

## ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by Flocabulary, Inc.  
 (“Provider”) and Oak Grove School District (“LEA”) in  
 the Addendum, Provider and LEA agree to the following changes to the California  
 Student Data Privacy Agreement (“DPA”), as follows:

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

**4. Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party, **so long as legally permitted to do so.**

### **ARTICLE IV: DUTIES OF PROVIDER**

**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) prior written notice has been given to LEA who has provided prior written consent for such transfer; **with the exception of Subprocessors whose services are required to provide its obligation under the Service Agreement.** 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.


### **ARTICLE V; DATA PROVISIONS**

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding **forty-eight (48) seventy two (72)** hours.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Provider **Flocabulary, Inc.**

By   
Printed Name

**Jose Carrera**

Date

**4/23/20**

Position/Title

**CEO**

Local Education Agency

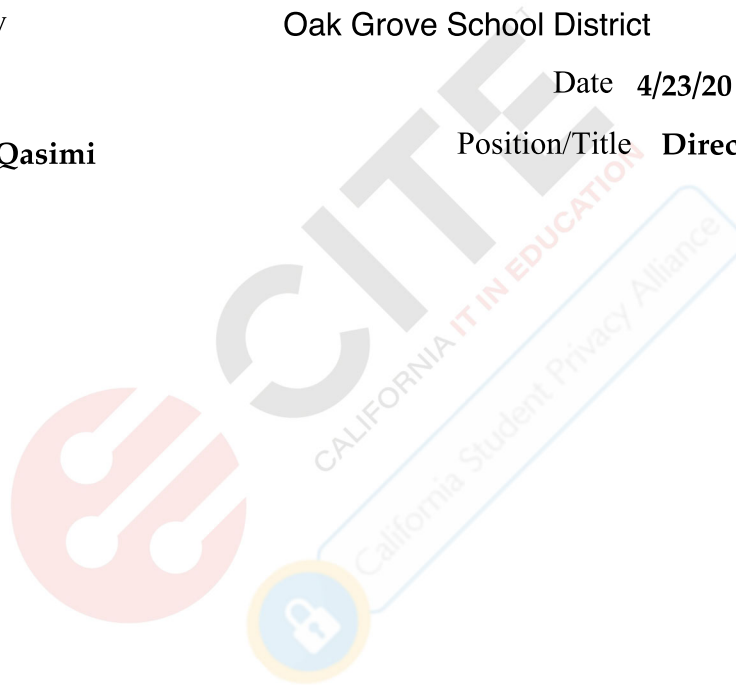
**Oak Grove School District**

By   
Printed Name

**Najeeb Qasimi**

Date **4/23/20**

Position/Title **Director**



**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Oak Grove School District and which is dated April 23, 2020 to any other LEA ("Subscribing LEA") 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 in Exhibit "B" 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Flocabulary, Inc.  
BY: DocuSigned by: Jose Carrera Date: 4/23/20  
39B9AE58EDFE484... Printed Name: Jose Carrera Title/Position: CEO

**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.

Subscribing LEA: Albany Unified School District  
BY: Jackie Kim Date: 04-15-2022  
Printed Name: Jackie Kim Title/Position: Chief Business Officer

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

Name: Natali Barski-Meyman  
Title: Corporate Counsel  
Email Address: legal@nearpod.com