

## EXHIBIT “H” – Additional Terms or Modifications

Version \_\_\_\_\_ Epic Creations, Inc. \_\_\_\_\_

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

### EXHIBIT “G”

#### Supplemental SDPC State Terms for California Version 1.0

- 2. Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows: Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees that are not considered Targeted Advertising; or (iii) to notify account holders about new education product updates, features, or services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

**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 City USD**

("Originating LEA") which is dated

**12-21-2023**

, 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:

\_\_\_\_\_ privacy@getepic.com \_\_\_\_\_.

**PROVIDER:** \_\_\_\_\_ **Epic Creations, Inc.** \_\_\_\_\_

BY: \_\_\_\_\_ *Stephen Jull* \_\_\_\_\_ Date: 12-22-2023 \_\_\_\_\_

Printed Name: \_\_\_\_\_ Stephen Jull \_\_\_\_\_ Chief Business Officer  
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 Sacramento City USD 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: 01/11/2024 \_\_\_\_\_

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: 2095561570 \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: chigle@ceres.k12.ca.us \_\_\_\_\_

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