

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and and which is dated to any other LEA ("Subscribing LEA") to anyone who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the 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. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.



Printed Name:

Date:

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.

Printed Name:

Date:

Title/Position:

ADDENDUM TO California Student Data Privacy Agreement

This Addendum amends and adds to the CSDPA between DragonFly Athletics, LLC ("DragonFly") and Ascaladero Unified School District ("Local Education Agency" or "LEA").

1. Privacy and Data Security. To protect the privacy of its users and the confidentiality of health information and other student-athlete information, DragonFly restricts access to a student's records to only the LEA, the student or student's parent/guardian, and any person that the LEA or student/student's parent or guardian authorizes for access. DragonFly is not responsible for access given to student records by the LEA, the student, the student's parent or guardian, or some other person authorized by one those (for example, a trainer affiliated with the LEA). DragonFly performs its risk management process in accordance with NIST SP 800-30. DragonFly aligns its Information Security Management System and related controls with ISO 27001:2013, ISO27002 and ISO27017:2015. DragonFly has a business associate agreement (BAA) with Amazon Web Services. DragonFly MAX runs on Amazon's BAA authorized service layer. Information entered into the DragonFly system by parents, guardians, or student athletes is categorized as a personal health record (PHR) in connection with Federal Trade Commission guidance associated with mobile health applications. Information entered by LEA administrators are student records and align with the Family Educational Rights and Privacy Act (FERPA). The Health Insurance Portability and Accountability Act (HIPAA) regulatory framework does not apply to student records, but DragonFly protects health information under HIPAA-compliant standards. Student medical treatment records that a student authorizes to be released to entities outside of the school are no longer under the school's authority and become the responsibility of the recipient. DragonFly MAX assists students, parents, LEAs, and those affiliated with LEAs or students (such as leagues, coaches, athletic trainers, schools, and teams) provide required forms and personal health record information to affiliated athletic trainers and allows athletic trainers to update the status of an athlete's injuries. Because student records are covered by FERPA, there is no need to submit a BAA to DragonFly. The LEA is responsible for ensuring compliance with any privacy laws or rules by the coaches, trainers, or other individuals it authorizes to have access to a student athlete's information through the DragonFly services. Nothing in the agreement between DragonFly and the LEA, and nothing in DragonFly's Terms of Use or privacy policies, should be understood or construed as DragonFly voluntarily opting to be subject to any federal, state, or local laws that would not otherwise apply to DragonFly absent the agreement. Terms of Use, or policies.

2. No Medical Services Provided. DragonFly provides no training services, physical therapy, or other healthcare services. DragonFly is not responsible and makes no representations or warranties regarding the ability, training, skills, or competence of any trainer, coach, or other person given access to the DragonFly services by an LEA, student athlete, parent, or guardian. Neither DragonFly nor any of its subsidiaries or affiliates or any third party who may promote the DragonFly services or provide a link to the DragonFly services may be held liable for any professional or healthcare advice obtained from a trainer in conjunction with the DragonFly services. DragonFly does not endorse any specific tests, physical therapists, athletic trainers, medications, products, or procedures recommended by trainers, coaches, or other LEA representatives who may use the DragonFly services. DragonFly does not provide and does not intend to provide any medical advice, diagnosis, or recommendations of any kind related to the DragonFly services or any DragonFly site. Never should any content or information transmitted to or from, or stored in, the DragonFly services or on a DragonFly site be interpreted as medical advice or a recommendation of any kind from DragonFly. The LEA acknowledges that while DragonFly may be providing services, the availability of its platform should not be construed as interpreting DragonFly to be a "school official" as that term has been interpreted under FERPA and implementing regulations. Therefore, posting information on DragonFly's platform to be accessed by trainers, coaches, or other LEA representatives may not be construed as subjecting DragonFly to the conditions and limitation of 34 C.F.R. §§ 99.31, 99.33, or other FERPA provisions or regulations. Individual users may authorize or revoke sharing of information with LEAs and others during enrollment,

after enrollment, or when enrolling with a new LEA or other entity. DragonFly may promote or advertise other services or products of DragonFly or affiliates of DragonFly or third parties, but no student athlete's information will be shared by DragonFly with any other entity for marketing. DragonFly accepts an LEA's verification that an athletic trainer is affiliated with the LEA, and DragonFly is not responsible for errors or misinformation provided to DragonFly by an LEA that results in unauthorized disclosure of personal health record information.

