2) if we, in our sole discretion, determine that you have created risk or possible legal exposure for Amplified or any other User; (3) in response to requests by law enforcement or other government agencies; or (4) due to unexpected technical issues or problems. We will endeavor to notify you by email or at the next time you attempt to access the Tools after any such deactivation, termination or suspension.

6.

**Consent to Use of Data.** You agree that we may collect and use technical data and related information, including but not limited to technical information about your computer or mobile device, operating system and software, peripherals, replies, comments, information, data, scripts, executable files, graphics, geo-data, and any contact information provided in connection with your use of the Tools and any intellectual property therein, that is gathered periodically to facilitate the provision of support and other services to you (if any) relating to the Tools or used to create Updates. We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

## **PRIVACY AND SECURITY**

We take the collection, use and security of the personal data that our Users provide us very seriously. Our Privacy Policy, which is incorporated into this Agreement by this reference, further describes the collection, security and use of information.

## **SUBSCRIPTION-BASED TOOLS**

1.

**Subscription-Based Tools.** We offer ongoing access to and use of a full feature set for all of our Tools and dedicated email support for an annual subscription fee (a "**Subscription**"). A Subscription may be based on usage by an individual User or for the User's domain. The Subscription will be subject to the terms of this Agreement. By signing up for a Subscription, you agree to pay the subscription fee and any other

charges that may be incurred. You are entitled to access only those premium or non-trial features of the Tools for which you have a Subscription.

2.

**Payment Terms.** When you sign up for a Subscription, you must designate and provide information about your preferred payment method ("**Payment Method**"). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect from your Payment Method the appropriate fees charged for the Subscription which are paid on an annual basis. All fees due for the Subscriptions are payable in advance, and will be billed automatically to the Payment Method at the start of the annual subscription period. Unless otherwise stated, Subscriptions will auto-renew until you elect to cancel your access to the Tool. All Subscription fees are final and non-refundable, except at our sole discretion.

3.

**Termination or Cancellation.** If you do not pay the Subscription fee or fail to comply with any other term of this Agreement, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Tool immediately without prior notice.

You can cancel the Subscription at any time by providing written notice to us. The cancellation of a Subscription will go into effect at the end of your current annual billing cycle, and you will have the same level of access to the Tool through the remainder of such billing cycle. For example, if you cancel prior to the end of the annual period, you will be charged for the entirety of the year and maintain access to the Tool through the end of the annual period.

There are no refunds for termination or cancellation of your Subscription. If you no longer wish to subscribe, it is your responsibility to cancel your Subscription in due time, regardless of whether or not you actively use the Tool.

4.

**Fee Changes.** To the maximum extent permitted by applicable laws, we may change our Subscription prices at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the applicable Tool and/or by sending you an email notification. If you do not wish to pay the new prices at your next renewal, you can cancel the applicable Subscription in accordance with the terms of this Agreement.

5.

**Free Trials.** We may offer free trials of our Tools that have limited features or functionality for immediate installation by Google Account users ("**Free Trial**"). A Free

Trial provides you with access to the Tools for a period of time and is subject to the terms of this Agreement and as well as any additional details specified when you sign up for the offer. We may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Free Trial.

6.

**Tool Changes.** We continually update our Tools to offer the best possible suite of products. We may make changes to the features or functions of Tools at any time, and we cannot guarantee that any specific feature or function will be available for the entire Subscription period. If you are not satisfied with any changes you are encouraged to contact our support team.

7.

**Notice of Changes.** While we will try to give you advance notice of changes that will adversely affect you, this might not be practical or possible and we retain the right to make Changes without advance notice.

8.

**Installation.** Our Tools may be standalone Web applications, or they may be installed by individual Google Account users from one or more Google application marketplaces, such as the Chrome Web Store or the Android Play Store. Depending on whether or not you are using a Google Apps for Education account, and also on the settings employed on your Google Apps domain, you may or may not be able to utilize these application marketplaces to install one of our Tools on your own individual Google Account. If you are a Google domain super-administrator, you may be able to use the Google Apps Marketplace to install our Tools on behalf of some or all of the Users on your Google Apps domain. Do not install a Tool on behalf of a Google Apps domain or an organizational unit on your domain if you do not have the requisite authority to do so.

9.

