

WISCONSIN STUDENT DATA PRIVACY AGREEMENT

School District/Local Education Agency:

Steven Point Area Public School district

AND

Provider:

Bloomz, Inc.

Date:

November 7th, 2019.

This Wisconsin Student Data Privacy Agreement (“DPA”) is entered into by and between the Steven Point Area Public School district (hereinafter referred to as “LEA”) and Bloomz, Inc. (hereinafter referred to as “Provider”) on November 7th, 2019. 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 November 7th, 2019 (“Service Agreement”); and

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, the 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 the 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, the 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:

Parent and student communication platform, available on computers' web browsers and mobile devices through Provider's mobile applications.

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".

Application Technology Metadata
Application Use Statistics
Attendance
Communications
Conduct
Demographics
Enrollment
Parent/Guardian Contact Information
Parent/Guardian Name
Schedule
Student Contact Information
Student Identifiers
Student Name
Student Program Membership
Student work

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. The 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. The 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.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", the Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact the 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. The Provider shall notify the LEA as soon as possible in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** The 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 the Provider promptly of any known or suspected unauthorized access. LEA will assist the Provider in any efforts by the Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF THE 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. The 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.** The 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.** The 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, the 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 the Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. The 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 employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

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 the Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, the Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall the Provider dispose of data pursuant to this provision unless and until the Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** The 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. The Provider is also prohibited from mining data for any purpose other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. This section does not prohibit the Provider from using Student Data for adaptive learning or customized student learning purposes.

While Provider is prohibited from using or selling Student Data for advertising purposes, LEA acknowledges that under the Provider's terms of use, Provider does use class sponsorships and advertisements by hand-picked third party family-friendly brands and companies to cover for the costs of free teacher or school accounts. These class sponsorships and advertisements are only intended for parents and educators and no student in Provider's platform will be exposed to them. Sponsorship/advertisement-free accounts are available to teachers, schools and districts under a premium (paid) subscription. More details are provided in Exhibit A.

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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 the Provider are set forth below. The 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.** The 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. The 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.** The 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 the Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
 - 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. The 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, the Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
 - e. **Security Technology.** When the service is accessed using a supported web browser, the Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. The 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, the Provider shall provide the name and contact information of the Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** The Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. The Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article. The Provider shall provide a list of all Subprocessors or subcontractors used by the Provider when requested by the LEA.
- h. **Periodic Risk Assessment.** The Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, the Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. The Provider shall follow 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. The 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. The 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 provide LEA, upon request, with a copy of said written incident response plan.
- f. The Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests the Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to the Provider, the Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, the Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, the Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

3. **Use of De-Identified Information.** The Provider may use de-identified information for product development, research, or other purposes. De-identified data must have all personally identifiable information removed, including, but not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. The Provider further agrees not to attempt to re-identify de-identified data and not to transfer de-identified information to any party, unless that party agrees not to attempt re-identification.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The 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. **Modification of Agreement.** The Provider shall not change how data are collected, use, or shared under the terms of this Agreement in any way without advance notice to and consent from the LEA.
6. **Indemnification.** The Provider agrees to indemnify and hold harmless LEA from any claims, loss, damages, including attorney fees, or any other liabilities of any kind arising out of any claim made by a third party which relates to the Provider's performance of this Agreement.
7. **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: _____

Title: _____

Contact Information:

The designated representative for the Provider for this Agreement is:

Name: Chakrapani Appalabattula

Title: CEO & Founder

Contact Information:

chaks@bloomz.com

8335 165th Ave NE

Redmond, WA 9805

- 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: Chakrapani Appalabattula

Title: CEO & Founder

Contact Information:

chaks@bloomz.com

8335 165th Ave NE

Redmond, WA 9805

8. **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.
9. **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.

10. **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.
11. **Authority.** The 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. The Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
12. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
13. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to the 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.

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

Provider:

BY: Horacio Ochoa

Date: November 7th, 2019

Printed Name: Horacio Ochoa

Title/Position: Head of Marketing

Local Education Agency:

BY: Brian Casey

Date: 11-8-2019

Printed Name: Brian Casey

Title/Position: Director of Technology

EXHIBIT "A"

Bloomz Terms of Use

Effective date: August 1, 2019

The following Terms are a legally binding contract between you and Bloomz, Inc. ("Bloomz", "we", or "us"). These Terms govern and apply to your access and use of www.bloomz.net and Bloomz' services available via Bloomz' website and mobile apps (collectively, the "Service(s)" and/or the "App(s)"). By accessing or using our Service, you agree to be bound to all the terms and conditions described, including the Bloomz Privacy Policy. If you do not agree to all these terms and conditions, do not use our Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "Member" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

We reserve the right, at our discretion, to change these Terms at any time. If they do change, we will do our best to tell you in advance by placing a notification on the Bloomz.net website, or by sending you an email or notification through our app. You may also check these Terms periodically for changes. If you use the Service in any way after a change to the Terms is effective, then please remember that means you agree to all the Terms. If you have any questions, comments, or concerns regarding these Terms or the Service, please contact us at support@bloomz.com.

