# ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by

Lucid Software Inc.

("Provider") and

Anaheim Union High School District

("LEA") in

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

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 except to provide Services and to comply with this DPA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Provider

By Cara Frisbie

Printed Name

Cara Frisbie

Lucid Software Inc.

Date

09/30/2020

Position/Title

VP and General Counsel

Local Education Agency By

Printed Name BOAD MINAMI

Anaheim Union High School District

Date 10/2/20

Position/Title DIREADR, PURPEHUSING : COURT SERVICES

### **EXHIBIT "E"**

#### GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Anaheim Union High Provider offers the same privacy protections found in this DPA between it and School District and which is dated September 30, 2020 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 shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider:

Lucid Software Inc.

BY: Cara Frisbie Cara Frisbie

Printed Name:

## 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: Chico Unified School District

11-07-2022 Date:

Date: 09/30/2020

Title/Position:

BY: Jay Marchaut Printed Name: Jay Marchant

Title/Position: Assistant Superintendent

VP and General Counsel

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

Name:

Title: General Counsel

Email Address: legal@lucidchart.com