

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Modesto City Schools

("Originating LEA") which is dated Mar 10, 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:

legal@playvs.com

**PROVIDER:** Play Versus Inc

BY: Joe Gibson Date: 03-10-2022

Printed Name: Joe Gibson Title/Position: Controller

**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 Modesto City Schools and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** Anaheim Union High School District

BY: Brad Minami Date: 04-01-2022

Printed Name: Brad Minami Title/Position: Director, Purchasing and

SCHOOL DISTRICT NAME: Anaheim Union High School District Central Services

DESIGNATED REPRESENTATIVE OF LEA:

Name: Brad Minami

Title: Director, Purchasing and Central Services

Address: PO Box 3520 Anaheim CA 92803-3520

Telephone Number: 714-999-3511

Email: minami\_b@auhsd.us

## **EXHIBIT "H"**

### **Additional Terms or Modifications**

Version \_PlayVS\_\_

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

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**WHEREAS**, the Provider offers both scholastic and non-scholastic account types. Scholastic accounts are those that are setup, maintained and managed by the LEA and operating within the scope of this DPA. Non scholastic accounts are not setup, maintained or managed by the LEA and may operate outside the scope of this DPA and therefore, may require additional parental consent. (See, Exhibit A).

### **Article IV: Duties of the Provider**

**6. Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

Provider may not be able to delete Competition Data which is posted publicly on the Provider Service. Provider agrees to take reasonable steps to remove direct identifiers (such as name or player name) from Competition Data upon request by the LEA or by a parent or student.