**Google Account Limitations.** Google imposes both published quotas and unpublished spam protections on its services, and these services can have outages that can directly impact the performance of our Tools. While we attempt to design our Tools to assist in identifying the source of a limitation, the performance of the Tools cannot exceed that of the underlying Google services on which they depend.

10.

**Safeguard Your Username/Password.** You are responsible for any activity within our Tools that occurs from your Google Account, or in the case of Google domain-level Tool installation, for any activity that occurs in our Tools by Users on your Google Apps domain. Because our Tools are typically accessible under the authority of the User's



Google Account login, we recommend using or forcing Users to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) and/or Google's two-factor authentication with your account to avoid unauthorized use. Please reset your Google account credentials, or contact your Google domain administrator immediately if you think your account's security has been compromised. We are not liable for any losses of any kind caused by any unauthorized use of your Google Account in the use of our Tools.

## **NOTICES**

By providing your email address in the subscription process, you consent to our using your email address to send notices related to the Tools, including any required legal notices and other messages, such as additions or changes to the Tools and/or notices of product offers. You may opt out or change your preferences by using the opt out instructions indicated in the footer of our mailings. While we need your email address to send you important notices regarding the Tools, you can always ask us to stop sending you certain marketing messages. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

## **INTELLECTUAL PROPERTY**

1.

**Ownership.** Our Tools and all materials made available to you in connection with them, including, but not limited to, software, documentation, source and object code, frameworks, workflows, techniques, procedures, images, text, graphics, illustrations, logos, photographs, audio, videos, music, usage analytics data, hosting infrastructure for the Tools, and any copies, modifications or derivative works thereof, in whole or in part, and all related Intellectual Property Rights, are and will remain the sole and exclusive property of Amplified and its licensors (the "**Amplified Property**"). Except as specified in this Agreement, nothing herein may be deemed to create a license or convey any Intellectual Property Rights in the Amplified Property to any User.

2.

**Limited License to Use.** Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicenseable, revocable limited license to use our Tools, in object code form only, solely (i) on a device that you own or control, and (ii) for your personal, non-commercial, or educational purposes. The Tools are licensed to you, not sold, under this Agreement. We reserve all rights not expressly granted to you in the Tools. We may terminate this license at any time for any or no reason.

3.

**Restrictions on Your Use.** Please don't do anything to harm our products or try to hack our Tools. Specifically, by using the Tools, you agree not to, and not to allow any third party to, do any of the following things:

1.  
to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Amplified Property;
2.  
identify or discover any source code of the Tools;
3.  
change or delete any ownership notices from the Tools or any related documentation;
4.  
copy, distribute, sell, sublicense or disclose any part of the Tools or any documentation in any medium, including but not limited to by any automated or non-automated "scraping";
5.  
use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Tools in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional online Web browser;
6.  
transmit spam, chain letters, or other unsolicited email;
7.  
attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Tools;
8.  
take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure;
9.  
upload invalid data, viruses, worms, or other software agents through the Tools;
10.  
collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below) from the Tools;
11.  
use our Tools for any commercial solicitation purposes;
- 12.

impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;

13.

interfere with the proper working of the Tools;

14.

access any content on the Tools through any technology or means other than those provided or authorized by the Tools; or

15.

bypass the measures we use to prevent or restrict access to the Tools, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Tools or related content.

4.

**Feedback.** If you choose to send us ideas, feedback or comments ("**Feedback**"), you agree that we may use the Feedback you send without any restriction or compensation to you. By receiving your Feedback, Amplified does not waive any rights to use similar or related ideas previously known to us, developed by our employees, or obtained from sources other than you. You certify and represent that Feedback you send to us is not confidential or proprietary information.

5.

**Trademarks.** Amplified owns or licenses all Amplified trademarks, service marks, branding, logos and other similar assets (the "**Trademarks**"). You are not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for purposes other than in connection with the use of the Tools, without our prior written approval.

6.

**"Student Data"** is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School, and may include "educational records" as defined by the FERPA. While our Tools may need to access, or be employed by you to handle Student Data as part of providing their function, except as required by a defined scope of work inside a school support engagement, we do not take possession of or responsibility for Student Data which is owned and controlled at all times by the School. Our Privacy Policy provides more detail around how we handle Student Data.

7.

**"Intellectual Property Rights"** means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or

hereafter come into existence, and all related applications and registrations, renewals and extensions.

