

EXHIBIT “H” – Additional Terms or Modifications
Version Paper Education America, Inc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

5. **Subprocessors.** Provider shall ~~enter into written agreements with~~ ensure all Subprocessors performing functions ~~for the Provider in order for~~ on behalf of the Provider to provide ~~the~~ Services pursuant to the Service Agreement, ~~whereby the Subprocessors~~ agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE IV: DUTIES OF PROVIDER

6. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
- (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless ~~(a)~~ that party agrees in writing not to attempt re-identification, ~~and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.~~ Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data ~~after providing the LEA with reasonable prior notice in accordance with the data retention policy described in Exhibit A*~~. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a “Directive for Disposition of Data” form, a copy of which is attached hereto as **Exhibit “D”**. If the LEA and Provider employ Exhibit “D,” no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit “D”**.

Note* Exhibit A language will include the following:

Provider needs to provide the detailed retention policy details, including the timeline.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

Ceres Unified School District
("Originating LEA") which is
dated

07-26-2023

, 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 statutes; (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 **Exhibit "E"** to Provider at the following email address:

_____ legal@paper.co _____.

PROVIDER: _____ **Paper Education America, Inc.** _____

BY: _____ *Dave Zaragoza* _____ Date: 07-28-2023 _____

Printed Name: _____ Dave Zaragoza _____ CFO _____
_____ Title/Position: _____

2. Subscribing LEA

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 and the Provider shall therefore be bound by the same

terms of this DPA for the term of the DPA between **Ceres Unified School District**
the

and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: Ceres Unified _____

BY: _____ Date: 02/20/2024 _____

Printed Name: Chris Hagle _____ Title/Position: Chief Technology Officer _____

SCHOOL DISTRICT NAME: Ceres Unified _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: Chris Hagle _____

Title: Chief Technology Officer _____

2503 Lawrence Street Ceres CA 95307

Address: _____
Telephone Number: 2095561570 _____
Email: chigle@ceres.k12.ca.us _____

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