

STUDENT DATA PRIVACY AGREEMENT

**Beaverton School District
(Oregon)**

and

Agile Sports Technologies, Inc., dba Hudl

July 16, 2019

This Student Data Privacy Agreement (“DPA”) is entered into by and between Beaverton School District (hereinafter referred to as “LEA”) and Agile Sports Technologies, Inc., dba Hudl (hereinafter referred to as “Provider”) on July 11, 2019. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed or will agree to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) as described in Article I and Exhibit A; and

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99; Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from Oregon LEAs and created by the Provider’s Services are also subject to several state student privacy laws, including SB 187, Oregon Student Information Protection Act (“OSIPA”); Or. Rev. Stat. §646.607-646.652; Or. Rev. Stat. § 326.565, et seq. (“Student Records”); and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider, by signing this Agreement, agrees to allow other LEAs in Oregon the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- 1 Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit C) transmitted to Provider from the LEA pursuant to Exhibit A, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, OSIPA, and other applicable Oregon state laws, as may be amended from time to time. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit C) from Pupil Records (as defined in Exhibit C) are transmitted to Provider from LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA.
- 2 Nature of Services Provided.** The Provider has agreed to provide the digital educational services described in Exhibit A.
- 3 Student Data to Be Provided.** In order to perform the Services described in this Article and Exhibit A, LEA may provide the categories of data described in the Schedule of Data, attached hereto as Exhibit B.
- 4 DPA Definitions.** The definition of terms used in this DPA is found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of

service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1 Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per this Agreement shall remain the exclusive property of the LEA. Notwithstanding the foregoing, the LEA grants Provider a non-exclusive, royalty-free right to use Student Data to (a) provide the Services, (b) permit recruiters confirmed by Provider's affiliate, Haymarket Recruiting, LLC, to access the Student Data for recruiting purposes, and (c) to the extent the LEA enables public sharing of highlight videos ("Highlights") from within Provider's platform, to (1) use Highlights to provide the Service's community features to users and to other third parties during the Term, and (2) to reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon (including inserting advertising therein), perform and otherwise use the Highlights, in whole or in part, in perpetuity in all media formats and channels now known or hereafter devised (including on Provider's websites, third party websites, cable networks and stations, broadband and wireless platforms, products and services) for any and all purposes, including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to, or permission from the LEA, with or without attribution and without any royalty or payment obligations, which rights in this subsection (c) shall survive any termination or expiration of this DPA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. To the extent particular Student Data is not available for the LEA to access on its own from within Provider's platform, the Provider will cooperate and provide such Student Data within ten (10) days of the LEA's request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2 Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. To the extent particular Personally Identifiable Information is not available for the LEA to view or correct from within Provider's platform, the Provider shall cooperate and respond within a reasonably timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3 Separate Account.** Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.
- 4 Third Party Request.** Should a Third Party, including law enforcement and government entities,

contact Provider with a non-legally compelled 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, unless legally prohibited. Except for the disclosure described in Article II.1(b) and/or (c), and/or unless a parent or legal guardian has provided consent to the LEA or the Provider for Student Data to be disclosed to a third party, the Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

- 5 **No Unauthorized Use.** Provider shall not use Student Data for any purpose other than as explicitly specified in this DPA or otherwise requested in writing.
- 6 **Subprocessors.** Notwithstanding any language to the contrary in this DPA, Provider may utilize Subprocessors in providing the Services; provided that Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Laws.** LEA shall provide data for the purposes of the DPA in compliance with FERPA, COPPA, PPRA, OSIPA, and all other Oregon privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as "School Officials."
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** In its provision of Services to the LEA, the Provider shall comply with all Oregon and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, OSIPA, and all other Oregon privacy statutes identified in this DPA.
2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.
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 the LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA.

5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the DPA within sixty (60) days of a request by LEA. Nothing in the DPA authorizes Provider to maintain Student Data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include 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. 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.
6. **Advertising Prohibition.** Provider shall not (a) use Student Data to market or advertise to students or families/guardians outside of Provider's platform; or (b) provide or match Student Data to permit third-parties to inform, influence, or enable marketing or advertising efforts on Provider's platform; or (c) except for De-Identifiable Information, use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
 - b. **Destruction of Data.** Provider shall destroy or delete all personally identifiable data contained in Student Data and obtained under the DPA upon request by the LEA or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree.
 - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary

to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, Section 4.

- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
 - e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.
 - f. **Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the DPA.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
 - h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
 - i. **Audits.** Upon receipt of a request from the LEA, at most once a year, except in the case of a verified breach, the Provider will allow the LEA to audit the security and privacy measures that are in place, at reasonable times and manner as agreed to by the parties, to ensure protection of the Student Record or any portion thereof. The Provider will cooperate reasonably with any state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider’s records pertaining to the Provider, LEA and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.
2. **Data Breach.** In the event that unencrypted Student Data is accessed or obtained by an unauthorized individual, in accordance with applicable law, Provider agrees to notify the LEA within a reasonable amount of time following the incident. Unless the applicable law of an impacted user’s state of resident provides otherwise, Provider shall follow the following process:
- a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

- b. Provider agrees to adhere to all applicable Oregon and federal requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- c. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to make employees available at reasonable times to discuss the written incident plan.
- d. At the request of the LEA, Provider shall provide reasonable assistance to the LEA to notify the affected parent, legal guardian or eligible pupil of the unauthorized access.

