Student Data Privacy Agreement (U.S. Educational Institutions)

This Student Data Privacy Agreement ("DPA") supplements the Terms of Use for the Service and is entered into on this 21st day of October , 2024, ("Effective Date") between Autodesk, Inc. ("Autodesk") and the educational institution that has signed this DPA (the "Educational Institution").

1. **DEFINITIONS.** For purposes of this DPA, the following terms have the meanings set forth below:

    "Administrative Contact" means the administrative contact for the Educational Institution identified below, or as updated by Educational Institution by written notice to Autodesk.

    "Breach" means the unlawful or unauthorized destruction, loss, alteration, disclosure, exfiltration of or access to PII or Student-Generated Content.

    "**Education SSO**" means Education Single Sign-on, which is available to schools approved by Autodesk to register their domain and configure Education Single Sign-on so that when Students sign-in to the Service using Autodesk's sign-in process, they will be directed to Educational Institution's sign-in process where they will enter their Educational Institution credentials (e.g., their user log-on information for Educational Institution).

    "**FERPA**" means the Family Educational Rights and Privacy Act, 20 U.S.C.§ 1232g, and its implementing regulations enacted at 34 C.F.R. Part 99.

    "**Personally Identifiable Information**" (**"PII"**) has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.

    "PPRA" means the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h

    "Service" means the products and services described on Exhibit A (and any future name Autodesk uses to refer to the products or services listed therein) that are made available under an education or educational license or subscription.

    "**School Official**" has the same meaning as under FERPA at 34C.F.R. § 99.31(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

    "**Student**" means a student enrolled at the Educational Institution using a Student Account.

    "Student Account" means an Autodesk Account for an individual designated as a "Student," or a student Education SSO Autodesk profile, which permits access to the Service for educational purposes.

    "Student-Generated Content" means materials created by a Student using the Service through a Student Account such as, for example, models, drawings and designs.

    "Subprocessor[s]" means a service provider of Autodesk, Inc. or its affiliates.

2. **RESPONSIBILITIES OF AUTODESK**

    2.1.   Autodesk agrees to comply with the requirements of all applicable federal laws, including FERPA, PPRA, and state laws, in providing the Service to the Educational Institution.

    2.2.   Autodesk agrees that to the extent that Educational Institution is subject to FERPA and provides Autodesk with Student PII in connection with the Service, Autodesk will be

considered a School Official with a legitimate educational interest.

2.3.   As between the parties, Autodesk acknowledges that the Educational Institution is the owner of Student PII and Student-Generated Content provided by the Educational Institution through the Service.

2.4.   Autodesk will collect, use, and otherwise process Student PII and Student- Generated Content provided by Educational Institution through the Service only as described in this DPA, the Terms of Use and the Autodesk Privacy Statement, including the Autodesk Children's Privacy Statement, available   at   https://www.autodesk.com/company/legal-notices-trademarks/privacy- statement/childrens-privacy-statement, which is incorporated into this DPA by reference. Autodesk will not (i) use Student PII or Student- Generated Content for any purposes not specified in this DPA, or not authorized by the parent/guardian or the Educational Institution, (ii) use Student PII or Student-Generated Content for advertising or marketing purposes, unless the parent or legal guardian, or the Educational Institution has provided consent for the purposes; (iii) use Student PII or Student-Generated Content to amass a profile about a Student for any commercial purposes other than providing the Service; (iv) sell Student PII or Student-Generated Content, or (v) disclose Student PII or Student-Generated Content, unless (a) permitted by law, (b) upon approval of the Educational Institution, (c) to Subprocessors, as set forth in Section 2.5, or (d) if Autodesk is compelled by law or regulations, as set forth in Section 4.11. Autodesk will not collect more PII than is reasonably necessary in order to provide the Service**.**

2.5.   To the extent that Autodesk transfers any Student PII or Student-Generated Content collected through the Service to Subprocessors, Autodesk agrees to have written agreements with said Subprocessors, so that data is processed in accordance with this DPA.

2.6.   Autodesk agrees that it will destroy Student PII or Student-Generated Content provided through the Service within its possession, custody, or control within ninety (90) days following the time that the Student Account is deleted. Notwithstanding the foregoing, Autodesk shall be permitted to retain an archival copy of the Student PII or Student-Generated Content as may be required by law or permitted by law.