1. Eligibility

You must be at least thirteen (13) years old to use the Service. By agreeing to the Terms, you represent and warrant to us that you are at least thirteen (13) years old and, that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

Teachers can authorize parents and family members to view information in their child's portfolio, timeline or profile. By creating a parent account and accessing the student's information, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student's information.

As a parent, you will only be able to access your child's information. Other parents and adults may be able to see user submissions related to your child if they are submitted in a group or group conversation or if your child is tagged in a submission with their child, such as when a teacher posts a group picture to the whole classroom, or when your child collaborates with other kids and work is shared on their portfolio.

If you're under the age of 13, you may only use the Service by obtaining parental consent as described in our Privacy Policy and as required by federal and local regulation. Students agree to use Bloomz in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Bloomz. Individuals outside of the United States are required to follow their local regulation with regards to consent and minimum age. If you are aware

Bloomz is collecting information from a student without parental consent, please contact us immediately at support@bloomz.com and we will take appropriate action.

2. Privacy Policy

Please read the Bloomz Privacy Policy carefully for information regarding our collection, use, and disclosure of your personal information. If any conflict exists between the Terms and our Privacy Policy, the Terms will prevail.

3. Accounts and Registration

You promise to provide us with accurate, complete, and updated registration information about yourself. You will also be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. You may not transfer your account to anyone else without our prior written permission.

If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to immediately notify us at support@bloomz.com. If you violate the terms of this Agreement, Bloomz reserves the right to reclaim any username you have registered.

4. Intellectual Property Rights

4.1 Content

The materials displayed or performed on the Service, (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth (the "Content") and the trademarks, service marks and logos contained on the Service ("Marks"), are protected by copyright and other intellectual property laws. Content is provided for your information and personal use only and may not be used, copied, distributed, transmitted, displayed, sold, licensed, reverse engineered, de-compiled, or otherwise exploited for any other purposes whatsoever without prior written consent of the owner of the Content or in any way that violates someone else's rights, including Bloomz'. You understand that Bloomz owns the Service. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Service.

4.2 User Submissions

Anything you post, upload, share, store, or otherwise provide through the Service is your "User Submission." You retain copyright and any other proprietary rights you hold in the User Submission that you post to the Service. For all User Submissions, you hereby grant Bloomz a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to host, transfer, display, perform, reproduce, modify, distribute and re-distribute, and otherwise exploit your User Submissions, in whole or in part, in any media formats and through any media channels (for example making sure your content is viewable on your iPhone as well as your computer). This is a license only – your ownership in User Submissions is not affected.

By posting and sharing User Submissions with other users of the Service, you hereby grant those users a non-exclusive license to access and use such User Submissions.

You are solely responsible for your User Submissions and the consequences of posting or publishing User Submissions. By posting and publishing User Submissions, you affirm, represent, and warrant that: You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Bloomz and users of the Service to use and distribute your User Submissions as necessary to exercise the licenses granted by you in this Section 4 and in the manner contemplated by Bloomz and the Terms;

Your User Submissions, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) contain any viruses, adware, spyware, worms, or other malicious code; or (d) violate any applicable law or regulation.

We are under no obligation to edit or control User Submissions that you and other users post or publish, and will not be in any way responsible or liable for User Submissions. You understand that when using the Service you will be exposed to User Submissions from a variety of sources and acknowledge that User Submissions may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Bloomz with respect thereto. We expressly disclaim any and all liability in connection with User Submissions. If notified by a user or content owner that User Submissions allegedly does not conform to the Terms, we may investigate the allegation and determine in our sole discretion whether to remove the content, which we reserve the right to do at any time and without notice. For clarity, Bloomz does not permit copyright infringing activities on the Service.

5. DMCA Notification

We comply with the provisions of the Digital Millennium Copyright Act (DMCA) as it relates to online service providers, like Bloomz, removing material that we believe in good faith violates someone's copyright. If you have any complaints or objections to material posted on the Service, you may contact us at: support@bloomz.com. To learn more about DMCA, [click here](#).

6. FERPA

Certain information that may be provided to Bloomz by teachers, teacher aides, or other personnel at an Institution ("School Official") that is directly related to a student and maintained by an Institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Other information provided to Bloomz by School Officials about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

As a School Official or Institution providing Directory Information or any Education Record to Bloomz, you represent, warrant and covenant to Bloomz, as applicable, that your Institution has:

Complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allowing parents and eligible students a reasonable amount of time to request that schools not disclose directory information about them; and/or

Complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Bloomz; or

Obtained all necessary parental or eligible student written consent to share the Directory Information and Educational Records with Bloomz, in each case, solely to enable Company's operation of the Service.

Bloomz will never share Education Records with third parties except (i) as directed by a Bloomz user (e.g., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. This section shall not be construed to prohibit Bloomz from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Educational Records to provide behaviorally targeted advertising.

