

School District 300 and Zoom Data Privacy Addendum (Student Data)

This Data Privacy Addendum (the "Addendum") by and between Community Unit School District 300 (the "School District") and Zoom Video Communications, Inc. a California based corporation (the "Company") (collectively, the "Parties"), effective simultaneously with, and supplements the Zoom Terms of Service between the Parties (collectively, the "Agreement"). To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum as it relates to Education Records, School Student Records, and Covered Information, as defined herein.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

The Zoom Meeting Services, as further described in the Zoom Services Description which supplements the Agreement

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.2*, the School District will provide the following categories or types of School District Data to the Company:

"School District Data Provided. To allow the Company to provide the agreed-to products and/or services, the School District may transmit the categories or types of School District Data outlined in Appendix [#] to this Addendum through the Services.

2.3

3. Compliance with Law

- 3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether or not such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq.*

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District, other than the right to process it in accordance with the Agreement.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be available to the School District to access, and may be deleted at any time by the School District. The Company shall be responsible to provide copies of or access to School District Data provided to the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
- 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and maintains School District Data on behalf of, and at the direction of, the School District. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA,

ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect Covered Information from

unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access in accordance with industry standards.

5.1.2 Storage of Data. The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data stored in Zoom's (cloud) Services will be stored on equipment or systems located within the United States.

5.1.3 Audit of Safeguards. The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit of its privacy and security safeguards, measures and controls upon reasonable prior notice during normal business hours to ensure compliance with the terms of the Agreement and this Addendum. Company may provide the School District with a recent third-party audit SOC 2 Type II report for validation Company's information security practices and shall not have the right to audit unless such audit right is granted under applicable law, except in the case of a Security Breach resulting in a material business impact to School District.

5.1.4 Reasonable Methods. The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. Company shall make available to the School District all information necessary to demonstrate compliance with state and federal law applicable to this Addendum.

5.2 Privacy Policy. The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents will be sent to School District via Company's platform, shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes, or Company provides another legal basis of such processing other than consent. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 Data Return/Destruction. Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the

Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District or delete all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy or delete the data. The Company agrees, upon request by Customer, to send a written certificate that the data was properly destroyed, deleted, or returned. Such certificate shall be delivered within 60 days after the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy or delete School District Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 4.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information. In such case, the Company agrees to send with or in lieu of the written certificate required by this *Section 4.3* written evidence of parental/guardian consent for any data maintained.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means a breach of security leading to the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a confirmed data breach, the Company agrees to the following: (1) notify the School District in writing within the most expedient time possible and without unreasonable delay, but no later than 72 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) to the extent available, provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) reasonably

assist the School District with any notification the School District deems necessary related to the data breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 Subject to Section 5.5.4, the Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach attributable to Company's breach of its obligations hereunder, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District as a result of the data breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach.

5.5.4 Except for fines or penalties imposed by a governmental or regulatory authority for Company's violation of applicable law or breach of its obligations hereunder, Company's aggregate liability arising from the obligations set forth in Section 5.5.3 shall not exceed one million dollars (\$1,000,000.00).

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section 5.3* does not apply to the purchase, merger, or other type of


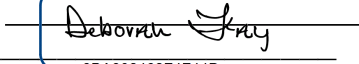
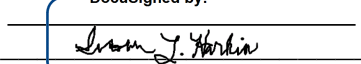
acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

- 6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions.

7. Miscellaneous

- 7.1 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois FOIA, and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in order to exercise compliance with the FOIA.
- 7.2 *Publication of Agreement.* Under SOPPA, the School District must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. School District acknowledges that Company's third-party subprocessors are currently listed at zoom.us/subprocessors and approves such subprocessors. Zoom may remove, replace or appoint suitable and reliable subprocessors at its own discretion. To enable notice of such changes, The School District shall visit zoom.us/subprocessors and enter the email address to which Company shall send such notifications into the submission field at the bottom of the page. The Company acknowledges that if there are provisions of the Agreement other than those required to be included in the Agreement and this Addendum by SOPPA that the Company would like redacted before publication, the Company must submit a request in writing to the School District prior to execution of the Agreement and this Addendum. Only if the School District agrees to such redaction prior to the execution of the Agreement and this Addendum shall the redaction be made prior to publication.
- 7.3 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Kane County, Illinois, or the federal district court for the Northern District of Illinois. Any references to required notices of claims, arbitration, or mediation in the Agreement are not applicable to the Parties.
- 7.4 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

- 7.5 *Termination.* The School District may immediately terminate the Agreement if the School District makes the determination that the Company has breached a material term of this Addendum.
- 7.6 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.
- 7.7 *Additional Amendments to Agreement.* In addition to the general amendments contained in this Addendum, certain sections of the Agreement shall be amended as specifically set forth below:
- A. Section 18 of the Agreement, entitled Agreement to Arbitrate; Waiver of Class Action, shall not be applicable to this Addendum.
 - B. Exhibit B of the Agreement, entitled Binding Arbitration, shall not apply to this Addendum.
- 7.8 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

	<p>Zoom Video Communications:</p> <p>DocuSigned by:  <small>3BA802462F4F44D...</small></p>	<p>Date</p> <p>Jan 7, 2021</p>	<p>Community Unit School District No. 300</p> <p>DocuSigned by:  <small>2391B9DBBDB74EE...</small></p>	<p>Date</p> <p>Dec 21, 2020</p>
	<p>Signature</p> <p>Deborah Fay</p>		<p>Signature</p> <p>Susan Harkin</p>	
	<p>Name</p> <p>Deputy General Counsel, Commercial</p>		<p>Name</p> <p>COO</p>	
	<p>Title</p>		<p>Title</p>	