

WISCONSIN STUDENT DATA PRIVACY AGREEMENT

School District/Local Education Agency:

School District of Fort Atkinson

AND

Provider:

Honorlock, Inc.

Date:

February 29, 2024

This Wisconsin Student Data Privacy Agreement (“DPA”) is entered into by and between the School District of Fort Atkinson (hereinafter referred to as “LEA”) and Honorlock, Inc. (hereinafter referred to as “Provider”) on February 13, 2024. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated ~~Insert Date~~ (“Service Agreement”); and  
April 1, 2024

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to Wisconsin state student privacy laws, including pupil records law under Wis. Stat. § 118.125 and notice requirements for the unauthorized acquisition of personal information under Wis. Stat. § 134.98; and

**WHEREAS**, for the purposes of this DPA, Provider is a school district official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in Wisconsin the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, and applicable Wisconsin law, all as may be amended from time to time. In performing these services, the Provider shall be considered a School District Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

**2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:

Provider offers online proctoring services including AI functionality, and if ordered by LEA, including live review of flagged events or recording of exam sessions.

**3. Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.

#### **Honorlock Data Attribute List**

<b>Data</b>	<b>Use</b>
Student name, email, ID	Identification of the student taking the exam
Student connection information	Identification of student location and computer/browser information while taking the exam session
Student face photo/ID images	Identification of the student taking the exam
Student webcam recording	Proctoring the exam and analyzing their session
Instructor name and email address	Assigning exam information and communication to the proctoring system
Instructor exam and course information	Proctoring the exam to the student in the course
School LTI keys and instructor Oauth keys	LMS integration and authentication

**4. DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

**1. Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to

Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School District Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

**2. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 30 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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. Separate Account.** Intentionally omitted - no pupil generated content shall be generated pursuant to the Services Agreement.

**4. Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA as soon as possible in advance of a compelled disclosure to a Third Party. Notwithstanding the foregoing, Provider may respond to a court-ordered request or request from the Department of Education if Provider's legal counsel reasonably determines such response is legally required in the absence of intervention by LEA.

**5. Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA, as well as state and federal law.

### **ARTICLE III: DUTIES OF LEA**

**1. Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, and applicable Wisconsin law.

**2. Annual Notification of Rights.** The LEA shall include a specification of criteria under FERPA 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 take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

**4. Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate

and respond to any unauthorized access.

#### **ARTICLE IV: DUTIES OF PROVIDER**

**1. Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, and applicable Wisconsin law.

**2. Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

**3. Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

**4. No Disclosure.** Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

**5. Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any student data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Upon LEA written request, Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may administer and delete any Student Data without Provider assistance using the service functionality.

**a. Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

**b. Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement, Provider shall dispose or delete all Student Data obtained under the Service Agreement in accordance with Provider's standard data deletion processes.

Provider shall archive a copy Student Data for one (1) year solely for the purpose of responding to legal or contractual matters, and such Student Data shall remain subject to all data privacy and confidentiality terms herein for so long as it is within Provider's control.

**6. Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

## **ARTICLE V: DATA PROVISIONS**

**1. Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition. Notwithstanding the foregoing, Provider shall be permitted to retain a copy of Student Data in accordance with Clause 5.b above.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide

LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

Paul Morales contracts@honorlock.com

- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with Provider's security policy which is materially similar to this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with the terms of their Subprocessor agreements, which are materially similar to the terms in this Article.
- h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Provider's hosting service performs digital and physical periodic risk assessments.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of knowledge of the incident, and not exceeding forty-eight (48) hours. Provider shall follow its data incident process which is substantially similar to and contains substantially similar information (provided such information is available at the time of notice) as in the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed because of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA’s discretion, the security breach notification may also include any of the following:
  - i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to review with LEA via teleconference, upon request, said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider’s assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include substantially similar information as the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach caused by Provider’s or Provider’s subcontractors’ breach of this DPA.
- g. In the event of a breach originating from LEA’s use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data at LEA’s expense.

## **ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS**

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit “E”), be bound by the terms of this DPA to any other LEA who signs the



acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

### a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: DJ Scullin

Title: Director of Technology

Contact Information:

201 Park Street

Fort Atkinson, WI 53538

dj@fortschools.org

The designated representative for the Provider for this Agreement is:

Name: Pat Henn

Title: CFO

Contact Information:

legal@honorlock.com

2500 N Military Trail, Suite 322\_

Boca Raton, FL 33431

- b. Notification of Acceptance of General Offer of Privacy Terms.** Upon execution of Exhibit “E”, General Offer of Privacy Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for notice of acceptance of the General Offer of Privacy Terms is:

Name: Pat Henn

Title: CFO

Contact Information:

legal@honorlock.com

2500 N Military Trail, Suite 322

Boca Raton, FL 33431

**6. Entire Agreement.** This DPA 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.

**7. 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.

**8. Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**9. Authority.** LEA represents that it is authorized to bind to the terms of this Agreement.

Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any successor entity to the Provider shall also be bound to the Agreement.

**10. Waiver.** No delay or omission of a Party to exercise any right hereunder shall be construed as a waiver of any such right and each Party reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**11. Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

*[Signature Page Follows]*

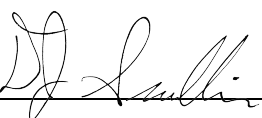
**IN WITNESS WHEREOF**, the parties have executed this Wisconsin Student Data Privacy Agreement as of the last day noted below.

Provider:

BY: Patrick Henn Date: 03/19/2024

Printed Name: Patrick Henn Title/Position: CFO

Local Education Agency:

BY:  Date: 3/21/2024

Printed Name: DJ Scullin Title/Position: Director of Technology

**EXHIBIT “A”****DESCRIPTION OF SERVICES**

As a Software-as-a-Service (SaaS) offering, Honorlock’s cloud-based proctoring software integrates with an academic institution’s learning management system (LMS), such as Blackboard, D2L, Brightspace, or Canvas. Proctoring reports and video footage of the student taking the exam are made available within the LMS console.

Honorlock’s proprietary technology includes the following distinct features for its users:

- Search and Destroy- Protects test content by seeking out websites with copies of leaked test data and files the Digital Millennium Copyright Act (DMCA) takedown notices to have them removed.
- Live Pop In™- Prompts a live proctor to “pop in” to a student’s session based on artificial intelligence (AI) detection of abnormal testing behavior.
- Browser Guard- Enables Browser Guard which not only records the entire desktop for the entirety of the exam, but also prevents copy and paste, opening new windows or tabs, or interacting with any other application on the desktop.
- Multi-Device Detection- Detects if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. In the event of a secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

Faculty interact with the software within their LMS when enabling Honorlock on assessment’s selection which security features enable and reviewing student videos and proctoring results once the exam is complete. Students also use Honorlock through their LMS. When starting their exam within their LMS, students are prompted to install Honorlock’s Chrome extension and launch the application to record their exam session.

**EXHIBIT “B”****SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if used by your system</b>	<b>Category of Data</b>	<b>Elements</b>	<b>Check if used by your system</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X	Application Use Statistics	Meta data on user interaction with application	X
	Other application technology meta data-Please specify:	X OS/Device, Browser	Assessment	Standardized test scores	
				Observation data	X

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
	Other assessment data- Please specify:	X (question nav and timing)		counselor	
				Specific curriculum programs	
				Year of graduation	
				Other enrollment information- Please specify:	
Attendance	Student school (daily) attendance data		Parent/Guardian Contact Information	Address	
	Student class attendance data			Email	
				Phone	
Communications	Online communications that are captured (emails, blog entries)	Support and Proctor Chats	Parent/Guardian ID	Parent ID number (created to link parents to students)	
Conduct	Conduct or behavioral data	X (flags)	Parent/Guardian Name	First and/or Last	
	Date of Birth	X (ID)	Schedule	Student scheduled courses	
	Place of Birth			Teacher names	X
	Gender	X (ID)			
	Ethnicity or race	X (ID)			
	Language information (native, preferred or primary language spoken by student)		Special Indicator	English language learner information	X (possible accommodation)
	Other demographic information- Please specify:			Low income status	
				Medical alerts /health data	
Enrollment	Student school enrollment	X		Student disability information	X (possible accommodations)
	Student grade level				
	Homeroom				
	Guidance				

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
		)		reads below grade level)	
	Specialized education services (IEP or 504)				
	Living situations (homeless/foster care)		Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
	Other indicator information- Please specify:				
			Student Survey Responses	Student responses to surveys or questionnaires	X
Student Contact Information	Address	X (Id)			
	Email	X			
	Phone				
			Student work	Student generated content; writing, pictures etc.	(seen on camera but not stored)
Student Identifiers	Local (School district) ID number			Other student work data - Please specify:	
	State ID number				
	Vendor/App assigned student ID number	X			
	Student app username		Transcript	Student course grades	
	Student app passwords			Student course data	
				Student course grades/performance scores	
Student Name	First and/or Last	X		Other transcript data -Please specify:	
			Transportation	Student bus assignment	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student	X (Flags)		Student pick up and/or drop off location	

<b>Category of Data</b>	<b>Elements</b>	<b>Check if used by your system</b>
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time \_\_\_\_\_.  
 \*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed



## EXHIBIT “C”

### DEFINITIONS

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**Educational Records:** Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

**NIST:** Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

**Operator:** The term “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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

**Provider:** For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

**Pupil Records:** Means all of the following: (1) Any information that directly relates to a pupil that

is maintained by LEA;(2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee; and any information that meets the definition of a “pupil record” under Wis. Stat. § 118.125(1)(d). For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School District Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B) and Wis. Stat. § 118.125(2)(d), a School District Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) and Wis. Stat. § 118.125(2) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes 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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Wisconsin and federal laws and regulations. Student Data as specified in Exhibit “B” 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.