2.7.   This Section 2.7 is only applicable to California residents. "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 *et seq.*,, as amended by the California Privacy Rights Act of 2020 and all implementing regulations. To the extent that Educational Institution provides Autodesk with "Personal Information" of California residents in connection with the Service, PII shall also include the "Personal Information" of such California residents, as that term is defined under CCPA at Cal. Civ. Code § 1798.140. Autodesk agrees that to the extent that Educational Institution provides Autodesk with Student PII from California residents in connection with the Service, Autodesk will handle all Student PII as a "service provider" (as defined under CCPA) to Educational Institution with respect to such Student PII.

3.   **RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

3.1.   Educational Institution shall comply with applicable privacy laws in using the Service, including without limitation, gathering and/or providing consent in accordance with applicable law prior to Students' use of the Service, if such consent is required.

3.2.   Educational Institution acknowledges that it is Educational Institution's sole responsibility to ensure that any Student PII it discloses to Autodesk or authorizes Autodesk to collect under this DPA is in compliance with all applicable laws and regulations, including but not limited to

FERPA and the Protection of Pupil Rights Amendment, set forth in 20 U.S.C. § 1232h.

3.3.   Educational Institution understands that Autodesk permits only Students who indicate that they are age 13 and older to use the Service in the United States. Educational Institution shall ensure that all Students that use the Service are age 13 or older. Educational Institution shall ensure that its Students access the Service through (a) Autodesk Education Community (or any successor Autodesk education platform), register as a student, and provide accurate registration information or (b) through Education SSO.

4. DATA SECURITY

4.1.   Autodesk agrees to protect and maintain Student PII and Student-Generated Content with commercially reasonable security measures that include appropriate administrative, physical, and technical safeguards to secure Student PII and Student-Generated Content from unauthorized access, disclosure, and use.

4.2.   Autodesk agrees to use best practices to secure usernames, passwords, and any other means of gaining access to the Service or Student PII or Student-Generated Content.

4.3.   When the Service is accessed using a supported web browser, Autodesk agrees to use Hyper Text Transfer Secure (HTTPS) technology, which uses both server authentication and data encryption to help keep Student PII and Student-Generated Content secure.

4.4.   Autodesk agrees to maintain security protocols that meet industry best practices in the transfer or transmission of data related to the Service, including that data may only be viewed or accessed by parties authorized to do so.

4.5.   Autodesk agrees to provide periodic security training to employees who process Student PII and Student-Generated Content, and require such employees to comply with applicable student privacy laws.

4.6.   Autodesk agrees to conduct periodic risk assessments of the Service.

4.7.   When hosting Student PII and Student-Generated Content, Autodesk agrees to host data in an environment using a firewall that is periodically updated according to industry standards.

4.8.   Access, edit, and deletion of Student PII and Student-Generated Content subject to this DPA, is in most cases available as a self-service feature through the Service. If Educational Institution cannot self-delete Student PII and Student Generated Content, it will contact Autodesk for assistance. If a legal guardian or Student would like to access, edit, delete, or exercise any other right under applicable law with respect to any Student PII or Student-Generated Content subject to this DPA, to the extent not available through the Service, they must route such requests to the Educational Institution. Administrative Contact can make such requests to Autodesk on behalf of Educational Institution, legal guardian, or Student by providing Autodesk with the Student's name and email address for the applicable Student Account. Educational Institution shall verify the identity of the Student, including Student's enrollment at Educational Institution, and the legal guardian.

4.9.   Download of Student-Generated Content is available as a self-service feature through the Service.

4.10.   In the event of a verified Breach arising from Autodesk's provision of the Service, Autodesk shall notify the Educational Institution in compliance with applicable law as related to the Breach. Actions following a Breach may also include a summary of remediation actions, depending on incident type.

