

**Magic School**  
**Data Privacy Addendum**

This Data Privacy Addendum (this “**DPA**” or “**Addendum**”) amends and forms a part of the agreement to which this DPA is appended or incorporated by reference (the “**Agreement**”) between **Magic School, Inc**, a Colorado corporation with offices at 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301 (“**Magic School**”), and the and the educational institution, school, district, or other educational institution identified who is party to the Agreement with Magic School (the “**District**”), each a “**Party**” and collectively the “**Parties**.” In the event of a conflict between this Addendum and any other agreement between the parties, this Addendum takes precedence, but only with respect to the subject matter of this Addendum. District and Magic School agree as follows:

1. **Definitions.** For purposes of this Addendum:

- a. “**Data Privacy Laws**” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Information, including without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“**CCPA**”), the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”), the General Data Protection Regulation, Regulation (EU) 2016/679 (“**GDPR**”) the United Kingdom Data Protection Act (2018) (“**UK 2018 Privacy Act**”), and the Swiss Federal Act on Data Protection (“**Swiss FADP**”). For the avoidance of doubt, if Magic School’s Processing activities involving Personal Information are not within the scope of a given Data Privacy Law, such law is not applicable for purposes of this Addendum.
- b. “**Consumer**” means an identified or identifiable natural person about whom Personal Information relates.
- c. “**Personal Information**” includes “personal data,” “personal information,” “personally identifiable information,” and similar terms, and such terms shall have the same meaning as defined by applicable Data Privacy Laws.
- d. “**Process**” and “**Processing**” mean any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- e. “**Sub-processor**” means an entity appointed by Magic School to Process data on its behalf.
- f. “**Security Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.
- g. “**Standard Contractual Clauses**” means one or both of the following, as the context requires:
  1. For Personal Information subject to the UK Data Protection Law, the “**International Data Transfer Addendum**” approved 2 February 2022 to the European Commission’s 2021 Standard Contractual Clauses; and
  2. For Personal Information subject to the GDPR or the Swiss FADP, the “**2021 Standard Contractual Clauses**,” defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj) and completed as described in the “Data Transfers” section below.

2. **Scope and Purposes of Processing.**

Magic School will Process Personal Information solely: (1) to fulfill its obligations to District under the Agreement, including this Addendum; (2) pursuant to District's instructions; and (3) in compliance with applicable Data Privacy Laws.

3. **CCPA Acknowledgment.**

The parties acknowledge and agree that Magic School is a service provider for the purposes of the California Consumer Privacy Act (the "CCPA"). Magic School certifies that it understands the rules, restrictions, requirements and definitions of the CCPA. Magic School agrees to refrain from taking any action that would cause any transfers of Personal Information to or from Magic School to qualify as a sale of Personal Information under the CCPA.

4. **Personal Information Processing Requirements.** Magic School will:

- a. Ensure that the persons it authorizes to Process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- b. Assist District in the fulfillment of District's obligations to respond to verifiable requests by Consumers (or their lawful representatives) for exercising their rights under Data Privacy Laws (such as rights to access or delete Personal Information).
- c. Promptly notify District of (i) any third-party or Consumer complaints regarding the Processing of Personal Information; or (ii) any government or Consumer requests for access to or information about Magic School's Processing of Personal Information on District's behalf, unless prohibited by Data Privacy Laws. Magic School will provide District with reasonable cooperation and assistance in relation to any such request.

5. **Data Security.** Magic School will implement appropriate administrative, technical, physical, and organizational measures to protect Personal Information, as set forth in Exhibit A.

6. **Security Breach.** Magic School will notify District without undue delay, of any Security Breach and will assist District in District's compliance with its Security Breach-related obligations, including without limitation, by:

- a. Taking steps to mitigate the effects of the Security Breach and reduce the risk to Consumers whose Personal Information was involved; and
- b. Providing District with the following information, to the extent known:
  - i. The nature of the Security Breach, including, where possible, how the Security Breach occurred, the categories and approximate number of Consumers concerned, and the categories and approximate number of Personal Information records concerned;
  - ii. The likely consequences of the Security Breach; and
  - iii. Measures taken or proposed to be taken by Magic School to address the Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7. **Subcontractors.**

- a. District acknowledges and agrees that Magic School may use Magic School affiliates and other subcontractors to Process Personal Information in accordance with the provisions within this Addendum and Data Privacy Laws. Where Magic School sub-contracts any of its rights or obligations concerning Personal Information, including to any affiliate, Magic School will take steps to select and retain subcontractors that are capable of maintaining

appropriate privacy and security measures to protect Personal Information consistent with applicable Data Privacy Laws.

