

**STUDENT DATA PRIVACY AGREEMENT**  
**between**  
**GREEN BAY AREA PUBLIC SCHOOL DISTRICT**  
**and**  
**ZOOM VIDEO COMMUNICATIONS, INC.**

This Student Data Privacy Agreement, inclusive of the Standard Clauses and all exhibits (collectively, this “**DPA**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”) between Green Bay Area Public School District, located at 200 S. Broadway Street, Green Bay, WI 54303 (the “**Local Education Agency**” or “**LEA**”) and Zoom Video Communications, Inc., located at 55 Almaden Blvd, Suite 600, San Jose, CA 95113 (the “**Provider**”).

**WHEREAS**, the Provider is providing information technology services to LEA;

**WHEREAS**, the Provider and LEA recognize the need to protect Student Data (as defined in Exhibit B) exchanged between them as required by applicable laws and regulations, including but not limited to, 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), and applicable state privacy laws and regulations; and

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

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. **Special Provisions.** Check if Required

- If checked, the supplemental state terms attached hereto as Exhibit D apply to this DPA in their entirety (the “**Supplemental State Terms**”).
- If checked, the Provider, has signed Exhibit C to the Standard Clauses, otherwise known as “**General Offer of Privacy Terms.**”

2. **Conflict Resolution.** In the event of a conflict between Supplemental State Terms and other parts of this DPA, the Supplemental State Terms govern and control to the extent required to resolve the conflict. In the event there is conflict between the terms of this DPA and any other writing pertaining to the subject matter herein, including, but not limited to the services agreement or terms of service (“**Services Agreement**”) and the Provider privacy policies (collectively, “**Provider Terms**” herein), the terms of this DPA govern and control to the extent required to resolve the conflict.
3. **Term.** This DPA will commence on the Effective Date and continue for a period of three (3) years, after which this DPA will automatically renew on a month to month basis unless: (i) the Services Agreement terminates or expires earlier, in which case this DPA will automatically terminate or expire; (ii) this DPA is terminated earlier in accordance with its terms; or (ii) there is mutual agreement of the parties to terminate this DPA as evidenced by a duly signed termination agreement (collectively, the “**Term**”).
4. **Services Description.** The services to be provided by Provider to LEA pursuant to this DPA are detailed [here](#), unless separate terms are currently in effect between the parties pursuant to the Services Agreement (the “**Services**”). All obligations under this DPA apply only to Zoom services.
5. **Notices.** All legal notices required or permitted to be given hereunder may be given via e-mail transmission, nationally recognized overnight courier, or first-class mail, which must be sent to the designated representative below in order for notice to be effective.

The designated representative for the Provider for this DPA is:

Lynn Haaland, Chief Privacy Officer  
Zoom Video Communications, Inc.  
55 Almaden Blvd.  
San Jose, CA 95113  
With a copy of [legal@zoom.us](mailto:legal@zoom.us) and [privacy@zoom.us](mailto:privacy@zoom.us)

The designated representative for the LEA for this DPA is:

Amy Sterckx, Executive Director of Technology  
Green Bay Area Public School District  
200 South Broadway Street  
Green Bay, WI 54303  
alsterckx@gbaps.org

**IN WITNESS WHEREOF**, LEA and Provider have executed this DPA as of the dates indicated below.

**GREEN BAY AREA PUBLIC SCHOOL DISTRICT**

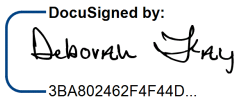

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Date:

Printed Name:

Title/Position:

**ZOOM VIDEO COMMUNICATIONS, INC.**

By:  DocuSigned by:  
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Date:

Printed Name:

Title/Position:

## STANDARD CLAUSES

### ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the rights and obligations of the parties with respect to Student Data, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations pertaining to Student Data, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services that would otherwise need to be provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to Provider's use of Student Data.
- 2. Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Type of Data, attached hereto as Exhibit A.
- 3. DPA Definitions.** Definitions used in this DPA are found in Exhibit B. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing pertaining to the subject matter herein, including, but not limited to, the Provider Terms.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Provider Terms is and will continue to be the property of LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider by LEA, including any modifications or additions or any portion thereof from LEA or its authorized designee, and to the extent still subject to legal protections under applicable law, are subject to the provisions of this DPA in the same manner as the original Student Data. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data.
- 2. Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of the Services. If a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. LEA Student Data Access.** LEA shall have access to Student Data during the term of this DPA; however, Student Data will only be available for the time periods set forth in Provider's Services Agreement and data deletion policies. LEA shall have the right to import or export Student Data at LEA's discretion and cost, without interference from Provider.
- 4. Law Enforcement Requests.** Should law enforcement or other government entities contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA to the extent allowed by law and in accordance with Provider's government requests guide. LEA is on notice of and has reviewed Provider's government requests guide currently located at <https://explore.zoom.us/en/trust/government-requests-guide/>, and LEA acknowledges that this DPA does not restrict Provider's right to modify the government requests guide from time to time.
- 5. Public Records Requests.** LEA is responsible for responding to all public records requests, and Provider is under no obligation to gather, retrieve, recreate, or otherwise use its personnel to respond to a public records request, except as required by law or at Provider's sole discretion.

