EXHIBIT "H" – Additional Terms or Modifications

Version   Flipgrid, Inc.

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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 account created by the student per Exhibit A.

ARTICLE IV: DUTIES OF PROVIDER

5. **De-Identified Data**: Provider agrees not to attempt to re-identify ~~d~~De-iIdentified ~~Student~~ Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
   (1) assisting the LEA or other governmental agencies in conducting research and other studies; ~~and~~ (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer ~~d~~De-iIdentified ~~Student~~ Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or ~~indirectly~~ or states anything that would allow for the identification of the LEA, the Provider shall obtain the LEA's written approval ~~of the manner in which de-identified data is presented~~.

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.

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 <u>make available to LEA Provider's "Audit Report", which will be generated at least annually by third-party auditors regarding the security of security of the computers, computing environment, and physical data centers that Provider uses in processing Student Data. If such Audit Report does not address LEA's concerns, Provider shall reasonably cooperate with LEA's further requests including by</u> provid<u>inge</u> 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.

EXHIBIT "G"
Supplemental SDPC State Terms for California
Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between

, located at
(the "**Local Education Agency**" or "**LEA**") and
, located at
(the "**Provider**").
All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the <u>sS</u>ervices to LEA within the State of California and

the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows: Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees that are not considered Targeted Advertising; or (iii) to notify account holders about new education product updates, features, or services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

1. Offer of Terms

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

Apple Valley Unified School District

("Originating LEA") which is dated **06-14-2023**, 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 statues; (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:

sodela@microsoft.com .

PROVIDER: Flipgrid, Inc.

BY: _Deb McFadden_   Date: 06-14-2023

Printed Name: Deb McFadden   Title/Position: General Manager, Head of **Flip**

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 **Apple Valley 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 Ceres Unified

BY: _(signature)_   Date: 06/22/2023

Printed Name: Chris Higle   Title/Position: Chief Technology Officer

SCHOOL DISTRICT NAME: Ceres Unified

DESIGNATED REPRESENTATIVE OF LEA:

Name: Chris Higle

Title: Chief Technology Officer

Address: 2503 Lawrence Street Ceres CA 95307

Telephone Number: 2095561570

Email: chigle@ceres.k12.ca.us

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