## **DATA RETENTION**

Certain data may be stored by or on behalf of Amplified on our servers in connection with your use of our Tools. This consists primarily of anonymous analytical data or information relating to your use of the Tools, but may also include data or information that Users such as students and teachers have stored on our servers in the process of using our Tools ("**Data**"). It is our expectation that Data will primarily be stored in a User's Google Account and is governed by the terms of use and data privacy policies of Google, Inc.

Amplified will retain your Data, if any, for a period of thirty (30) days following termination of this Agreement (the "**Retention Period**"). Amplified has no obligation to retain any Data beyond the Retention Period for any User or School. You understand and acknowledge that following expiration of the Retention Period, Amplified has the right to delete your Data from its servers in its sole discretion.

It is your responsibility to keep copies of your Data in other secure storage. Schools have the sole responsibility to ensure copies of Student Data are stored on their student information system or other secure storage. Amplified will not be responsible for any loss of Data.

## **THIRD PARTY SERVICES**

Our website and Tools may include links to websites, applications, services, products or materials of other companies that are not owned or controlled by us ("**Third-Party Products**"). We do not endorse, warrant, guarantee, monitor or have any control over these Third-Party Products, which have separate terms of use and privacy policies. Amplified is not responsible for the content or policies of any Third-Party Products. You understand that you access Third-Party Products at your own risk and agree that we have no associated liability.

## **CONFIDENTIAL INFORMATION**

You agree to hold in the strictest confidence and not disclose to third parties or use, except to the extent necessary to perform any obligations under this Agreement, Amplified IT's proprietary or confidential information including technical, business, financial or other information or trade secrets, whether or not specifically marked as confidential, or information which would be deemed by a reasonable person to be confidential or proprietary in nature ("**Confidential Information**"). Confidential Information shall not include information that (a) is in or enters the public domain without breach of this Agreement, (b) is received from a third party who is entitled to disclose such information without restriction on disclosure and without breach of a

nondisclosure obligation, (c) you knew prior to receiving such information or develops independently without reference to the Confidential Information, or (d) is disclosed pursuant to a judicial or other governmental order, provided that you shall give us reasonable notice prior to such disclosure and comply with any applicable protective order or equivalent. You agree that the rights being protected by this Section are of a special and unique character, which gives them a particular value, and that the breach of this Section could result in irreparable injury and damage to Amplified. In such event, we may be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section.

### **INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Amplified, its subsidiaries and affiliates, and their respective agents, licensors, managers, employees, contractors, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees and court costs) arising from or relating in any way to: (i) your use of and access to the Tools, including any data or Content transmitted or received by you; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party rights, including but not limited to any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to COPPA and FERPA; (v) any Content or information that is submitted via your account; or (vi) any other party's access and use of the Tools with your unique username, password or other appropriate security code. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under this Agreement, and you agree to cooperate with our defense of these claims.

### **DISCLAIMER OF WARRANTIES**

THE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFIED EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AMPLIFIED, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT (I) THE TOOLS WILL FUNCTION ACCURATELY, RELIABLY OR CORRECTLY; (II) THE TOOLS WILL MEET YOUR REQUIREMENTS OR YOU WILL ACHIEVE ANY SPECIFIC RESULTS; (III) THE TOOLS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (V) THE TOOLS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;

OR (VI) ANY USER CONTENT IS CORRECT OR ACCURATE. YOU UNDERSTAND AND EXPRESSLY AGREE YOUR USE OF THE TOOLS AND ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TOOLS IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE OF THE TOOLS AND ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY OTHER DEVICE IN WHICH YOU ACCESS THE TOOLS, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMPLIFIED, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, REVENUE, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM (I) THE USE OF, OR INABILITY TO USE, THE TOOLS, (II) THE CONDUCT OF OTHER USERS OF THE TOOLS (WHETHER ONLINE OR OFFLINE), (III) ANY USER-GENERATED CONTENT, OR (IV) ANY THIRD-PARTY PRODUCTS ACCESSED VIA THE TOOLS. UNDER NO CIRCUMSTANCES WILL AMPLIFIED BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE TOOLS OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFIED ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR TOOLS; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE TOOLS; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR TOOLS BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE TOOLS; AND/OR (VII) SCHOOL CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL AMPLIFIED, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO AMPLIFIED HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF AMPLIFIED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### **COMPLIANCE WITH LAWS**

While Amplified's servers are located inside the United States, our Tools are controlled and operated in some cases from Google's server facilities, which may or may not be located inside the United States, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Tools from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Tools if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. You will indemnify and hold Amplified harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney's fees) arising from or relating to any breach by you of your obligations under this Section.