- b. Magic School has provided a current list of Magic School's subprocessors listed herein as Exhibit B, and District hereby consents to Magic School's use of such subprocessors. Magic School will maintain an up-to-date list of its subprocessors, and it will provide District with at least thirty (30) days' notice of any new subprocessor added to the list prior to transferring District Personal Information to such a new subprocessor. In the event District objects to a new subprocessor, Magic School will not transfer District Personal Information to the new subprocessor and will use reasonable efforts to make available to District a change in the services or recommend a commercially reasonable change to, District's use of the services to avoid Processing of Personal Information by the objected-to subprocessor without unreasonably burdening the District. District may, in its sole discretion, terminate the Agreement by providing written notice to Magic School in the event that it promptly objects to a subprocessor and Magic School is unable to change the services to satisfy District.

**8. Data Transfers.**

- a. District authorizes Magic School to make international transfers of the Personal Information only if (i) applicable Data Privacy Law for such transfers is respected and (ii) the transfer is otherwise permitted by this DPA.
- b. With respect to Personal Information transferred from the United Kingdom for which UK Data Protection Law (and not the law in any European Economic Area ("EEA") jurisdiction or Switzerland) governs the international nature of the transfer, the 2021 Standard Contractual Clauses along with the UK International Data Transfer Addendum form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict and shall be deemed completed as follows:
  - The "exporter" is District, and the exporter's contact information is set forth in the Agreement,
  - The "importer" is Magic School, and Magic School's contact information is set forth below.
  - By entering into this DPA, the Parties are deemed to be signing the 2021 Standard Contractual Clauses and their applicable Appendices.
- c. With respect to Personal Information transferred from the EEA and Switzerland, the 2021 Standard Contractual Clauses form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and they will be deemed completed as follows:
  - District acts as a controller and Magic School acts as District's processor with respect to the Personal Information subject to the 2021 Standard Contractual Clauses, and its Module 2 applies.
  - Clause 7 (the optional docking clause) is included.
  - Under Clause 9 (Use of sub-processors), the parties select Option 2 (General written authorization). The initial list of sub-processors is set forth as indicated in Section

11(b) of this DPA and Magic School shall update that list and provide notice to District at least thirty (30) days in advance of any intended additions or replacements of sub-processors.

- Under Clause 11 (Redress), the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply.
- Under Clause 17 (Governing law), the parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights). The parties select the laws of Ireland.
- Under Clause 18 (Choice of forum and jurisdiction), the parties select the courts of Ireland.
- Annexes I and II of the 2021 Standard Contractual Clauses are set forth in Schedule B of the DPA.
- Annex III of the 2021 Standard Contractual Clauses (List of subprocessors) is inapplicable.

d. Additional Safeguards for the Transfer and Processing of Personal Information from the EEA, Switzerland, and the United Kingdom. To the extent that Magic School Processes Personal Information of Data Subjects located in or subject to the applicable Data Privacy Laws of the EEA, Switzerland, or the United Kingdom, Magic School agrees to the following safeguards to protect such data to an equivalent level as applicable Data Privacy Laws:

- Magic School and District shall encrypt all transfers of the Personal Information between them, and Magic School shall encrypt any onward transfers it makes of such personal data, to prevent the acquisition of such data by third parties.
- Magic School will use all reasonably available legal mechanisms to challenge any demands for data access through national security process it receives as well as any non-disclosure provisions attached thereto.
- At 12-month intervals or more often if required by applicable Data Privacy Law, Magic School shall create a transparency report that it will make available to District upon request, indicating the types of binding legal demands for the Personal Information it has received, including national security orders and directives, which shall encompass any process issued under FISA Section 702.
- Magic School will promptly notify District if Magic School can no longer comply with the applicable Standard Contractual Clauses or the clauses in this Section. Magic School shall not be required to provide District with specific information about why it can no longer comply, if providing such information is prohibited by applicable law. Such notice shall entitle District to terminate the Agreement (or, at District's option, affected statements of work, order forms, and like documents thereunder) and receive a prompt pro-rata refund of any prepaid amounts thereunder. This is without prejudice to District's other rights and remedies with respect to a breach of the Agreement.

