

EXHIBIT E: GENERAL OFFERS OF TERMS

Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms (“General Offer”) that they are bound by the same terms as the DPA between Provider and Tooele County School District (“**Originating LEA**”) dated 10/10/2025.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA’s use of the Provider’s Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit “A” or Exhibit “B” in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum’s existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit “B”, the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit “E” to Provider at the following email address: orders@kutasoftware.com

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

PROVIDER: Kuta Software LLC

Signed By: *Matthew Kauppi* Date: 10/10/2025
Printed Name: Matthew Kauppi Title/Position: Compliance Officer

EXHIBIT E - Page 2 of 3: RESOURCE NAME(S):

Originating LEA: Tooele County School District

Provider Name: Kuta Software LLC

This agreement applies to both of Kuta Software's product types.

1) Kuta Software's desktop software for teachers. This includes Infinite Grade 6 Math, Infinite Pre-Algebra, Infinite Algebra 1, Infinite Geometry, Infinite Algebra 2, Infinite Precalculus, and Infinite Calculus. This software is installed on Windows or Mac computers. Teachers use the software to create and print worksheets. Students do not use the software. If used without "Kuta Works", then no student data is collected.

2) Kuta Software's LMS, "Kuta Works." Kuta Works allows teachers to post assignments from the desktop software so students can complete multiple choice assignments online. Kuta Works does collect student data. Kuta Works is certified by iKeepSafe as compliant with COPPA, FERPA, and more.

Concerning section 4.6, "Disposition of Data", note that Kuta Works has a standard retention and destruction schedule. Student course results are deleted 21 weeks after the end of a course. Student accounts are deleted after one year of inactivity. Rolling backups are deleted after an additional 35 days. As required, the district can request that data be deleted at any time. All details of student data handling can be found on the Kuta Works privacy policy.

<https://cdn.works.kutasoftware.com/legal/privacy.html>

For ease of reading, student data collected with Kuta Works will be written below as well as entered into the table.

*Entered by students during registration and stored in an AWS resource (If student initiates account creation):

- First name
- Last name
- Email address
- Password

*Entered by teachers to facilitate registration and stored in an AWS resource (If teacher initiates student account creation):

- First name
 - Last name
 - Initial password
- (Note that a student email address is not required if teacher initiates account creation.)

*Entered by students during usage of the service and stored in an AWS resource:

- List of registered courses
- Selected answers to multiple choice problems
- Time spent on each problem
- Questions flagged for teacher's attention

*Other Information Collected from Students Collected for interactions with the service and stored in logs on an AWS service:

- Kuta Works user id
- Internet protocol address
- Time of https request
- Description of https request

*Collected for interactions with the service through Google Analytics and Google reCAPTCHA and stored in cookies on the user's computer/device and Google server resources:

- Google assigned ids
- Internet protocol addresses
- Areas of site visited with date and time
- Operating system and browser settings
- Referring page
- Other data to track usage of site and ensure user is not abusing the service

*Collected only in cases of unexpected behavior to monitor security. Stored by Report URI Ltd:

- Document Uniform Resource Identifier
- Attempted Outgoing Uniform Resource Identifier
- Operating system and browser type

EXHIBIT E - Page 3 of 3:

“SUBSCRIBING LEA”

Originating LEA: Tooele County School District
Provider Name: Kuta Software LLC

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 the Originating LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.**** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit “E”. The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA:

Signed By: _____ Date: _____
Printed Name: _____ Title/Position: _____
School District Name: _____

Designated Representative of LEA:

Name: _____ Title: _____
Address: _____
Telephone: _____ Email: _____

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

- Subscribing LEA Security Name
- Subscribing LEA Security Role
- Subscribing LEA Security Postal Address
- Subscribing LEA Security Postal Email Address

With a copy to (if provided):

- Subscribing LEA Role
- Subscribing LEA Postal Address
- Subscribing LEA E-mail Address
- Subscribing LEA Legal Counsel
- Subscribing LEA Legal Counsel Postal Address
- Subscribing LEA Legal Counsel E-mail Address