

Louisiana Department of Education LDOE Grant Portal Terms and Conditions (“Terms”)

Introduction

The Louisiana Department of Education (“LDOE”) is administering the Early Childhood Grant Assessment Program (“Program”) with the continued support of Postlethwaite & Netterville, APAC and other approved service providers (together “Company”). The Program will provide services and solutions through the collection of information through the LDOE Grant Portal and related services (collectively, the “Site”).

By accessing the Site, you and entities on whose behalf you are acting (collectively “Users” or “You”) agree to comply with these Terms (as amended from time-to-time) and all such entities shall be responsible for assuring compliance with these Terms by their respective employees, agents, independent contractors and the like. If You do not wish to agree to these Terms, do not access or use any part of Site. The Company reserves the right to change or modify these Terms at any time, effective when posted on the Site. Your usage of the Site after changes to these Terms are posted shall constitute your acceptance of any changed or additional terms even if you have not reviewed the changes. The Company may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. The Company may also impose limits on certain features and services or restrict Users’ access to parts of or the entire Site without notice or liability.

Data Submission

Users understand and acknowledge that they are responsible for whatever data or information Users submit, and Users, not the Company, have full responsibility for such data, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to the Site, Users warrant that they have any and all rights, permissions and/or consents necessary to submit such data or information.

The data stored in the Site may be sensitive, confidential, and/or Personally Identifiable Information (“PII”). Identifiable information provided in connection with your use of the Site, including financial information, will be considered confidential and the Company will only share such data with LDOE or its designees as directed by LDOE. The Company may use such identifiable data to fulfill its obligations to LDOE and for its internal business purposes. The Company may also otherwise generate, use and disclose aggregated and/or de-identified data. In any event, the Company and LDOE shall use the data in compliance with applicable laws.

The company will implement and maintain commercially reasonable security protocols intended to protect the security of the Site and data submitted to the Site.

User Accounts and Access Rights

- Users are responsible for the security of data, accounts, and systems under their control, including their credentials for accessing the Site.
- Users shall keep their usernames and passwords secure and shall not share account or password information with anyone.
- Users agree that they will immediately notify the Site system administrator pursuant to the Incident Reporting and Notification section of these Terms if login, password, or account information becomes compromised or if there is a suspicion that Site data may have been compromised in any way.
- Providing access to another individual, either deliberately or through failure to secure your credentials, is a violation of these Terms which can result in the suspension of the right to access

or use the Site (See Restrictions on Use section below).

- The authorization to access data within the Site grants Users a limited, non-exclusive, non-transferable, non-assignable, and terminable right to edit, modify, update, and use the data located in the Site in accordance with these Terms and solely for the purpose of evaluation/analysis of the data, internal testing, and use in connection with the LDOE grant fund project. No access or rights are granted for any other purpose.
- Users should immediately contact the Site system administrator pursuant to the Incident Reporting and Notification section of these Terms if Users believe that access has been granted to datasets outside of their engagement needs.
- Users will not be asked to provide their Site access credentials (username, password, etc.) in an unsolicited phone call, email, or other form of communication.

Prohibited Uses of the Site

The following activities are prohibited:

- Engaging in activities that are illegal under local, state, federal, or international law.
- Engaging in activities or taking action that is unlawful, harmful to, or in any way interferes with the use of the Site or the data within the Site.
- Unauthorized copying of copyrighted materials including digitization and distribution of photographs from magazines, books, or other copyrighted software for which User does not have an active license.
- Intentionally introducing malicious programs into the network or server (e.g., viruses, worms, Trojan horses, spyware, ad ware, e-mail bombs, etc.).
- Hacking, attacking, gaining access to, breaching, circumventing, or testing the vulnerability of the user authentication or security of the Site.
- Unauthorized monitoring, scanning, or probing of the network or system or any other action aimed at the unauthorized interception or harvesting of any data contained in the Site.
- Providing guidance, information or assistance with respect to causing damage or security breach to the network hosting the Site or any other network.
- Revealing the Site access credentials to others or allowing unauthorized use of Site access credentials by others.
- Effecting security breaches or disruptions of network communications. Security breaches include accessing data of which Users are not an intended recipient or logging into a server or account that Users are not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, “disruption” includes, but is not limited to, degrading the performance, depriving authorized access, disabling or degrading security configurations.
- Unauthorized disclosure of non-anonymized data which breaches the privacy rights of individuals and/or organizations identified within the data by making public PII or PHI other than for the use intended or approved by LDOE or the Company.
- Attempting to reverse engineer, decrypt, de-anonymize, derive or otherwise re- identify anonymized information.
- Upload a file or other data or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Site).
- Failing to take reasonable security precautions to help prevent violations of these Terms.
- Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by the Company, may harm the Company or other users of the Site or expose them to liability.

The listed activities are not exhaustive but illustrate the types of activities which fall into the category of unacceptable use. To the extent Users are unsure whether a particular use is acceptable, Users should contact the Site system administrator pursuant to the Incident Reporting and Notification section of these Terms for clarification and authorization.