Bloomz may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed, this includes, but is not limited to, name, date of birth, demographic information, location information and school identity. Bloomz agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

7. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined below);

Post, upload, or distribute any defamatory, libelous, or inaccurate User Submission or other content;

Publish the private information of any third party without the consent of that third party;

Post, upload, or distribute any User Submission or other Content that is unlawful or that a reasonable person could deem to be objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;

Delete the copyright or other proprietary rights on the Service or any User Submission;

Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Service. This includes, but is not limited to, unsolicited advertising, promotional materials, or other

solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

Use the Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation COPPA and FERPA, laws governing intellectual property and other proprietary rights, and data protection and privacy;

Defame, harass, abuse, threaten or defraud users of the Service, or collect, or attempt to collect, personal information about users or third parties without their consent,

Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or User Submission, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or User Submission;

Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

Modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law;

or

Intentionally interfere with or damage operation of the Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

8. App Usage

We make available mobile applications or other downloadable software applications (each an "App"). Subject to the restrictions defined in these Terms, Bloomz grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of an App in object code format, solely for your personal use, on one device that you own or control.

An App may be made available to you through a third-party distributor such as the Apple iTunes App Store or Google Play (each an "App Distributor"). You acknowledge and agree that:

The Terms are between you and Bloomz only, not with the App Distributor and the App Distributor is not responsible for the App and its content.

The App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

If you have downloaded your App from the iTunes App Store, in the event of any failure of an App to conform to any applicable warranty, then you may notify the Apple and Apple will refund the purchase price for the relevant App to you. Except as set forth in the preceding sentence, to the maximum extent permitted by applicable law, App Distributors have no other warranty obligations whatsoever with respect to the App.

The App Distributor is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

The App Distributor is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights.

The App Distributor, and its subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of the Terms, the App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary of the Terms.

You agree to comply with any applicable third party terms of use when using the App.

9. Third Party Services and Websites

Bloomz may provide tools through the Service that enable you to export information to third party services, including through use of an API or by linking your account on Bloomz with an account on a third-party service, such as Twitter or Facebook. By using these tools, you agree that we may transfer such User Submissions and information to the applicable third-party service. Such third-party services are not under our control, and we are not responsible for the contents of the third-party service or the use of your User Submission or information by the third party service. The Service, including our websites, may also contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties services or websites.

10. Termination of Use

You may terminate your account at any time by contacting customer service at support@bloomz.com. Bloomz is also free to terminate (or suspend access to) your use of the Service or your account, for any reason, including your breach of these Terms. Bloomz has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. Account termination may result in destruction of any content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important documents you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, or would not be in the interest of someone's safety or security to do so.

11. Ownership; Proprietary Rights

The Service is owned and operated by Bloomz. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Bloomz (the "Materials") are protected by United States copyright, trade dress, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Submission that is provided and owned by users of the Service, all Materials contained in the Service are the property of Bloomz or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Bloomz or its affiliates and/or third-party licensors. Except as expressly authorized by Bloomz, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Bloomz reserves all rights to the Materials not expressly granted in the Terms.

12. Indemnity

You agree that you will be personally responsible for your use of the Service and you agree to defend, indemnify and hold harmless Bloomz its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Service; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.

13. Warranty Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. BLOOMZ AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE AVAILABLE, OR REFERRED TO YOU THROUGH THE SERVICE. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL BLOOMZ BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO BLOOMZ IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. Applicable Law and Venue

These Terms and your use of the Service shall be governed by and construed in accordance with the laws of the State of Washington, applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

16. Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Service account, in any way (by operation of law or otherwise) without Bloomz's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

17. Contact Information

If you have any questions regarding Bloomz, the Service, or the Terms please contact us at support@bloomz.com.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Metadata	IP Addresses of users, Use of cookies etc.	X
	Other application technology metadata - Please specify: General location (for Time Zone purposes)	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	X
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information - Please specify:	

Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	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	X
	Local (School district) ID number	

Student Identifiers	State ID number	
	Vendor/App assigned student ID number	
	Student app username	X
	Student app passwords	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	X
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
Other	Please list each additional data element used, stored or collected by your application	

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 the Provider's software, website, service, or app, including mobile apps, whether gathered by the 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 the 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 the 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 the Provider, who the 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 the Provider pursuant to the terms of the Service Agreement between LEA and the Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	<u> </u> Partial. The categories of data to be disposed of are as follows: <u> </u> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<u> </u> Destruction or deletion of data. <u> </u> Transfer of data. The date shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, the Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<u> </u> As soon as commercially practicable <u> </u> By (Insert Date) _____ [Insert or attach special instructions]

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of the Provider

Date

EXHIBIT "E"

**GENERAL OFFER OF PRIVACY TERMS
[INSERT ORIGINATION LEA NAME]**

1. Offer of Terms

The Provider offers the same privacy protections found in this DPA between it and [Name of LEA] and which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and the Provider's signature shall not necessarily bind the 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 the Provider's signature to this Form.

Provider:

BY: Horacio Ochoa

Date: November 7th, 2019

Printed Name: Horacio Ochoa

Title/Position: Head of Marketing

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with the 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: Chakrapani Appalabattula

Title: CEO & Founder

Email Address: chaks@bloomz.com

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

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