

The Subscribing LEA and the Provider \_Amplify Education, Inc. shall therefore be bound by the same terms of this DPA.

BY: *Gary Myers*

Date: 3/4/2021

Printed Name: Gary Myers

Title/Position: Director of Educational Technology

SCHOOL DISTRICT NAME: Helena Public Schools

DESIGNATED REPRESENTATIVE OF LEA:

Name Gary Myers

Title Director of Educational Technology

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COUNTY OF LEA:

## **Exhibit B**

### **Security Incident**

- 1. Data Security Incident.** If Amplify Education Inc. (“**Amplify**”) has reason to believe that Pupil Records are disclosed to or acquired by an unauthorized individual(s) (a “**Security Incident**”), then Amplify will fully investigate the incident and to take reasonable steps to remediate systems and controls and to mitigate any potential harm to individuals which may result from the Security Incident and cooperate with District’s investigation of the Security Incident.
- 2. Notification to District.** Amplify will promptly notify District after Amplify determines that District’s Pupil Records were affected by the Security Incident, and, to the extent known, identify: (i) the nature of the Security Incident, (ii) the steps Amplify has executed to investigate the Security Incident, (iii) the type(s) of personally identifiable information that was subject to the unauthorized disclosure or acquisition, (iv) the cause of the Security Incident, if known, (v) the actions Amplify has done or will do to remediate any deleterious effect of the Security Incident, and (vi) the corrective action Amplify has taken or will take to prevent a future Security Incident.
- 3. Notification to Individuals.** To the extent District determines that the Security Incident triggers third party notice requirements under applicable laws, as the owner of the Pupil Records, the District shall be responsible for the timing and content of the notices to be sent. Except as otherwise required by law, Amplify will not provide notice of the Security Incident directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to District. Amplify will be responsible for, and will bear, all notification related costs arising out of or in connection with the Security Incident, subject to any limitations of liability terms contained in the Agreement. For clarity and without limitation, Amplify will not be responsible for costs associated with voluntary notification that is not legally required. With respect to any Security Incident which is not due to acts or omissions of Amplify or its agents, Amplify will reasonably cooperate in performing the activities described above, as District’s requests, at District’s reasonable expense.