

EXHIBIT "E"**GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**North East
ISD

Provider offers the same privacy protections found in this DPA between it and _____ ("Originating LEA") which is dated, Nov. 27th, 2023 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@edpuzzle.com

[NAME OF PROVIDER] **EDpuzzle, Inc.**BY: Jaume BohigasDate: Sep 15, 2023Printed Name: Jaume BohigasTitle/Position: Director of Security and Infrastructure**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 North East ISD and the [Provider]. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

EXHIBIT "G"**Supplemental SDPC State Terms for Texas**

Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [NORTH EAST ISD] (the "Local Education Agency" or "LEA") and [EDpuzzle, Inc.] (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

~~**Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.~~

Consider Provider as School Official. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

5. **Modification to Article VII, Section 4 of the DPA.** Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

Entire Agreement. This DPA ~~and the Service Agreement~~ constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

6. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:
- Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
 - Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
 - Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
7. **No Exhibit E without unaltered DPA including Texas Addendum.** Any alterations are only allowed in Exhibit "H". Any terms under Exhibit "H" do not apply to Exhibit "E" and render Exhibit "E" null and void.

EXHIBIT "H"**Additional Terms or Modifications**

(1) Article V, Section 4 "Data Breach", a final paragraph is added after the final paragraph reading as follows:

(6) In the event of a breach arising from Provider's intentional misconduct or negligence, Provider agrees to indemnify the LEA from and against any and all claims brought by a parent and/or student for damages from such a breach, to include any costs of defense to litigation.

(2) Article II, Section 3. "Separate Account" is deleted in its entirety due to incompatibility with the Services. Additionally, all references to "separate account(s)", and to transfers of Student-Generated Content to a separate account, are hereby deleted.

(3) Article IV, Section 6. "Disposition of Data" is amended to read, as follows:

"Upon written request from the LEA, Provider shall dispose of or, subject to the terms set forth herein, return Student Data obtained under the Service Agreement and that is severable from Provider's Services, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Regarding return of Student Data, LEA will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to end-user account deletion. Student Gradebooks will be exported in a standard electronic legible format, such as, but not limited to, .csv or .json. Other data, information or content besides Student Gradebooks is hereby considered as not severable from Provider's Services.

Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data upon eighteen (18) months of end-user account inactivity. The duty to dispose of Student Data shall not extend to Student Data that has been De- Identified, or to backups of Student Data that are part of Provider's disaster recovery storage system. Backups of Student Data may be retained by the Provider for an additional term of six (6) months after termination of Services, provided such backups remain inaccessible to the public and are unable to be used by the Provider in the normal course of its business.

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".

EXHIBIT "H"**Additional Terms or Modifications**

(4) Article V, Section 2. "Audits" first sentence is replaced with the following and a final paragraph is added after the third sentence:

"No more than once a year, except in the event of a security breach, upon receipt of a written request from the LEA with at least thirty (30) calendar days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit, at LEA's expense, 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. [...]"

"Any audit must be: (i) conducted during Provider's regular business hours; (ii) carried out in a manner that prevents unnecessary disruption to Provider's operations; and (iii) subject to reasonable confidentiality procedures. Notwithstanding the foregoing, the Provider may provide the LEA with a recent independent audit report on Provider's privacy and security practices as an alternative to undergoing an audit."

(5) Exhibit C. "Student-Generated Content". The following sentence is added:

"Student-generated content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment."

(6) Exhibit G, Section 5. "Modification to Article VII, Section 4 of the DPA" is hereby suppressed and removed from the terms of this DPA.

(7) Exhibit G, Section 6. "Reimbursement of Expenses Associated with Security Breach" is amended to read, as follows:

"In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for all reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

1. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
2. Reasonable legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
3. Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws."

(8) Exhibit G, Section 7. "No Exhibit E without unaltered DPA including Texas Addendum" is hereby suppressed and removed from the terms of this DPA.

TX DPA North East ISD (rev. 09.12.23) (3)

Final Audit Report

2023-09-15

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