

ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by Spotify USA Inc.
 (“Provider”) and West Contra Costa Unified School District (“LEA”) in

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, **unless legally prohibited**. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors, **that process Student Data**, agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE IV: DUTIES OF PROVIDER

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose 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) 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. 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 disposition. 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 **thirty (30) days** of receipt of said request.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, ~~Provider shall notify LEA in writing of its~~ **LEA shall have the** option to transfer data to a separate **school** account, pursuant to Article II, section 3, above. 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. **In the absence of instruction from the LEA, Provider shall dispose of Student Data one (1) year after last account access.**

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes, **or in de-identified or de-identified and aggregate form to improve its services or for internal analysis.**

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, as detailed in this section, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. 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 the applicable standards, as set forth in 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 be subject to criminal background checks in compliance with state and local ordinances.~~
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties ~~legally allowed~~ authorized to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors, ~~that process Student Data,~~ 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.
- h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than ~~semi~~ annually) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, ~~while in Provider's possession,~~ 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, ~~after confirmation that Student Data was impacted.~~ Provider shall follow the following process:

- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information, ~~to the extent known, and as it becomes available:~~
- c. At LEA's ~~discretion~~ request, the security breach notification ~~from the Provider to LEA~~ may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ~~ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.~~
- e. 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 provide LEA, upon request, with a ~~copy~~ summary of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA, ~~or unless legally prohibited.~~ If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall ~~notify the affected parent, legal guardian or eligible pupil of the unauthorized access provide such assistance,~~ which shall include the information listed in subsections (b) and (c), above. If requested by LEA, ~~in writing,~~ Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service. ~~To the extent any public notice or notification to parents, legal guardians or other third parties mentions Provider or LEA by name, Provider or LEA shall have the right to review and approve such communications.~~

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 | Spotify USA Inc. | | |
| By | <i>Michael Bell</i> | Date | 11/12/20 |
| Printed Name | Michael Bell | Position/Title | Sales Manager, US |

| | | | |
|------------------------|---|----------------|--------------------------|
| Local Education Agency | West Contra Costa Unified School District | | |
| By | <i>Tracey Logan</i> | Date | 11/12/2020 |
| Printed Name | Tracey Logan | Position/Title | chief technology officer |

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and West Contra Costa Unified and which is dated 11/12/20 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: Spotify USA Inc.

BY: Michael Bell

Date: 11/12/20

Printed Name: Michael Bell

Title/Position: Sales Manager, US

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: Del Mar Union School District

BY: Holly McClurg

Date: 1/31/22

Printed Name: Holly McClurg

Title/Position: Superintendent

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

Name: _____

Title: _____

Email Address: _____