EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

Sacramento County Office of Ed ("Originating LEA") which is dated 05-10-2023 , 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 <u>Exhibit "E"</u> to Provider at the following email address:

	lvin.education	la e	
PROVIDER:	Kelvin Education,	INC.	
ВҮ:	James Schneider	Da	te: 06-06-2023
Printed Name:	James Schneider	Title/Position:	Chief Executive Officer
2. Subscribing LEA			
General Offer of Priva terms of this DPA for th	cy Terms. The Subscribing LE he term of the DPA between t	A and the Provider sha he Sacramento Co	2
TO PROVIDER PURSUA	RIOR TO ITS EFFECTIVENESS, S ANT TO ARTICLE VII, SECTION	5. **	T DELIVER NOTICE OF ACCEPTANCE
BY:			
		Date:	
Printed Name:			
SCHOOL DISTRICT NAM	ИЕ:		
DESIGNATED REPRESE	NTATIVE OF LEA:		
Name:			
Title:			
Address:			
Telephone Number:			
Email:			

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EXHIBIT "H" – Additional Terms or Modifications Version Kelvin Education, Inc.

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

ARTICLE V: DATA PROVISIONS

2. <u>Audits</u>. 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.

ARTICLE VII: MISCELLANEOUS

1. Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence as to those terms specifically regarding the Provider's compliance with the privacy protections associated with the collection, storage, and use of the Student Data as set forth herein. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.