ADDENDUM TO WASHINGTON STUDENT DATA
PRIVACY AGREEMENT (Version 1.0)
between

Enumclaw School District

and

EDpuzzle, Inc.

dated *4, 30, 2020* .

The present Addendum is attached to and forms part of the Washington Student Data Privacy Agreement Version 1.0 (the "DPA" or the "Agreement") between *Enumclaw School District* (the "LEA") and EDpuzzle, Inc. (the "Provider") as of *EDpuzzle* .

To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Addendum shall take precedence and supersede the attached Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

3. Separate Account. If Student Generated Content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said Student Generated Content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall (a) only apply to Student Generated Content that is severable from the Services; and (b) not apply if proven to be incompatible with the Services, technically impossible or to involve a disproportionate effort for Provider.

5. Subprocessors. Provider shall, prior to contracting with Subprocessors performing functions on Provider's behalf, assess Subprocessors' practices and policies in order to ensure compliance with Provider's own practices and policies and Provider's remaining obligations pursuant to the Agreement. Assessments shall be newly conducted with a periodicity of at least once a year. Further to the aforementioned, LEA shall be empowered to terminate all agreements with Provider if it believes that disclosure of data is made in a manner inconsistent with Provider's practices and policies and with Provider's remaining obligations governing the processing of personal information pursuant to the DPA.

ARTICLE IV: DUTIES OF PROVIDER

3. Employee Obligation. Provider shall require all of its officers, employees or other members of the staff who have access to Student Data to comply with all applicable provisions of the DPA with respect to the data shared under the Service Agreement. In regards to Subprocessors, Provider shall ensure, by assessing its Subprocessor's practices and policies prior to contracting with them and regularly at least once a year as described in Section 5 of Article II of the DPA, as amended by this Addendum, that Provider's Subprocessors comply with all applicable provisions of the DPA with respect to the data shared under the Service Agreement.

1

4. No Disclosure. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, Services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR §99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification; and (b) except for Subprocessors contracted for supporting Provider's business, prior written notice has been given to LEA, which has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. Disposal of Data. Upon request, Provider shall dispose of or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) where applicable, the shredding of any hard copies of any Student Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Provider may, however, keep copies and/or backups of Student Data as part of its disaster recovery storage system, provided such data is (a) not accessible to the public; (b) not used by Provider in the normal course of its business and (c) kept for a term not exceeding thirteen (13) months from the day of their creation. LEA may request the deletion of any such student data if such copies and/or backups have been used by Provider to repopulate accessible data following a disaster recovery, by sending a written request to the Provider by either regular or electronic mail.

Without prejudice to the above, nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposal. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

   a. **Partial Deletion During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data, where applicable, to a Student Generated Content account, pursuant to Article II, section 3 of the DPA, as amended by this Addendum. The LEA may also request that specific Student Data be, where applicable, returned to the LEA.

   b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall, upon LEA's written request, dispose or delete all Student Data obtained under the Service Agreement. Prior to disposal of the data, Provider shall notify LEA of its option, where applicable, to transfer data to a Student Generated Content account pursuant to Article II,

2

section 3, of the DPA, as amended by this Addendum, or to other accounts as may be designated by the LEA. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

c. **Pre-termination Data Disposal Meeting.** In addition to the foregoing requirements, the LEA may request in writing that Provider participate in a meeting to discuss disposal of the Student Data prior to termination of the Service Agreement.

Notwithstanding the aforementioned terms, transferring data to a separate account shall not be made if proven to be incompatible with Provider's Service, technically impossible or to involve a disproportionate effort for Provider.

ARTICLE V: DATA PROVISIONS

1. Data Security. [...]

b. Destruction of Data. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer, where applicable, said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, as amended by virtue of this Addendum. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposal work authorized under the Service Agreement. Provider may however retain copies and/or backups of Student Data as part of its disaster recovery storage system, provided said data is (a) not accessible to the public; (b) not used by Provider in the normal course of its business and (c) kept for a term not exceeding thirteen (13) months from the day of their creation. LEA may request the deletion of any such student data if such copies and/or backups have been used by Provider to repopulate accessible data following a disaster recovery, by sending a written request to the Provider by either regular or electronic mail.

h. Subprocessors Bound. Provider shall, prior to contracting with Subprocessors performing functions on Provider's behalf, assess subprocessors' practices and policies in order to ensure compliance with Provider's own practices and policies. Provider shall make sure that Subprocessors secure and protect personal information in a manner consistent with Provider's security obligations pursuant to the DPA. Provider shall reassess subprocessors' practices and policies at least once a year.

i. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Such assessments shall be conducted at least once a year. In the event that the term of the Service Agreement is anticipated to be longer than two (2) years, Provider shall, upon written request by Lea, provide written confirmation to the LEA that either Provider or a third party

3

has conducted a risk assessment analysis of Provider's computer systems at some point during the term of the Service Agreement.

2. Data Breach. [...]

f. In the event of a security breach affecting Student Data, Provider may also notify parent, legal guardian or eligible pupil of the unauthorized access by delivering the information listed in subsections (b) and (c) of section 2 of Article V of the WSDPA.

ARTICLE VIII: MISCELLANEOUS

1. Term. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for a period of one (1) year, or so long as the Provider performs services under this Agreement, whichever shall be longer.

3. Effect of Termination Survival. If the Service Agreement is terminated, the Provider shall, upon written request by LEA, destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, of the DPA, as amended by this Addendum. In the absence of written request by LEA, Provider commits to delete all user accounts and related data after an inactivity period of eighteen (18) months.

This Addendum shall be effective on the day the last party signs.

Enumclaw School District
Insert District Name

Name: _David C. Beals_

Title: _Deputy Superintendent_

Signature: _David C. Beals_

Date: _4.30.2020_

EDPUZZLE, INC.

Name: JORDI GONZALEZ

Title: PRODUCT MANAGER

Signature: _Jordi Gonzalez_

Date: 05 / 06 / 2020

4

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS
[INSERT ORIGINATING LEA NAME]
South Kitsap School District

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Name of LEA] and which is date [Insert Date] to any other LEA ("Subscribing LEA") who accepts this General Offer though 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 statues; (2) a material change in the Services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify ACPE in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

EDpuzzle, Inc.

BY: *Jordi Gonzalez*

Date: 05 / 06 / 2020

Printed Name: Jordi González

Title/Position: Product Manager

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.

Insert Subscribing LEA's Name *Enumclaw School District*

BY: *David C. Beal*

Date: *4. 15. 2020*

Printed Name: *David C. Beal*

Title/Position *Deputy Superintendent*

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: DR. JULIA TRIUS

Title: LEGAL COUNSEL

Email Address: privacy@edpuzzle.com

TITLE		Enumclaw School District - WA_ExE_Addendum
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⨍ SIGNED	**05 / 06 / 2020** 14:20:52 UTC	Signed by Jordi González (jordi@edpuzzle.com) IP: 2.152.162.145
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