ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by Nearpod 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.

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