

## EXHIBIT “H” – Additional Terms or Modifications

Version ExploreLearning, LLC.

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

### ARTICLE V: DATA PROVISIONS

**3. Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards **consistent 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 **that may be** based on one of the nationally recognized standards set forth set forth in **Exhibit “F”**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit “H”**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit “F”**. 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  
Chico Unified School District

("Originating LEA") which is dated May 17, 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 statutes; (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:

sales@explorelearning.com

PROVIDER: ExploreLearning, LLC

BY: Julia Given Date: 05-18-2022

Printed Name: Julia M. Given Title/Position: VP Finance

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Chico Unified School District and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

LEA: San Marcos Unified School District

BY: Erin Garcia Date: 08-19-2022

Printed Name: Erin Garcia Title/Position: Assistant Superintendent of Business

SCHOOL DISTRICT NAME: San Marcos Unified School District Services

DESIGNATED REPRESENTATIVE OF LEA:

Name: Erin Garcia

Title: Assistant Superintendent of Business Services

Address: 255 Pico AVE STE 250 San Marcos CA 92069

Telephone Number: 760-752-1299

Email: erin.garcia@smusd.org