### **TERM AND SURVIVAL**

This Agreement and the license granted hereunder are effective on the date you first download the Tools and shall continue unless this Agreement is terminated as set forth herein. Upon termination of this Agreement, the license granted hereunder will terminate and you must stop all use of the Tools. You will continue to be bound by the terms of this Agreement that by their nature may survive termination including, without limitation, Intellectual Property, Indemnification, Disclaimer of Warranties, Limitation of Liabilities and Governing Law.

### **MODIFICATIONS TO THIS AGREEMENT**

---

Amplified reserves the right to modify this Agreement by posting the modified Agreement on our website. The modified version of this Agreement will become effective as of the date posted on the website unless otherwise specified in the modified Agreement. Your use of the Tools following that date constitutes your acceptance of the terms and conditions of the Agreement as modified. If you do not

agree to the modifications, you are not permitted to use, and should discontinue your use of, the Tools. Modifications will not apply retroactively unless required by law.

## **GENERAL LEGAL TERMS**

1.

**Governing Law; Venue.** You agree that: (i) the Tools will be deemed solely based in the Commonwealth of Virginia; and (ii) the Tools will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than the Commonwealth of Virginia. This Agreement will be governed by the laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the personal jurisdiction of the federal and state courts located in Norfolk, Virginia, for any actions related to this Agreement.

2.

**Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Policy.

3.

**Entire Agreement.** This Agreement, together with any amendments, the Privacy Policy and any additional agreements you may enter into with Amplified in connection with the Tools including other agreements referenced herein, constitute the entire agreement between you and Amplified concerning the Tools.

4.

**Severability.** If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

5.

**No Continuing Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

6.

**Commercial Items.** If access to the Tools is licensed to the United States government or any agency thereof, then the Tools will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent



with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Tools and all related documentation are provided to U.S. Government End Users only as a commercial items and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

#### **HOW TO CONTACT US**

If you have any feedback, questions or comments about the Tools, please contact our support team by email at [labs@amplifiedit.com](mailto:labs@amplifiedit.com), and include the subject as "Attn: Legal – General Terms of Use."

---

**Thanks for reading all of this and welcome to Amplified LABS!**

[Terms of use](#)   [Privacy](#)



Designed by [Elegant Themes](#) | Powered by [WordPress](#)

# privacy-policy

Clone

master

Files Filter files



Name	Size	Last commit	Message
READ...	19.97 KB	2018-06-17	Added statement in relation to GDP

## README.md

### Amplified IT, LLC

### Privacy Policy

*Effective Date: June 20, 2016*

#### ##OUR COMMITMENT TO YOUR PRIVACY

Amplified IT, LLC and its affiliates, including Amplified Labs (collectively referred to as "**Amplified IT**," "**we**," "**our**," or "**us**") understands that security and privacy of personal information is very important to the schools, school districts, and related entities and organizations as well as their administrators (each a "**School**") that we serve and their students, parents, teachers and staff as well as visitors to our websites (collectively, "**you**"). This Privacy Policy ("**Privacy Policy**") describes how we collect, use, share and retain your information through a variety of digital means. We may collect your information through our websites ("**Websites**"), your use of our tools ("**Tools**"), or through the support, audit and other services we provide ("**Services**"). We provide a suite of services and complementary tools that enable educational institutions, teachers and students to get the most out of their Google Apps for Education platform (the "**Google Platform**"). Our Websites allow us to gather information about current and potential customers as well as share information about our Services and Tools.

By accessing or using our Websites, Tools and Services on any computer, mobile phone, tablet or other device (collectively, "**Device**") you consent to the terms of this Privacy Policy. We may modify this Privacy Policy at any time as stated below. Your continued use of our Websites, Tools and Services constitutes your acceptance of this Privacy Policy and any updates. This



Privacy Policy is incorporated into, and is subject to, the Terms of Use for the Websites, Tools and Services.

## THE GEOGRAPHIC LIMITS OF OUR SERVICES

Owing to the legal requirements and liabilities of the General Data Protection Regulation (GDPR) in the European Union, as of May 25th, 2018 our services are no longer supported for customers in Europe.

European users who have installed our services are hereby advised to cease their use.

We remain committed to data-handling practices that are fully-compliant with laws in North America, and that abide the standards of care required by FERPA.