6. **Subprocessors.** Provider shall enter into written agreements with all subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Services Agreement, whereby the subprocessors are reviewed for appropriate administrative, technical, and physical safeguards that are appropriate for the services being performed and the data being processed. LEA is on notice of Provider's subprocessors listed [here](#), and LEA acknowledges that this DPA does not restrict Provider's right to modify its subprocessors from time to time.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall protect Student Data privacy and security and share and provide Student Data only for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **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.
3. **Reasonable Precautions.** LEA shall protect Student Data by implementing administrative, physical, and technical safeguards, including those specifically designed to secure usernames, passwords, and any other means of gaining access to the Services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly and in all cases within seventy-two (72) hours of any known or suspected unauthorized access to Student Data or the Services. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
5. **Use of Services and Consents.** LEA shall use the Services solely for educational purposes when using it with children under 13. LEA consents to Provider's collection practices described in its Children's Educational Privacy Statement located [here](#). LEA verifies that it is authorized to provide consent on behalf of its organization. LEA shall obtain parent or guardian consent for any third-party apps that LEA chooses to allow children to use in connection with Provider's Services. LEA is on notice of Provider's Privacy Statement [here](#) and the aforementioned Children's Educational Privacy Statement, each of which LEA acknowledges and is aware of and consents to Provider's right to modify these policies from time to time.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security applicable to Provider in its performance of the Services, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Services Agreement, including persistent unique identifiers, shall be used for no purpose other than (i) to deliver the Services, (ii) as stated in the Provider Terms, and (iii) as otherwise permitted by law.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees who have access to Student Data to perform their duties in accordance with all applicable provisions of this DPA with respect to the Student Data shared as a result of Provider's delivery of the Services to LEA. Provider agrees to require that all employees with access to Student Data be bound by an employee non-

disclosure contract.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data other than as directed or permitted by the LEA, this DPA, or applicable law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider. Provider will not sell Student Data to any third party.
5. **De-Identified Data.** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purposes and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for subprocessors, Provider agrees not to transfer De-Identified Data to any party unless (a) that party agrees in writing not to attempt re-identification or would be unable to re-identify, or (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement during the term of the Services Agreement or for a period of thirty (30) days following termination or expiration of the Services Agreement. During the term of the Services Agreement and this DPA, LEA will only have access to Customer Content (as defined in the Services Agreement) for the preceding year. Upon termination of this DPA and the Services Agreement, if no written request from the LEA is received, Provider shall thereafter remove LEA access, dispose of all Student Data, or both in accordance with Provider's practices, procedures, and data deletion policies. 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.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees, or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. LEA acknowledges that certain Student Data may be disclosed or accessed outside the United States during a technical support engagement initiated by LEA.
2. **Audits.** Not more than once per year, or following unauthorized access of Student Data, upon receipt of a written request from the LEA with at least ten (10) business days' prior written notice, Provider will allow the LEA to audit the security and privacy policies 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. Provider will share its customer-facing third party audit reports applicable to LEA upon written request from LEA on an annual basis. Provider may require additional terms of confidentiality as a condition to receipt of

Provider's sensitive security-related information.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized: (i) access, (ii) disclosure, (iii) acquisition, (iv) destruction, (v) use, or (vi) modification. The Provider shall adhere to applicable law relating to data security that applies to Provider in its performance of the Services to LEA. The Provider shall implement adequate technical and organizational data security requirements.
4. **Data Breach.** In the event of a confirmed unauthorized release, disclosure, or acquisition of Student Data that compromises the security, confidentiality, or integrity of the Student Data maintained by the Provider, Provider shall provide email notification to LEA within seventy-two (72) hours of confirmation of the unauthorized release, disclosure, or acquisition, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. For clarity, Provider's obligations of notice under this Section 4 (Data Breach) are limited to Student Data that would require notification under applicable statutes applicable to LEA and not simply any Student Data.

The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

- (a) The name and contact information of the reporting LEA subject to this section.
- (b) A list of the types of Student Data that were or are reasonably believed to have been the subject of a breach.
- (c) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

Provider further acknowledges and agrees to have a written incident response plan and agrees to provide LEA, upon request, with a summary of said written incident response plan. In the event of a breach originating from LEA's use of the Services, Provider shall reasonably cooperate with LEA to assist LEA in its efforts to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**

By signing the attached form of General Offer of Privacy Terms, Provider agrees to be bound by the terms of this DPA and Exhibit C with any other LEA who countersigns and accepts Exhibit C.

#### **ARTICLE VII: LIMITATION OF LIABILITY**

1. **Exclusion of Consequential Damages.** Neither party will be liable to the other party for any indirect, incidental, special, or consequential damages or damages for loss of revenues or profits, loss of use, business interruption, loss of data, or the cost of substitute products or services, whether arising in an action in contract or tort, even if the other party has been advised of the possibility of such damages.
2. **Aggregate Liability Cap.** Provider's total and aggregate liability for any damages arising under this DPA will not exceed an amount equal to the total charges paid or payable to Provider by LEA under the Services Agreement in the prior twelve (12) months preceding the incident giving rise to the claim. This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, misrepresentations, negligence, strict liability and other torts. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

3. **Clarification of Liability Exclusions and Limitations.** This Article VII does not limit Provider's liability for any fines or other obligations imposed on Provider by a lawful authority of competent jurisdiction or for damages directly caused by Provider's willful misconduct.