9. **Audits.** Magic School will make available to District all records necessary to demonstrate compliance with this Addendum and will allow for and contribute to audits conducted by District or another auditor mandated by District, provided that, such audit shall occur no more than once every twelve (12) calendar months, upon reasonable prior written notice, and to the extent Magic School's personnel are required to cooperate thereupon, during Magic School's normal business hours.

10. **Return or Destruction of Personal Information.** Except to the extent required otherwise by Data Privacy Laws, Magic School will, at the choice of District, return to District and/or securely destroy all Personal Information upon (a) written request of District or (b) termination of the Addendum. Except to the extent

prohibited by Data Privacy Laws, Magic School will inform District if it is not able to return or delete the Personal Information.

11. **Term; Survival.** The term of this Addendum shall commence as of the Effective Date and will continue until terminated by the parties upon a 30-day prior written notice or until the underlying Addendum between the parties has been terminated. The provisions of this Addendum shall survive the termination or expiration of this Addendum for so long as Magic School or its subcontractors Process the Personal Information.

## **Schedule A**

### **Appendix 1 to the 2021 Standard Contractual Clauses**

This Appendix forms part of the Standard Contractual Clauses.

#### **Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer): District, who is engaging Magic School for the purposes described in the Agreement and any relevant Statements of Work.

#### **Data importer**

The data importer is (please specify briefly activities relevant to the transfer): Magic School, who will process the Personal Information for the purposes described in the Agreement and any relevant Statements of Work.

#### **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects located in the EEA, UK, or Switzerland whose information is provided from District to Magic School for processing pursuant to the Agreement and this DPA.

#### **Categories of data**

The personal data transferred concern the following categories of data (please specify):

Any categories of personal data provided by District to Magic School regarding data subjects in the EEA, UK, or Switzerland whose information is provided from District to Magic School for processing pursuant to the Agreement and this DPA, such personal data being provided for the purposes of creating user accounts to identify authorized users of the Services who are District's employees or authorized personnel and optional "profile" information a user may provide.

#### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify): None.

#### **Processing operations (including subject matter, nature, purpose and duration of Processing)**

The personal data transferred will be subject to the following basic processing activities (please specify): All Processing activities set forth in the Agreement and any relevant Statements of Work.

### **Appendix 2 to the 2021 Standard Contractual Clauses**

This Appendix forms part of the Standard Contractual Clauses.

**Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

See Exhibit A.

## **Schedule B**

### **Annexes I and II of the 2021 Standard Contractual Clauses ANNEX I**

#### **A. List of Parties**

##### **Data exporter:**

Name: The District, as defined in the Agreement between District and Magic School Dev under which data will be processed (“Agreement”) on behalf of itself and its Affiliates.

Address: The District's address, as set out in the Agreement

Contact person's name, position and contact details: The District's contact details, as set out in the Order Form and/or as set out in the District's Company Account

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with District's use of the Services under the Agreement

Role (controller/processor): Controller

##### **Data importer(s):**

Name: Magic School

Address: 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301

Adeel Khan, CEO, adeel@magicschool.ai

Activities relevant to the data transferred under these Clauses: The processing activities as described in the Agreement and any relevant Statements of Work

Role (controller/processor): Processor

#### **B. Description of Transfer**

##### **Categories of Data Subjects whose Personal Data is Transferred**

District may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by District in District's sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: Personal Information on authorized users of the Services who are District's employees or authorized personnel

##### **Categories of Personal Data Transferred**

You may submit Personal Data to the Services, the extent of which is determined and controlled by you in your sole discretion, and which may include but is not limited to the following categories of Personal Data: Personal Data being provided for the purposes of creating user accounts to identify authorized users of the Services who are District's employees or authorized personnel and optional “profile” information a user may provide.

##### **Sensitive Data transferred and applied restrictions or safeguards**

The parties do not anticipate the transfer of sensitive data. Magic School is not responsible for processing any sensitive data unless and until mutually agreed by the parties.

##### **Frequency of the transfer**

Continuous

##### **Purpose of the transfer and further processing**

Magic School will Process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in the Order Form, and as further instructed by District in District's use of the Services.

