

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**TX-NDPA v1r6**

**School District or LEA**

North East ISD

**and**  
Social Studies Success

**Provider**

The designated representative for the LEA for this DPA is:

Name: Joette Rios Title: Digital Learning Coordinator

Address: 9803 Broadway San Antonio, TX 78217

Phone: 210.356.8948 Email: jrios1@neisd.net

The designated representative for the Provider for this DPA is:

Name: Dawn Vinas Title: Owner  
Address: 31143 Russell Pt Dr Spring TX 77386  
Phone: 832-771-1064 Email: dawnmas@yahoo.com

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA:**

By: Christine Ramsey Date: 11/01/2023

Printed Name: Christine Ramsey Title/Position: Director for Instructional Tech

**Provider:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees 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. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits



**Exhibit "H"**, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute 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.
5. **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.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, 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.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

Handwritten signature or initials 'NA' in black ink, consisting of a stylized 'N' followed by a stylized 'A'.

**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.                          | <input type="checkbox"/>     |
|                                  | Other application technology meta data-Please specify:<br><i>NA</i>  | <input type="checkbox"/>     |
| Application Use Statistics       | Meta data on user interaction with application                       | <input type="checkbox"/>     |
| Assessment                       | Standardized test scores   | <input type="checkbox"/>     |
|                                  | Observation data   | <input type="checkbox"/>     |
|                                  | Other assessment data-Please specify:<br><i>NA</i>                   | <input type="checkbox"/>     |
| Attendance                       | Student school (daily) attendance data                               | <input type="checkbox"/>     |
|                                  | Student class attendance data  | <input type="checkbox"/>     |
| Communications                   | Online communications captured (emails, blog entries)                | <input type="checkbox"/>     |
| Conduct                          | Conduct or behavioral data   | <input type="checkbox"/>     |
| Demographics                     | Date of Birth  | <input type="checkbox"/>     |
|                                  | Place of Birth   | <input type="checkbox"/>     |
|                                  | Gender   | <input type="checkbox"/>     |
|                                  | Ethnicity or race  | <input type="checkbox"/>     |
|                                  | Language information (native, or primary language spoken by student) | <input type="checkbox"/>     |



| Category of Data                    | Elements   | Check if Used by Your System |
|-------------------------------------|--|------------------------------|
|                                     | Other demographic information-Please specify:          | <input type="checkbox"/>     |
| Enrollment                          | Student school enrollment                              | <input type="checkbox"/>     |
|                                     | Student grade level                                    | <input type="checkbox"/>     |
|                                     | Homeroom   | <input type="checkbox"/>     |
|                                     | Guidance counselor                                     | <input type="checkbox"/>     |
|                                     | Specific curriculum programs                           | <input type="checkbox"/>     |
|                                     | Year of graduation                                     | <input type="checkbox"/>     |
|                                     | Other enrollment information-Please specify:           | <input type="checkbox"/>     |
| Parent/Guardian Contact Information | Address  | <input type="checkbox"/>     |
|                                     | Email  | <input type="checkbox"/>     |
|                                     | Phone  | <input type="checkbox"/>     |
| Parent/Guardian ID                  | Parent ID number (created to link parents to students) | <input type="checkbox"/>     |
| Parent/Guardian Name                | First and/or Last                                      | <input type="checkbox"/>     |
| Schedule                            | Student scheduled courses                              | <input type="checkbox"/>     |
|                                     | Teacher names  | <input type="checkbox"/>     |
| Special Indicator                   | English language learner information                   | <input type="checkbox"/>     |
|                                     | Low income status                                      | <input type="checkbox"/>     |
|                                     | Medical alerts/ health data                            | <input type="checkbox"/>     |

| Category of Data            | Elements   | Check if Used by Your System |
|-----------------------------|--|------------------------------|
|                             | Student disability information   | <input type="checkbox"/>     |
|                             | Specialized education services (IEP or 504)  | <input type="checkbox"/>     |
|                             | Living situations (homeless/foster care)   | <input type="checkbox"/>     |
|                             | Other indicator information-Please specify:<br><i>N/A</i>  | <input type="checkbox"/>     |
| Student Contact Information | Address  | <input type="checkbox"/>     |
|                             | Email  | <input type="checkbox"/>     |
|                             | Phone  | <input type="checkbox"/>     |
| Student Identifiers         | Local (School district) ID number  | <input type="checkbox"/>     |
|                             | State ID number  | <input type="checkbox"/>     |
|                             | Provider/App assigned student ID number  | <input type="checkbox"/>     |
|                             | Student app username   | <input type="checkbox"/>     |
|                             | Student app passwords  | <input type="checkbox"/>     |
| Student Name                | First and/or Last  | <input type="checkbox"/>     |
| Student In App Performance  | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | <input type="checkbox"/>     |
| Student Program Membership  | Academic or extracurricular activities a student may belong to or participate in                                       | <input type="checkbox"/>     |
| Student Survey Responses    | Student responses to surveys or questionnaires   | <input type="checkbox"/>     |
| Student work                | Student generated content; writing, pictures, etc.   | <input type="checkbox"/>     |



