

EXHIBIT "H" – Additional Terms or Modifications

Version _____ EDpuzzle, Inc.

LEA and Provider agree to the following additional terms and modifications:

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 3. Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a **separate personal** account created by the student; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service. For purposes of clarification, "severability" shall be interpreted to mean the Provider's ability to transfer Student Generated Content.

ARTICLE IV: DUTIES OF PROVIDER

- 6. Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data ~~after providing the LEA with reasonable prior notice. in accordance with the data retention policy described in Exhibit A*~~. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

Note* Exhibit A language will include the following:

Provider needs to provide the detailed retention policy details, including the timeline.

ARTICLE V: DATA PROVISIONS

- 2. Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ †The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to

protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's **facilities**; staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA,. Failure to reasonably cooperate shall be deemed a material breach of the DPA. Alternatively, Provider may provide an independent third party report in place of allowing LEA to conduct such security audit.

EXHIBIT "C" **DEFINITIONS**

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. Student Generated Content does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Twin Rivers Unified School District

("Originating LEA") which is dated **08-09-2023**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to 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 Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

legal@edpuzzle.com

PROVIDER: _____ **EDpuzzle, Inc.**

BY: _____ *Julia Trius* _____ Date: 08-16-2023

Printed Name: _____ Julia Trius _____ Title/Position: _____ Director of Legal Affairs

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 for the term of the DPA between the **Twin Rivers Unified School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____