ARTICLE VI: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for 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 three (3) years.
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent any exists, has lapsed or has been terminated.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Records in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
4. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

Hudl - Legal
600 P Street, Suite 400
Lincoln, NE 68508

The designated representative for the LEA for this Agreement is:

Jim Newton
Manager of Application Development

5. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of

any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

6. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
7. **Governing Law**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.
8. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof is stored, maintained or used in any way.
9. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
10. **Electronic Signature**: The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Oregon and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. They understand that they may also request revocation at any time of their electronic signature for any other reason in writing.

If either party would like a paper copy of this Agreement, they may request a copy from the other party.

11. **Multiple Counterparts:** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery and shall be effective for all purposes (it being agreed that PDF email shall have the same force and effect as an original signature for all purposes).

ARTICLE VII- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit E), be bound by the terms of this to any other school district who signs the acceptance in said Exhibit.

Rev. July 2019

Signature Page Follows

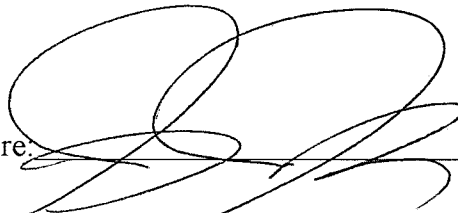
IN WITNESS WHEREOF, the parties have executed this Student Data Privacy Agreement as of the last day noted below.

BEAVERTON SCHOOL DISTRICT

Signature: James Alan Newton Date: November 8, 2019

Printed Name: James Alan Newton Title: Manager of Application Development

AGILE SPORTS TECHNOLOGIES, INC., DBA HUDL

Signature:  Date: 11/8/19

Printed Name: James Jacobs Title: Manager of Customer Success

EXHIBIT A

DESCRIPTION OF SERVICES

Hudl, an online tool to review game footage and improve team play, as described in its terms of use, end user license agreement and privacy policy.

EXHIBIT B

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system**
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	X
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	

Category of Data	Elements	Check if used by your system**
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
Category of Data	Other indicator information-Please specify:	
	Check if used by your system**	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	X
	Student app passwords	X
	Student Name	First and/or Last
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student work data - Please specify:	
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if used by your system**
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	

Category of Data	Elements	Check if used by your system**
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

**Such checked information is used by the system only if it is input by the LEA, student, or student's parent or guardian.

EXHIBIT C

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from Student Records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider’s specific steps to de-identify the data will depend on the circumstances but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, PII includes the categories of information listed in the definition of Student Data.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Student Records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, videos, test results, grades, evaluations, biometric information, disabilities, socioeconomic information, text messages, documents, video, student identifiers, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Oregon and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, Student Records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means an entity that is not the provider or LEA.

EXHIBIT D

DIRECTIVE FOR DISPOSITION OF DATA

Beaverton School District directs Name of Provider or leave blank to dispose of data obtained by Company pursuant to the terms of the Service Agreement between LEA and Company. The terms of the Disposition are set forth below:

1. Extent of Disposition

___ Put "X" or blank ___ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Insert categories of data here

___ Put "X" or blank ___ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

___ Put "X" or blank ___ Disposition shall be by destruction or deletion of data.

___ Put "X" or blank ___ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Insert or attach special instructions

3. Timing of Disposition

Data shall be disposed of by the following date:

___ Put "X" or blank ___ As soon as commercially practicable

___ Put "X" or blank ___ By Month DD, YYYY

4. Signature

Signature goes here

Authorized Representative of LEA

Month DD, YYYY
Date

5. Verification of Disposition of Data

Signature goes here

Authorized Representative of Company

Month DD, YYYY
Date


EXHIBIT E

GENERAL OFFER OF PRIVACY TERM

1. Offer of Terms.


Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. 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 Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (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 the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

AGILE SPORTS TECHNOLOGIES, INC., DBA HUDL

BY:  _____ Date: 11/8/19
Printed Name: James Jacobs Title/Position: Manager of Customer Success

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's individual information is contained on the next page. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY:  _____ Date: 12/7/21
Printed Name: Jeff Gibbs Title/Position: Director of Technology Services

SCHOOL DISTRICT NAME: Gresham-Barlow School District

DATE: 12/7/21

DESIGNATED REPRESENTATIVE OF LEA:

Name _____
Title _____
Address _____
Telephone Number _____
Email _____

COUNTY OF LEA: _____