## INFORMATION WE COLLECT

We collect information to provide you with our innovative Tools and Services and to operate our business. We collect Personal User Data, Tool or Service Specific Data, and Anonymous User Data in support of these efforts.

1. **"Personal User Data"** is information that can be used, directly or indirectly, alone or together with other information, to identify you as the user of one of our Tools or Websites. This may include your first and last name, email address, telephone number, and location.
2. **"Tool or Service Specific Data"** includes any information provided by you as part of the functionality of a Tool or the provision of the Services. This may include personal information about you as the user, account username, password, and student information such as student name, email rosters, and class codes.
3. **"Anonymous User Data"** is information that is anonymous, aggregate, de-identified, or otherwise does not reveal your identity. Some examples include school identifiers, IP address, Internet service provider, browser and operating system, referring and exit pages and URLs, date and time spent on our Websites or using the Tools, amount of time spent on particular pages, what sections of the Websites you visit, the number of links you click while on one of our Websites, search terms, website traffic and related statistics, keywords and/or other data.

## HOW WE COLLECT AND USE YOUR INFORMATION

1. **Services.** Depending on the nature of the engagement, Schools may provide us with information required to provide the Services. This may include Tool or Service Specific Data, Personal User Data of students or staff as well as access to account credentials, Devices or systems that contain Personal User Data and/or Tool or Service Specific Data. This information is provided and controlled by your child's school, and is only used in providing our Services in a manner consistent with this Privacy Policy. We do not use student Personal User Data to target ads.



We may also collect Anonymous User Data from our Services. This information may be used to improve our Services or Tools and provide customers with additional information about our products and services.

- 2. Tools.** You will be required to provide your email address when you use our Tools. We do not collect any other Personal User Data through your use of our Tools unless you are specifically prompted for participation within a Tool's dashboard where we may collect Tool and Service Specific Data. You will be provided with an ongoing opt-out option when prompted for any additional information. Our Tools are explicitly designed not to prompt for or collect Personal User Data from student users. The Tool and Service Specific Data collected will be used for the exclusive purpose of providing you with access to paid features of the Tools.

We may collect Anonymous User Data such as the domain (e.g. "myschool.org") portion of your email address or other activity markers that allow us to analyze and report on aggregate user behavior. We use this information to improve our Tools, report usage to existing domain customers, to maintain license subscriptions, and for contacting schools that may be interested in our Services or Tools.

- 3. Tools with Access to Google Services.** During installation, our Tools may ask either you or the domain administrator for the School to authorize us to take actions on your behalf within the services provided by the Google Platform. This authorization process utilizes OAuth2.0 protocols and provides our Tools with a token that allows us limited access and the ability to take specific actions within the Google Platform ("**Google Services**").

These Google Services typically involve sending, storing, and sharing information with others, and may include Personal User Data. Your relationship with Google, Inc. with respect to the Google Services is defined under the terms of use and data privacy policies of Google, Inc.

Unless explicitly initiated by you, no information from within the Google Services is ever shared with us, stored by us in your Google account in a manner that is publicly accessible, or held at rest in a data storage location that is not directly under your control via your Google account.

- 4. Websites.** We may collect Personal User Data from visitors on our Websites via web forms. This may include contact information, geographic location, information about the nature of pre-sales inquiries, product feedback, and support requests. Visitors volunteer the information they wish to share. We gather Anonymous User Data from your use of our Websites including browser type, time on page and click behavior. We use this information to better serve our current and potential customers, to identify future customers and to make improvements to our Services, Tools and Websites.



We also use cookies to compile aggregate data about traffic on our Websites so that we can offer better experiences and tools in the future. Cookies are small text files that help us to personalize the content of our Websites. These cookies do not contain and transmit Personal User Data. You can choose to disable and/or delete all cookies via your browser settings. However, if you disable or delete cookies, some features of our Websites may not function properly. We do not behaviorally target advertising.

## **HOW WE SHARE YOUR INFORMATION**

We will only disclose your Personal User Data or Tool and Service Specific Data with your knowledge and as stated in this Privacy Policy or as otherwise indicated at the time of collection. We will only share your Personal User Data or Tool and Service Specific Data with third parties in certain limited instances, namely with your consent, or as is necessary to complete a transaction, or provide the Services or Tools.

