

Exhibit 2

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the Agreement between Tyler and Client to which this is attached as Exhibit 2. The SLA is effective as of the Effective Date of the Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services shall be delivered in accord with the then-current Maintenance Agreement for the Tyler Software Products licensed by Client.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client’s applications, content or equipment, or the acts or omissions of any of Client’s service users or Client’s third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the Agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure

III. Service Availability

The Service Availability of Tyler’s applications is intended to be 24/7/365 (excluding maintenance windows). Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle’s end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to

do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

VI. Data Privacy

A. Definitions. For purposes of this Agreement, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189. "Education records" and "personally identifiable information" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

B. Purpose of Agreement: The Parties agree that the purpose of this Section VI is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain): _____

C. General Provisions

1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
2. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by certified mail, return receipt requested or nationally-recognized commercial delivery service. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use personally identifiable information contained in student data for any targeted advertising.

If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

D. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, to the extent applicable to the Contractor;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312, to the extent applicable to the Contractor;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content. The parties understand, however, that Contractor is not in the business of making individualized electronic accounts available, and that once the Contractor's contract with the Board terminates or expires, if ever, Contractor's business model may not support the arrangement contemplated herein. Nothing in this Section E(2) is to be construed as imposing an obligation on Contractor to offer a service that Contractor does not already offer.
3. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than five (5) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board. The contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data.
4. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
5. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any student data covered under this Agreement to its successor.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, the Contractor shall provide initial notice to the Board as soon as possible, but not more than fifteen (15) days after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to *Michael Feeney, Director of Finance and Operations at mfeeney@darienps.org or Marge Cion, Director of Human Resources at mcion@darienps.org*. and shall include the following information, to the extent known at the time of the Initial Notice:
 - a. Date and time of the breach;
 - b. Names of student(s) whose student data was released, disclosed or acquired;

- c. The nature and extent of the breach;
- d. The Contractor's proposed plan to investigate and remediate the breach.

The Board shall notify the Contractor in writing of any change to an email address listed in this section. The Board shall indemnify and hold harmless the Contractor from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) resulting from the Board's failure to so notify the Contractor.

2. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system. To the extent required by applicable law, not later than thirty (30) days after discovery of the breach, the Contractor shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
3. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for reasonable costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.
4. Notwithstanding the breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor's notice of breach to a student or parent or guardian of a student:
 - a. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
 - b. Date and time of the breach.

G. Choice of Law, Choice of Forum, Merger, Severability

1. **Choice of Law.** The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
2. **Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
3. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
4. **Severability.** A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.