## EXHIBIT "H" - Additional Terms or Modifications Version Common Sense Media LLC

LEA and Provider agree to the following additional terms and modifications:

## ARTICLE V: DATA PROVISIONS

- 2. <u>Audits</u>. No more than once a year, or following unauthorized access, <del>upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will also cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.</del>
- 3. <u>Data Security</u>. The Provider agrees to utilize administrative, physical, and technical safeguards <u>consistent</u> with industry standards and designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework <u>that may be</u> based on one of the nationally recognized standards set forth in <u>Exhibit "F"</u>. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to <u>Exhibit "H"</u>. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in <u>Exhibit "F"</u>. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

## EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

## 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and San Mateo County OB ce of Education

("Originating LEA") which is dated Sep 30, 2022 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. 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 LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. 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 listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

goodspeed@	commonsense.org			
PROVIDER:	Common Sense Education			
BY:	David Kuizeuga	Date:	10-06-2022	
Printed Name:	David Kuizenga	Title/Position:	Chief Financial OB cer	
2. Subscribing LEA				
General Offer of Priva terms of this DPA for tl and the Provider. **Pf	acy Terms. The Subscribing L heterm of the DPA between t	EA and the Provider shall the San Mateo County SUBSCRIBING LEA MUST [	oy its signature below, accepts the therefore be bound by the same OM ce of Education  DELIVER NOTICE OF ACCEPTANCE	
BY:		<sub>Date:</sub> 06/2	2/2023	
Printed NameChris Higle		Title/Position: <b>Chie</b> f	Title/Position: Chief Technology Officer	
SCHOOL DISTRICT NAM	⊿ <u>C</u> eres Unified			
DESIGNATED REPRESE	NTATIVE OF LEA:			
Nam e:	Chris Higle			
Title:	Chief Technology Offic	er		
Address:	2503 Lawrence Street Ceres CA 95307			
Telephone Number:	2095561570			
Em ail:	chigle@ceres.k12.ca.u	S		

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