

**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: Smart Technologies ULC

BY:  Date: 04/07/2020

Printed Name:

GLENN CARBOL

Title/Position:

LEGAL COUNSEL & DPO

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 SMART Technologies shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name _____

Title _____

Address _____

Telephone Number _____

Email _____

COUNTY OF LEA:

Addendum 1

This addendum confirms the parties to the Montana Data Privacy Agreement, including Exhibit A, dated April 7, 2020, ("DPA") have agreed for good and valuable consideration:

- a. that under section V. WORK PRODUCT – OWNERSHIP allowing the District to access the Contractor's online service to download and make copies of District's materials satisfies the requirement to return all such work product to District and also the requirement to supply a copy of all documents prepared or maintained in an electronic format to District in such electronic format;
- b. that under section VII. CONFIDENTIALITY SAFEGUARDS allowing Contractor to disclose or transfer Confidential Information to Contractor's processors and sub-processors for the purpose of providing services to the District is expressly permitted;
- c. that under section VII. CONFIDENTIALITY SAFEGUARDS any off-site non-production backup copies that SMART and its subcontractors make in formats that do not allow for easy individual record access is exempt from the requirement of making no copies and destroying copies on termination of the services to District;
- d. that under section VII. CONFIDENTIALITY SAFEGUARDS any person who has expressly opted-in to receive Contractor's marketing communications or is viewing standard general mass marketing is not included in the prohibition against any and all forms of advertisements directed towards children, parents, guardians, or District Employees;
- e. that under section VIII. DATA BREACHES the District expressly agrees Provider shall only be required to comply with the Data Breach notification timelines imposed by Montana and US Federal law and not what is stated in the DPA (i.e., 48 hours);
- f. that under section X. EMPLOYEE REQUIREMENTS the Contractor is expressly exempted from this clause because Contractor shall have no in-person unsupervised access to students and even if it did, any investigations conducted by Contractor on its employees would be strictly confidential and could not be shared with the District; and
- g. the terms Contractor and Provider are interchangeable and shall mean SMART Technologies ULC.

Contractor / Provider: SMART Technologies ULC

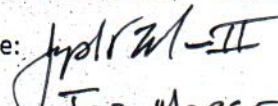
Signature: 

Print Name: Glenn Carbol

Title: Legal Counsel & DPO

Date: April 7, 2020

District: Columbus Public Schools

Signature: 

Print Name: JOE MORSE

Title: BOARD CHAIR

Date: 4/20/2020