3. DragonFly's Terms of Use Remain Applicable. Nothing in this Addendum or in the agreement to which this Addendum relates may be construed as altering or eliminating any of the provisions of the Terms of Use found on the dragonflymax.com website. Those Terms of Use are incorporated by reference in this Addendum and are part of the agreement between DragonFly and the LEA. The Terms of Use apply and govern the obligations and responsibilities of DragonFly and obligations and responsibilities of the users (including the LEA, agents or affiliates of the LEA, students, parents/guardians, or any authorized third parties) of the DragonFly products, services, applications, and websites owned or controlled by DragonFly, including security, data storage and access, compliance with applicable laws, and use of DragonFly mobile applications and websites. Nothing in the agreement between the LEA and DragonFly imposes any binding obligations on DragonFly that are not contained in those Terms of Use and that would not otherwise be imposed by law. The Terms of Use apply to all users, regardless of whether the user is (i) a student athlete, or parent/guardian of a student athlete, (ii) an athletic trainer, sports trainer, physical therapist, or other individual involved with the training or care of a student athlete, or (iii) a representative of a student athlete's or a trainer's school, LEA, or other group, such as a coach, assistant coach, volunteer coach or administrator. To the extent those Terms of Use contradict anything in this Addendum or the agreement to which this Addendum relates, the Terms of Use will govern. The Terms of Use may be amended by DragonFly.

4. Liability and Dispute Resolution. To the fullest extent permitted by law, in no event may DragonFly (or its affiliates, employees, members, owners, or representatives) be responsible or liable to any person or entity for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other losses, liabilities, costs, claims, expenses or damages whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the DragonFly services or the DragonFly sites, whether based on warranty, contract, tort (including negligence), or any other legal theory and whether or not advised of the possibility of such damages. The LEA agrees to defend, indemnify, and hold harmless DragonFly, its affiliates, and the managers, members, officers, representatives, partners, licensors and agents of DragonFly and its affiliates (the DF Parties) from and against all third-party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by any of the DF Parties due to, related to, or arising out of the LEA's breach of the agreement between LEA and DragonFly (including this Addendum and any documents incorporated by it) or violation of applicable law, any LEA or LEA representative's use or access of the DragonFly services, or the use or access by anyone accessing the DragonFly services using LEA-provided access. In the event of any dispute or claim relating to the DragonFly services or any DragonFly site or the agreement between the LEA and DragonFly (including this Addendum and any documents incorporated by it), the LEA agrees to resolution of such dispute solely in the state courts located in Tuscaloosa County, Alabama, and that the rights and obligations of the parties will be governed by and in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles. The LEA waives any objection to venue and jurisdiction in such courts. Subject to any applicable limitation of liability set forth herein, the rights and remedies herein of DragonFly are cumulative and in addition to any and all rights and remedies that may be provided by law or equity.

5. Noninterference, Warranties, and Severability. The LEA agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of DragonFly services or any activity being conducted on any DragonFly site. The LEA and any

representatives of the LEA are prohibited from violating or attempting to violate the security of the DragonFly services, including, without limitation: (a) accessing data not intended for the LEA or logging onto a server or an account which the LEA is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using DragonFly services or any portion thereof without authorization, in violation of the Terms of Use, or in violation of applicable law. DragonFly strives to provide a user-friendly, bug-free interface for its users with no downtime on its systems. DragonFly does not warrant that the DragonFly services or any DragonFly site will meet the LEA's requirements or will be uninterrupted or error-free, or that defects in the DragonFly services or any DragonFly site will be corrected. To the extent permitted by applicable law, the DragonFly services and the DragonFly site or sites are provided without warranty, express or implied, of any kind (including without any warranty of merchantability or fitness for a particular purpose). The LEA and users of the DragonFly services and sites assume total risk in the use of the services and the sites. The LEA, for itself and its representatives (including trainers it authorizes), represents and warrants that all user information collected and obtained through the DragonFly services will be kept confidential and will only be disclosed to other parties outside the DragonFly platform as authorized by law. DragonFly reserves the right to terminate access to all or part of DragonFly services, with or without cause, and with or without notice. In the event that any of the agreement between DragonFly and the LEA (including this Addendum) are held by a court or other tribunal of competent jurisdiction to be unenforceable, such unenforceable provisions will be limited or eliminated to the minimum extent necessary so that the agreement between the LEA and DragonFly otherwise remains in full force and effect so as to effect the intent of the agreement will continue in full force and effect.

By signing below, the representative acknowledges agreement to the terms set forth above and that he or she is authorized to sign on behalf of and bind the entity for which he or she is a representative:

DragonFly Athletics, LLC

By: 

Printed name: John C. Sanders

Title: Product Manager

Date: 7/30/2018

[LEA] _____

By: _____

Printed name: _____

Title: _____

Date: _____