We may disclose your Personal User Data or Tool and Service Specific Data as described in this Privacy Policy and in the following ways:

- 1. Student Data.** Student Personal User Data is not shared or disclosed except as authorized and directed by your child's School. A School may instruct and authorize us to share student Personal User Data with third-party tools or applications it has approved for use by students and/or staff and for which it has obtained parental consent. This may include third-party tools or applications that allow schools to (i) monitor the online activities of students and staff, (ii) interact with parents, students and teachers, or (iii) enhance the education of their students. We may resell or support some of these third-party tools or applications subject to the request and authorization of a School. The practices of the third-party tools or applications will be governed by their privacy policy and terms of use. We strongly encourage you to review such policies prior to sharing any Personal User Data.
- 2. Services and Tools.** In order to enable us to provide the Services we may provide Personal User Data or Anonymous User Data to certain third-party business partners whose products are complementary to our Services. This may include information related to the School and its IT liaison.
- 3. Advertising.** We do not share your Personal User Data with any third-party for advertising purposes.
- 4. Service Providers.** We may share Personal User Data or Tool and Service Specific Data with service providers who provide us with technology services such as web hosting, payment processing and analytics services. Personal User Data and Tool and Service Specific Data is provided to service providers strictly for the purpose of carrying out their work for us. When student Personal User Data is required, we require service providers to implement the same commitments to safeguarding student Personal User Data that we do.



5. **As Required by Law or to Protect Rights.** We may be required, subject to applicable law, to disclose your Personal User Data or Tool and Service Specific Data if: (i) it is reasonably necessary to comply with legal process (such as a court order, subpoena, search warrant, etc.) or other legal requirements of any governmental authority or as otherwise required by law, (ii) such a disclosure would potentially mitigate our liability in an actual or potential lawsuit, (iii) it is necessary to protect our legal rights or property, (iv) it is necessary to protect the legal rights or property or physical security of others, or (v) for the prevention or detection of crime and such disclosure is lawful.
6. **Business Transfers.** If we ever merge with another company, or should we decide to sell, divest or transfer some part or all of our business, we expect that the Personal User Data, Tool and Service Specific Data and Anonymous User Data we have collected will be transferred along with our other business assets. We will not transfer your Personal User Data or Tool and Service Specific Data unless the purchaser or successor entity is subject to the commitments contained in this Privacy Policy for previously collected Personal User Data and Tool and Service Specific Data. In such case we will provide you with notice and an opportunity to opt-out of the transfer of Personal User Data and Tool and Service Specific Data.

## HOW WE PROTECT YOUR INFORMATION

Amplified IT is committed to protecting the security and privacy of your Personal User Data and Tool and Service Specific Data including the Personal User Data of the students in the schools we serve. We comply with applicable laws and regulations, which govern or apply to our Tools and the provision of our Services.

1. **Information Security.** We maintain strict administrative, technical, and physical procedures to protect any Personal User Data and Tool and Service Specific Data that is stored on our servers against unauthorized access, theft and loss. Access to Personal User Data and Tool and Service Specific Data is limited to those employees or contractors who require it to perform their job functions and are bound by strict contractual confidentiality obligations. We use industry-standard Secure Socket Layer (SSL) encryption technology, user/password credentials and two factor authentication to safeguard access to Personal User Data and Tool and Service Specific Data. Any data transmitted between a local Device and Google or our cloud servers is sent in https encrypted form through a secure website, secure file transfer, or through Google Drive / Spreadsheet infrastructure. Other security safeguards include but are not limited to data encryption, firewalls, physical access controls to building and files, and other industry-standard best practices.
2. **Your Responsibility.** Our Tools may contain features that, if used incorrectly, can result in the inappropriate sharing of sensitive information including Personal User Data within the Google Platform. It

is solely your responsibility to share sensitive information appropriately when using our Tools.

## MANAGING YOUR PRIVACY SETTINGS AND ACCESS TO INFORMATION

1. **Student Personal User Data** Student Personal User Data is provided and controlled by your child's School. Upon request, we will grant you reasonable access to Personal User Data that we have about your child for the purpose of reviewing and/or requesting changes. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our databases.

Parents have the right to ask that the online records of their children under the age of 13 be removed from the storage of any online service provider. If you wish to request that Amplified IT remove your child's records from our database, please contact the appropriate official at your child's School and ask them to carry out this action in collaboration with our team. If you have any questions about reviewing, modifying, or deleting your child's records, please contact the appropriate official at your child's School directly.