4.11.   If Autodesk becomes compelled by law or regulation (including securities laws), subpoena, court order, or other administrative directive to disclose any Student PII or Student-Generated Content, Autodesk will provide Educational Institution with prompt written notice, to the extent permitted by law, that Educational Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Educational Institution is not obtained by the date that Autodesk must comply with the request, Autodesk will furnish only that portion of the Student PII and Student-Generated Content that it is legally required to furnish, and Autodesk shall take reasonable steps to require the recipient of the Student PII or Student- Generated Content to exercise commercially reasonable efforts to keep the Student PII or Student-Generated Content confidential, to the extent permitted by law.

5.   MISCELLANEOUS

5.1.   **Term**. The term of this DPA shall commence on the Effective Date and expire five (5) years thereafter, unless terminated earlier in accordance with the terms of this DPA.

5.2.   **Termination**.

a.   Either party may terminate this DPA upon ninety (90) days prior written notice to the other party.

b.   Prior to any termination or expiration of the DPA, Educational Institution shall instruct Students to delete any Student PII and Student-Generated Content provided by Educational Institution pursuant to this DPA that is required to be deleted under applicable law or the Educational Institution's policies and ensure such deletions are made. If Educational Institution or Students cannot delete Student PII or Student Generated Content, they will reach out to Autodesk for assistance.

5.3.   **Notice**. All notices or other communication required or permitted to be given hereunder will be in writing and given by e-mail transmission sent to/from student.dpa@autodesk.com. Notifications to Educational Institution shall be provided via email to the Administrative Contact.

5.4.   **Entire Agreement**. This DPA and the Terms of Use for the Service 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. If Educational Institution and Autodesk have an existing Student Data Privacy Agreement for any Service ("Existing Agreement"), that Existing Agreement shall be terminated and replaced with this DPA, as of the Effective Date. 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. Neither party shall assign this DPA or any right, interest, or benefit under this DPA, without the prior written consent of the other party, provided that Autodesk may, without prior consent, assign or transfer this DPA to an affiliate or in connection with a merger, change of control, reorganization or sale or other disposition of the Service or assets related to the Service.

5.5. **Priority of Agreements:** In the event there is conflict between the terms of this DPA and the Terms of Use for the Service, the terms of this DPA shall apply and take precedence.

5.6. **Severability**. If and to the extent any provision of this DPA is held unenforceable under applicable law, (a) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in this DPA, and (b) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

5.7. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. NOTWITHSTANDING THE FOREGOING, IF THE LAWS OF THE U.S. STATE IN WHICH THE EDUCATIONAL INSTITUTION IS LOCATED REQUIRE SUCH STATE'S LAW TO GOVERN THIS DPA, THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH U.S. STATE. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN SAN FRANCISCO COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY, UNLESS SUCH CONSENT IS EXPRESSLY PROHIBITED BY THE LAWS OF THE U.S. STATE IN WHICH EDUCATIONAL INSTITUTION IS LOCATED.

5.8. **Electronic Signature.** The parties agree that this DPA may be executed with an electronic signature (such as scanned signature, signature by facsimile, or other means of secure electronic authorization). The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. This DPA may be executed in one or more counterparts, either by electronic or inked signature, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

This DPA must be signed by an authorized representative of Educational Institution and delivered to Autodesk at student.dpa@autodesk.com.

Name of Educational Institution: Snoqualmie Valley School District

Authorized Signature: Justin Talmadge (Oct 23, 2024 14:52 PDT)

Name and Title of Signatory: Justin Talmadge, Director of Technology

Administrative Contact Name: Sam Pedersen

Administrative Contact Phone: 425-831-3876

Administrative Contact Email Address: pedersens@svsd410.org

Educational Institution Address: 8001 Silva Ave SE, Snoqualmie, WA 98065

Autodesk, Inc.

By: *[signature]*

Name: Cloude Porteus

Title: Director, Student Community

Exhibit A

1. Autodesk AutoCAD is computer-aided design (CAD) software for 2D and 3D drafting, design, and modeling.

2. Autodesk Fusion is an integrated cloud CAD, CAM, CAE, and PCB software platform for product development, design and manufacturing.

3. Autodesk Inventor is three-dimensional computer-aided design software for product design, engineering, and simulation.

4. Autodesk Revit is a building information modeling (BIM) software used to design, document, visualize, and deliver architecture, engineering, and construction projects.