| Category of Data | Elements  | Check if Used by Your System |
|------------------|---|------------------------------|
|                  | Other student work data -Please specify:  | <input type="checkbox"/>     |
| Transcript       | Student course grades   | <input type="checkbox"/>     |
|                  | Student course data   | <input type="checkbox"/>     |
|                  | Student course grades/ performance scores   | <input type="checkbox"/>     |
|                  | Other transcript data - Please specify:   | <input type="checkbox"/>     |
| Transportation   | Student bus assignment  | <input type="checkbox"/>     |
|                  | Student pick up and/or drop off location  | <input type="checkbox"/>     |
|                  | Student bus card ID number  | <input type="checkbox"/>     |
|                  | Other transportation data – Please specify:   | <input type="checkbox"/>     |
| Other            | Please list each additional data element used, stored, or collected by your application:<br><br>N/A                       | <input type="checkbox"/>     |
| None             | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | <input type="checkbox"/>     |

**EXHIBIT "C"****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**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 Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services 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 student content.

**School Official:** For the purposes of this DPA 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 Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.



**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, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local 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.

**Subprocessor:** For the purposes of this DPA, 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 service, and who has access to Student Data.

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

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[ \_\_\_\_\_ ]  
 Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[ \_\_\_\_\_ ]

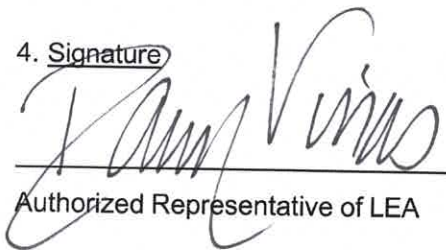
3. Schedule of Disposition

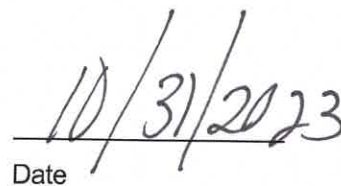
Data shall be disposed of by the following date:

As soon as commercially practicable.

By [ \_\_\_\_\_ ]

4. Signature

  
\_\_\_\_\_  
Authorized Representative of LEA

  
\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date

**EXHIBIT "E"****GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and \_\_\_\_\_ ("Originating LEA") which is dated, \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("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 Subscribing LEA may also agree to change the data provided by Subscribing 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 statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: \_\_\_\_\_

**[NAME OF PROVIDER]**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**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 for the term of the DPA between North East ISD and the [Provider]. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**Subscribing LEA:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT "F"****DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks**

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider .

## Cybersecurity Frameworks

|                          | <b>MAINTAINING ORGANIZATION/GROUP</b>  | <b>FRAMEWORK(S)</b>  |
|--------------------------|--|--|
| <input type="checkbox"/> | National Institute of Standards and Technology (NIST)                                | NIST Cybersecurity Framework Version 1.1   |
| <input type="checkbox"/> | National Institute of Standards and Technology (NIST)                                | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
| <input type="checkbox"/> | International Standards Organization (ISO)   | Information technology — Security techniques — Information security management systems (ISO 27000 series)                      |
| <input type="checkbox"/> | Secure Controls Framework Council, LLC   | Security Controls Framework (SCF)  |
| <input type="checkbox"/> | Center for Internet Security (CIS)   | CIS Critical Security Controls (CSC, CIS Top 20)   |
| <input type="checkbox"/> | Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S)) | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)   |

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here



**EXHIBIT "G"****Supplemental SDPC State Terms for Texas**

Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [NORTH EAST ISD ] (the "Local Education Agency" or "LEA") and [ ] (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

~~**Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.~~

**Consider Provider as School Official.** The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

5. **Modification to Article VII, Section 4 of the DPA.** Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

**Entire Agreement.** This DPA ~~and the Service Agreement~~ 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. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:
- a. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
  - b. Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;
  - c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
  - d. Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
7. **No Exhibit E without unaltered DPA including Texas Addendum.** Any alterations are only allowed in **Exhibit "H"**. Any terms under **Exhibit "H"** do not apply to **Exhibit "E"** and render **Exhibit "E"** null and void.

**EXHIBIT "H"**

**Additional Terms or Modifications**

**ARTICLE V: DATA PROVISIONS**

**Data Breach**

(6) In the event of a breach arising from Provider's intentional misconduct or negligence, Provider agrees to indemnify the LEA from and against any and all claims brought by a parent and/or student for damages from such a breach, to include any costs of defense to litigation.