#### **ARTICLE VIII: MISCELLANEOUS**

1. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent. Either party may terminate this DPA and any Services Agreement if the other party materially breaches any terms of this DPA and fails to cure the breach within thirty (30) days or another reasonable time agreed to by the parties in a duly signed writing.
2. **Effect of Termination and Survival.** If the Services Agreement and this DPA are terminated, the Provider shall return or destroy all of LEA's Student Data in accordance with Provider's data deletion and destruction policies. Irrespective of termination of the Services Agreement and this DPA, the obligations of Provider under this DPA will continue until Provider has returned or destroyed all of the LEA's Student Data.
3. **Entire Agreement; Modifications; Waiver.** This DPA constitute 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. Neither party has relied upon any such prior or contemporaneous communications. This DPA may be amended and the observance of any provision of this DPA may be waived only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right.
4. **Counterparts and Electronic Signatures.** This DPA and any Exhibit hereto may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. This DPA and any Exhibit hereto may be electronically or digitally signed, and any electronic or digital signatures appearing on this DPA or an Exhibit are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** The laws of the state in which the LEA resides governs this DPA, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction of the state and federal courts for the county of the LEA for any dispute arising out of or relating to this DPA. In the event of a dispute that involves both the Provider Terms and this DPA, then the governing law and venue set forth in the Services Agreement will govern and control.
7. **Successors and Assigns.** This DPA is and shall be binding upon the respective successors and assigns of the parties, whether through merger, acquisition, consolidation, or other business reorganization or sale of all or substantially all of the assets of such business.



8. **Authority.** Each party represents that it is authorized to enter into this DPA and that the signatory is duly authorized to sign this DPA.

**EXHIBIT A  
SCHEDULE OF TYPE OF DATA  
AND PROCESSING DETAILS**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify: device type and features (such as camera version), technical product usage, settings (such as audio, video, screen sharing settings)	X
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (e.g. video recordings, chats)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses (optional and only applicable if provided)	X
	Teacher names and meeting host names (optional and only applicable if provided)	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (school district) ID number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username (optional and only applicable if provided)	X
	Student app passwords (optional and only applicable if provided)	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires (optional and only applicable if provided)	X
Student work	Student generated content; writing, pictures, etc. (optional and only applicable if provided during Zoom meeting)	X
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Performance scores	

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: profile picture if provided/optional	X
General	Privacy information, general information as provided in Provider's Privacy Statement (found <a href="#">here</a> ) and Provider's Children's Educational Privacy Statement (found <a href="#">here</a> )	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

## **EXHIBIT B ADDITIONAL DEFINITIONS**

**De-Identified Data and De-Identification** mean records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual or an individual's device.

**Education Records** mean, as defined by applicable law and, if not defined, Education Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered personally identifiable information or Student Data (as defined under applicable law).

**Operator** means an Operator as defined by applicable law and, if not defined, an Operator means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "Operator" for the purposes of this section.

**Originating LEA** means an LEA who originally executes this DPA in its entirety with the Provider.

**Student Generated Content** means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official** means, for the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use its own employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re- disclosure of personally identifiable information from Education Records.

**Student Data** means any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal

records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data may include Metadata, except to the extent expressly excluded under the definition of Metadata above. Student Data further includes personally identifiable information ("PII"), as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit A is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's Services.

**Subscribing LEA** means an LEA that accepts the Provider's General Offer of Privacy Terms and is under a Services Agreement with Provider.

**Targeted Advertising** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**EXHIBIT C  
GENERAL OFFER OF PRIVACY TERMS**

Provider offers the same privacy protections found in the DPA between it and GREEN BAY AREA PUBLIC SCHOOL DISTRICT (“Originating LEA”) which is dated \_\_\_\_\_, 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 the terms of the DPA, and Provider’s signature below does not bind Provider to any other terms. 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 listed in the Provider Terms; or (3) at the end of the term set forth in the DPA.

To indicate Subscribing LEA’s acceptance, Subscribing LEAs must send the signed Exhibit “C” to Provider at the following email address:

ZOOM VIDEO COMMUNICATIONS, INC.

By:

Date:

Printed Name:

Title/Position:

Subscribing LEA

A Subscribing LEA, by agreeing to Provider Terms, and by its signature below, accepts this General Offer. The Subscribing LEA and the Provider shall therefore be bound by the same terms of the DPA for the term of the DPA between the Originating LEA and the Provider, unless terminated earlier in accordance with this General Offer or the DPA.

Subscribing LEA: (School District Name):

By:

Date:

Printed Name:

Title/Position:

DESIGNATED REPRESENTATIVE OF LEA FOR PURPOSES OF SECTION 5 NOTICES:

Name:

Title:

Address:

Telephone Number:

Email:

**EXHIBIT D  
SUPPLEMENTAL STATE TERMS**