##### **Period for which Personal Data will be retained**

Subject to the data retention requirements of the Agreement, we will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

### **Competent Supervisory Authority**

For the purposes of the Standard Contractual Clauses, the supervisory authority that shall act as competent supervisory authority is either (i) where District is established in an EU Member State, the supervisory authority responsible for ensuring District's compliance with the GDPR; (ii) where District is not established in an EU Member State but falls within the extra-territorial scope of the GDPR and has appointed a representative, the supervisory authority of the EU Member State in which District's representative is established; or (iii) where District is not established in an EU Member State but falls within the extra-territorial scope of the GDPR without having to appoint a representative, the supervisory authority of the EU Member State in which the Data Subjects are predominantly located. In relation to Personal Data that is subject to the UK GDPR or Swiss DPA, the competent supervisory authority is the UK Information Commissioner or the Swiss Federal Data Protection and Information Commissioner (as applicable).

### **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

See Exhibit A

## Exhibit A

### Magic School DATA SECURITY MEASURES

Magic School will implement and maintain the following administrative, technical, physical, and organizational security measures for the Processing of Personal Information:

Magic School's Information Security Program includes specific security requirements for its personnel and all subcontractors or agents who have access to Personal Information ("Data Personnel"). Magic School's security requirements cover the following areas:

1. Information Security Policies and Standards. Magic School will maintain written information security policies, standards and procedures addressing administrative, technical, and physical security controls and procedures. These policies, standards, and procedures shall be kept up to date, and revised whenever relevant changes are made to the information systems that use or store Personal Information.
2. Physical Security. Magic School will maintain commercially reasonable security systems at all Magic School sites at which an information system that uses or stores Personal Information is located ("Processing Locations") that include reasonably restricting access to such Processing Locations, and implementing measures to detect, prevent, and respond to intrusions.
3. Organizational Security. Magic School will maintain information security policies and procedures addressing data disposal, data minimization, data classification, and incident response protocols.
4. Network Security. Magic School maintains commercially reasonable information security policies and procedures addressing network security.
5. Access Control. Magic School agrees that: (1) only authorized Magic School staff can grant, modify or revoke access to an information system that Processes Personal Information; and (2) it will implement commercially reasonable physical and technical safeguards to create and protect passwords.
6. Virus and Malware Controls. Magic School protects Personal Information from malicious code and will install and maintain anti-virus and malware protection software on any system that handles Personal Information.
7. Personnel. Magic School has implemented and maintains a security awareness program to train employees about their security obligations. Data Personnel follow established security policies and procedures. Disciplinary process is applied if Data Personnel fail to adhere to relevant policies and procedures.
8. Subcontractor security. Magic School shall only select and contract with subcontractors that are capable of maintaining appropriate security safeguards that are no less onerous than those contained in the Addendum and this Exhibit.
9. Business Continuity. Magic School implements disaster recovery and business resumption plans that are kept up to date and revised on a regular basis. Magic School also adjusts its Information Security Program in light of new laws and circumstances, including as Magic School's business and Processing change.



**Exhibit B**

**Current Subprocessors**

<u>Entity Name</u>	<u>Subprocessing Activities</u>	<u>Entity Country</u>
Vercel, Inc.	Hosting	United States
Intercom, Inc.	District Support	United States
Stripe, Inc.	Payment Processing	United States
Alphabet, Inc.	Website Traffic Analysis	United States
Supabase, Inc	Infrastructure Hosting	United States
Amplitude, Inc	Behavioral Analytics	United States
Notion Labs, Inc	Communication with Authorized Users in connection with the provision of the Services and support	United States
Hubspot, Inc	Communication with Authorized Users in connection with the provision of the Services and support	United States

By signing below and returning to security@magicschool.ai, the District agrees to the data processing terms set out in this Data Processing Addendum and warrants that the information in this Data Processing Addendum is complete and accurate. The District must add their signature below and send the completed document to security@magicschool.ai for our records to consider this DPA executed. The District must email Magic School from the email address that they wish to receive communications to in the event of changes to subprocessors in line with clause 7.

Signed for and on behalf of the District: Kewaskum School District

Company: \_\_\_\_\_

Name: Tiffany Wilson 

Position: Technology Director

Date: 1/17/2024