Montana Student Data Privacy Addendum

WHEREAS, the relationship between Agile Sports Technologies, Inc. dba Hudl, a Delaware corporation with its principal place of business located at 600 P Street, Suite 400, Lincoln, NE 68508 ("Hudl") and the customer identified within the signature block ("Customer") is described and governed by Hudl's Organization Terms of Service located at www.hudl.com/eula (hereinafter, the "Organization Terms");

WHEREAS, Hudl is committed to the protection of student information, student records, and student-generated content (collectively, "Student Data");

WHEREAS, the Montana Pupil Online Personal Information Protection Act, codified at MCA 20-7-1323 through 20-7-1326 (hereinafter, the "Privacy Statutes") imposes obligations on Operators and Third Parties who, in the course of providing services to public boards of education, public schools, and public-school students ("Users"), gain possession of or access to Student Data; and

WHEREAS, Hudl is a general use platform that is extensively outside of the educational context and is therefore not an Operator or Third Party within the definition of the Privacy Statutes, Hudl remains willing to generally comply with the concepts in the Privacy Statutes, subject to the specifications outlined here.

NOW, THEREFORE, Hudl and the Customer hereby agree to the following additional terms under this addendum to the Organization Terms ("Addendum"), with respect to the privacy and protection of Student Data.

1. **OWNERSHIP OF STUDENT DATA**. Pupil Records, as defined by the Privacy Statutes, continue to be the property of and under the control of Customer, unless otherwise agreed upon in the Organization Terms. Notwithstanding the foregoing, a student may retain possession and control of their own pupil-

generated content by establishing or maintaining an account with Hudl for the purpose of storing the student's content.

2. **REQUEST FOR DELETION.** Hudl will delete a pupil's protected information if the school or district requests the deletion of data under the control of the school or district.

3. **USE OF STUDENT DATA.** Hudl shall not use Student Data for any purposes other than those authorized in the Contract. Hudl will not use personally identifiable information in pupil records to engage in targeted advertising.

4. **REQUEST FOR REVIEW AND AMENDMENT OF DATA AND RECORDS.** An eligible student, parent or legal guardian, may review personally identifiable information in the student's records and correct erroneous information in that student's Hudl account at any time by logging into Hudl's platform or by contacting support@hudl.com for assistance with reviewing and amending the student's account. Hudl is not obligated to notify the Customer when either instance occurs.

5. **SECURITY OF STUDENT DATA.** Hudl shall implement and maintain security practices and procedures designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure. Hudl's Data Protection Processes are described more fully in its Privacy Policy, located at www.hudl.com/privacy. Overall responsibility for Information Security at Hudl is with Brian Kaiser, co-founder and Chief Technology Officer.

6. **DISCOVERY AND NOTICE OF BREACH.** Upon the discovery by Hudl of a breach of security that resulted in the unauthorized release, disclosure, or acquisition of Student Data, Hudl shall provide notice to the Customer, its affected students, and if the affected student is under eighteen (18) years of age, the

student's legal guardian or parent, as soon as commercially practicable but within the required statutory period under any applicable statute, as may be amended from time to time, after such discovery.
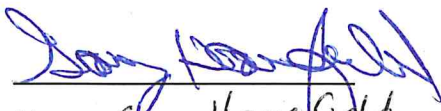
7. **RETENTION OF STUDENT DATA**. Upon Customer's request, Hudl will certify that it has deleted pupil records. Notwithstanding the foregoing, a student, parent, or legal guardian may choose independently to establish or maintain a Hudl account after the expiration of any contract term for the purpose of storing the student's data and/or content.

8. **COMPLIANCE WITH FERPA**. Hudl and the Customer shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9. **GOVERNING LAW**. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Montana, without giving effect to any conflict of laws provisions thereof.

10. **SEVERABILITY**. If any provision of this Addendum or the application of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Addendum which can be given effect without the invalid provision or application.

11. **COMPLIANCE WITH MONTANA PRIVACY LAW**. To the extent required by law, Hudl acknowledges and agrees to comply with the above-described aspects of the Privacy Statutes.

This Addendum controls over any inconsistent terms contained within any other agreement entered into by the parties concerning Student Data. The parties hereby

agree that this Addendum is effective upon execution by both parties and shall remain in effect for the same term as the originally signed Organization Terms.

CUSTOMER:
Beaverhead County High School

AGILE SPORTS TECHNOLOGIES, INC.

Name: Gary Haverfield
Title: Superintendant
Date: 4/14/2020

Name: DJ Bartlett
Title: Customer Success Manager
Date: 4/27/2020