Suspension of Access

The Company and LDOE have the authority and reserve the right, in their discretion, to refuse or limit access to datasets or discontinue further access and use of the Site to any User at any time and for any reason. Users should send a message to the Site system administrator pursuant to the Incident Reporting and Notification section of these Terms if you feel that access has been inappropriately denied. Additionally, the Company has the authority and reserves the right to remove any material posted on the Site which the Company, in its sole discretion, deems inconsistent with these Terms, including any material the Company has been notified, or has reason to believe, constitutes a copyright infringement. The Company also reserves the right to take any action it deems necessary to protect the personal safety of users of the Site and the public; however, the Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

Proprietary Rights

The entire contents of the Site (including all information, software, text, displays, images and audio) and the design, selection and arrangement thereof, are proprietary to the Company or its affiliates or licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. Users are authorized only to use the content on the Site for approved purposes. Users may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on the Site without the prior written consent of the Company, except to: (a) store copies of such materials temporarily in RAM, (b) store files that are automatically cached by your Web browser for display enhancement purposes, and (c) print a reasonable number of pages of the Site; provided in each case that Users do not alter or remove any copyright or other proprietary notices included in such materials. Neither the title nor any intellectual property rights to any information or material in the Site are transferred to Users, but remain with the Company or the applicable owner of such content. Except as expressly authorized by the Company in writing, Users may not reproduce, sell or exploit for any commercial purposes (a) any part of the Site, (b) access to the Site or (c) use of the Site or of any services or materials available through the Site.

Compliance

The Site is intended for use in the State of Louisiana, USA. The Company makes no representation that materials in Site are appropriate or available for use in other locations. If Users access the Site from other locations, they are responsible for complying with applicable local laws.

Responsibilities of Site Users

- Users agree that they shall not at any time during their association with Program use information in the Site except as may be required in the course and scope of their duties and responsibilities provided such use is in accordance with applicable law and these Terms.
- Users agree that they will not use, access, or attempt to access information in the Site after their association with the Program ends.
- Users agree that they will notify Company immediately of any known or suspected violation of these Terms.
- Users understand and agree that their obligations outlined herein will continue even after the Program is closed out or concluded.

Disclaimers; Limitation of Liability

Users acknowledge and agree that the Company cannot and does not guarantee or warrant that files available for downloading from the Internet or through the Site will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. Users are responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for malware protection, accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. The Company does not assume any responsibility or risk for Users' use of the Internet or the Site.

USE OF THE SITE IS AT USERS' OWN RISK. THE SITE AND ALL CONTENT/DATA THEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SITE, DATA OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT OR DATA MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

In no event shall Company or LDOE be liable to Users or any third party for any direct, indirect, incidental, consequential, special or punitive damages (including, but not limited to, damages arising from the damages to business reputation, lost business, or lost profits), whether foreseeable or unforeseeable, and however caused, even if Company or LDOE are advised of the possibility of such damages, as a result of using the Site and/or the information within the Site. Users have the sole responsibility for the adequate protection and backup of data and equipment used in connection with the Site, and Users will not make a claim against Company or LDOE for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of materials provided on the Site. Users agree to hold Company or LDOE harmless from, and agree not to sue Company or LDOE for, any claims based on or related to the use of the Site.

Incident Reporting and Notification

Users shall notify the Site system administrator at louise.gannuch@eisneramper.com and laura.soileau@eisneramper.com of all relevant details if:

- Logon or account information is compromised.
- Confidentiality or privacy of data is or is believed to be compromised.
- Users receive any legal, investigatory, or other government demand to reverse engineer, decrypt, de-anonymize, or disclose any data in the Site.
- Access has been granted to datasets outside of their engagement needs.
- Users are unsure whether a particular use is acceptable under these Terms.
- User access has been improperly denied.

All notifications sent to Users pursuant to these Terms will be sent via e-mail to the e-mail address on file with LDOE Grant Company or may be in writing to Users' addresses of record. It is the responsibility of the Users to promptly notify the Company and LDOE of any change of contact information.

Miscellaneous

These Terms shall be governed in all respects by and construed in accordance with the laws of the State of Louisiana, USA, without regard to its conflicts of law principles, and exclusive jurisdiction over any

cause of action arising out of these Terms or use of the Site shall be in the state or federal courts located in or near Baton Rouge, Louisiana. Users agree to submit to the jurisdiction of such courts.

These Terms, as they may be amended from time to time, completely and exclusively state the agreement between Users and the Company with respect to the Site, and no other terms that may have been communicated to Users orally or in any other manner shall have any force or effect. Any cause of action Users may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

If any part of these Terms are unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these Terms shall not constitute a waiver of the provision. Neither a course of dealing or conduct between Users and the Company nor any trade practices shall be deemed to modify these Terms.

Users agree that no joint venture, partnership, employment, or agency relationship exists between Users and the Company as a result of these Terms or use of the Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding the foregoing, any additional terms and conditions on the Site will govern the items to which they pertain.

By using the Site, Users agree to comply with these Terms.

Last Updated: February 21, 2024