2. **Opting-Out.** You may opt-out of allowing us to share your Personal User Data and Tool and Service Specific Data with third-party business partners for the purpose of providing products and services that are complementary to our Services. You may also elect to opt-out when prompted by our Tools to provide any additional information or to allow access tokens.
3. **Access Tokens for Google Services.** If you have installed our Tools and enabled the access tokens for Google Services, you can revoke the access tokens at any time from your Google Account settings. In the case of domain-installed apps, access tokens can be revoked by the domain administrator for your child's School.
4. **Deleting or Disabling Cookies.** You may be able to disallow cookies to be set on your browser. Please look for instructions on how to delete or disable cookies and other tracking/recording tools on your browser's technical settings. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information about managing your cookie settings, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org). Please note that if you disable and do not accept cookies, some features and services may not be available to you.
5. **Manage Your Geolocation Services.** Most mobile Devices provide users with the ability to disable location services. Disabling location services will not allow us to collect your location data (by virtue of the location of your mobile Device) when you use our Tools. Most likely, these controls are located in the Device's settings menu. If you have questions about how to disable your Device's location services, we recommend you contact your mobile service carrier or your Device manufacturer.



## DATA RETENTION

Except as set forth below, we may retain Personal User Data for the period of time required to provide the Services or the Tools. We may continue to retain Personal User Data for a commercially reasonable time following termination of the Services (i) for backup, archival, or audit purposes, (ii) to enforce our Terms of Use, or (iii) to comply with our legal obligations. Access credentials associated with a School will be promptly deleted upon termination. We may retain and use Anonymous User Data indefinitely.

For Services that involve provisioning of student accounts or other Google resources, student Personal User Data may be retained for the period of time required for the student to have access to our Tools or for us to perform the Services. We do not sell student Personal User Data. Student Personal User Data will be deleted in accordance with the retention policy contained in the applicable terms of use unless we are otherwise instructed by your child's School.

## CHILDREN'S PRIVACY

**(a) Services and Tools.** Schools may provide student Personal User Data, which may include "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), in connection with the provision of Services or use of our Tools. Student Personal User Data is owned and controlled by the Schools at all times. Schools are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and FERPA, including, but not limited to, obtaining parental consent concerning the collection of students' Personal User Data used in connection with the provisioning and use of the Tools or as otherwise contained in this Privacy Policy. Schools are solely responsible for obtaining parental consent before allowing any User under the age of 13 to use any of the Tools.

**(b) Websites.** Except as contained in this Privacy Policy, we do not knowingly collect any Personal User Data from children who are under the age of 13 through our Websites. If you are under the age of 13, please do not provide any Personal User Data through our Websites. Please contact us if you believe we have inadvertently collected or been provided with Personal User Data of a child under the age of 13 without proper parental consents so that we may delete such data as soon as possible.

## LINKS TO THIRD-PARTY WEBSITES, APPLICATIONS AND SERVICES

Our Websites and Tools may contain links to or from third-party websites, applications or services. Please note that this Privacy Policy does not apply to the practices of companies we do not own or control or to people we do not employ or manage. As such, we have no control over the privacy practices of third parties and are not responsible for the privacy policies of any third-party websites, applications or services. We recommend that you review the privacy policies and terms of use of any third-party prior to visiting its website,





downloading its applications or authorizing the third-party to access Personal User Data through our Services.

### **INTERNATIONAL USERS**

Our servers are located and our digital operations are conducted in the United States. Regardless of where you live, you consent to have your Personal User Data and any Tool and Service Specific Data transferred, processed and stored in the United States, and allow Amplified IT to use and collect your Personal User Data, Tool and Service Specific Data and Anonymous User Data in accordance with this Privacy Policy.

### **HOW TO CONTACT US**

If you have any questions or would like to learn more about this Privacy Policy, please contact us at [support@amplifiedit.com](mailto:support@amplifiedit.com).

### **CHANGES TO OUR PRIVACY POLICY**

We may modify this Privacy Policy from time to time so you should review this page periodically. [Click here](#) to see all changes to this Privacy Policy. If we make material changes to this Privacy Policy, we will provide our customers with notice at least 30 days prior to the changes taking effect so each customer has time to evaluate the new policy. If a customer does not wish to be bound by the new policy, the primary administrative contact for the customer can request that we delete the School's data from our systems.

