

OPTIONAL EXHIBIT "A"
GENERAL OFFER OF
PRIVACY TERMS

1. Offer of Terms Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. 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 provide by 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider's Name: Amplify Education, Inc.

BY:  Date: 5/07/2020

Printed Name: Richard Morris

Title/Position: Chief Financial Officer

2. Subscribing LEA (Local Education Agency)

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's individual information is contained on the next page.

The Subscribing LEA and the Provider Amplify Education, Inc. shall therefore be bound by the same terms of this DPA.

BY: Vickie Gibson

Date: 2/8/2021

Printed Name: Vickie Gibson

Title/Position: Technology Coordinator

SCHOOL DISTRICT NAME: Columbus Public Schools

DESIGNATED REPRESENTATIVE OF LEA:

Name Vickie Gibson

Title Technology Coordinator

Address 433 N. 3rd Street, Columbus, MT 59019

Telephone Number 406 - 322 - 5373

Email gibsonv@columbus.k12.mt.us

COUNTY OF LEA:

Exhibit B

Security Incident

1. **Data Security Incident.** If Amplify Education Inc. ("Amplify") has reason to believe that Pupil Records are disclosed to or acquired by an unauthorized individual(s) (a "Security Incident"), then Amplify will fully investigate the incident and to take reasonable steps to remediate systems and controls and to mitigate any potential harm to individuals which may result from the Security Incident and cooperate with District's investigation of the Security Incident.

2. **Notification to District.** Amplify will promptly notify District after Amplify determines that District's Pupil Records were affected by the Security Incident, and, to the extent known, identify: (i) the nature of the Security Incident, (ii) the steps Amplify has executed to investigate the Security Incident, (iii) the type(s) of personally identifiable information that was subject to the unauthorized disclosure or acquisition, (iv) the cause of the Security Incident, if known, (v) the actions Amplify has done or will do to remediate any deleterious effect of the Security Incident, and (vi) the corrective action Amplify has taken or will take to prevent a future Security Incident.

3. **Notification to Individuals.** To the extent District determines that the Security Incident triggers third party notice requirements under applicable laws, as the owner of the Pupil Records, the District shall be responsible for the timing and content of the notices to be sent. Except as otherwise required by law, Amplify will not provide notice of the Security Incident directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to District. Amplify will be responsible for, and will bear, all notification related costs arising out of or in connection with the Security Incident, subject to any limitations of liability terms contained in the Agreement. For clarity and without limitation, Amplify will not be responsible for costs associated with voluntary notification that is not legally required. With respect to any Security Incident which is not due to acts or omissions of Amplify or its agents, Amplify will reasonably cooperate in performing the activities described above, as District's requests, at District's reasonable expense.