**SDPC (The Student Data Privacy Consortium):** Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

**Student Personal Information:** “Student Personal Information” means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

**Subscribing LEA:** An LEA that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term “Subprocessor” (sometimes referred

to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

**Third Party:** The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

**EXHIBIT “D”**

**DIRECTIVE FOR DISPOSITION OF DATA**

[Name or District or LEA] directs [Name of Provider] to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<b><u>Extent of Disposition</u></b>	
Disposition shall be:	_____ Complete. Disposition extends to all categories of data.
<b><u>Nature of Disposition</u></b>	
Disposition shall be by:	_____ Destruction or deletion of data.
<b><u>Timing of Disposition</u></b>	
Data shall be disposed of by the following date:	_____ As soon as commercially practicable
	_____ By (Insert Date) _____
	[Insert or attach special instructions]

\_\_\_\_\_  
 Authorized Representative of LEA  
  
Patrick Henn  
 Verification of Disposition of Data  
 by Authorized Representative of Provider

\_\_\_\_\_  
 Date  
 03/19/2024  
 \_\_\_\_\_  
 Date

**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS  
School District of Fort Atkinson**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and School District of Fort Atkinson and which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer though 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Provider:

BY: Patrick Henn

Date: 03/19/2024

Printed Name: Patrick Henn

Title/Position: CFO

**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.

Subscribing LEA:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: Patrick Henn

Title: CFO

Email Address: phenn@honorlock.com

**EXHIBIT "F"**

DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Exam Taker Privacy Policy

No additional security details.

**Certificate Of Completion**

Envelope Id: F7B63E7825E548CF903D77D4B57D583E	Status: Completed
Subject: DocuSign: Wisconsin / Jedi Data Privacy Agreement	
Expiry Date:	
Source Envelope:	
Document Pages: 22	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Adam Pfister
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	apfister@honorlock.com
	IP Address: 73.67.172.227

**Record Tracking**

Status: Original	Holder: Adam Pfister	Location: DocuSign
3/19/2024 11:35:40 AM	apfister@honorlock.com	

**Signer Events**

Signer Events	Signature	Timestamp
Patrick Henn phenn@honorlock.com CFO Honorlock, Inc. Security Level: Email, Account Authentication (None)	<i>Patrick Henn</i>  Signature Adoption: Pre-selected Style Using IP Address: 162.246.155.39	Sent: 3/19/2024 11:40:56 AM Viewed: 3/19/2024 12:55:04 PM Signed: 3/19/2024 4:50:27 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

In Person Signer Events	Signature	Timestamp

**Editor Delivery Events**

Editor Delivery Events	Status	Timestamp

**Agent Delivery Events**

Agent Delivery Events	Status	Timestamp

**Intermediary Delivery Events**

Intermediary Delivery Events	Status	Timestamp

**Certified Delivery Events**

Certified Delivery Events	Status	Timestamp

**Carbon Copy Events**

Carbon Copy Events	Status	Timestamp
Kelly Hamilton khamilton@honorlock.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2024 4:50:28 PM Viewed: 3/19/2024 4:55:23 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Contracts contracts@honorlock.com Deal desk analyst Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2024 4:50:29 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 9/8/2023 1:16:22 PM  
ID: cdc00525-0737-4627-8e51-748da871b23d

John Floyd jfloyd@honorlock.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2024 4:50:30 PM
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**Electronic Record and Signature Disclosure:**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/19/2024 11:40:56 AM
Envelope Updated	Security Checked	3/19/2024 2:53:11 PM
Certified Delivered	Security Checked	3/19/2024 12:55:04 PM
Signing Complete	Security Checked	3/19/2024 4:50:27 PM
Completed	Security Checked	3/19/2024 4:50:30 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Commercial (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Commercial:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [akane@honorlock.com](mailto:akane@honorlock.com)

### **To advise Commercial of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [akane@honorlock.com](mailto:akane@honorlock.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Commercial**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [akane@honorlock.com](mailto:akane@honorlock.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Commercial**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [akane@honorlock.com](mailto:akane@honorlock.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Commercial as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Commercial during the course of your relationship with Commercial.