EXHIBIT A: DATA SHARING AND CONFIDENTIALITY AGREEMENT

Including
Washington-Sarataoga-Warren-Hamilton-Essex BOCES Bill of Rights for Data Security and Privacy
and
Supplemental Information about a Master Agreement between
Washington-Saratoga-Warren-Hamilton-Essex BOCES and EDpuzzle, Inc.

1. Purpose

(a) **Washington-Saratoga-Warren-Hamilton-Essex BOCES, and on behalf of its subscribed school districts (see Exhibit B)** (hereinafter "District") and **EDpuzzle, Inc.** (hereinafter "Vendor") are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as "Section 2-d") from the District for purposes of providing certain products or services to the District (Vendor's "Terms of Service" and "Privacy Policy", hereinafter the "Master Agreement").

(b) This Exhibit supplements the Master Agreement to which it is attached, to ensure that the Master Agreement conforms to the requirements of Section 2-d. This Exhibit consists of a Data Sharing and Confidentiality Agreement, a copy of the District's Bill of Rights for Data Security and Privacy signed by Vendor, and the Supplemental Information about the Master Agreement between **Washington-Saratoga-Warren-Hamilton-Essex BOCES and its subscribed school districts (see Exhibit B)** and **EDpuzzle, Inc.** that the District is required by Section 2-d to post on its website.

(c) In consideration of the mutual promises set forth in the Master Agreement, Vendor agrees that it will comply with all terms set forth in the Master Agreement and this Exhibit. To the extent that any terms contained in the Master Agreement, or any terms contained in any other Exhibit(s) attached to and made a part of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, "TOS") that would otherwise be applicable to its customers or users of the products or services that are the subject of the Master Agreement between the District and Vendor, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Master Agreement, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. **Definitions**

As used in this Exhibit:

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Master Agreement.

(b) “Teacher or Principal Data” means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Master Agreement.

(c) “Protected Data” means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the District by Vendor pursuant to the Master Agreement.

(d) “NIST Cybersecurity Framework” means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

3. **Confidentiality of Protected Data**

(a) Vendor acknowledges that the Protected Data it receives pursuant to the Master Agreement originates from the District and that this Protected Data belongs to and is owned by the District.

(b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and the District’s policy on data security and privacy. The District will provide Vendor with a copy of its policy on data security and privacy upon request.

4. **Data Security and Privacy Plan**

As more fully described herein, throughout the term of the Master Agreement, Vendor will have a Data Security and Privacy Plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from the District.

Vendor’s Plan for protecting the District’s Protected Data includes, but is not limited to, its agreement to comply with the terms of the District’s Bill of Rights for Data Security and Privacy, a copy of which is set forth below and has been signed by the Vendor.

Additional components of Vendor's Data Security and Privacy Plan for protection of the District's Protected Data throughout the term of the Master Agreement are as follows:

(a) Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Master Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District's data security and privacy policy.

(b) Vendor will have specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Master Agreement.

(c) Vendor will comply with all obligations contained within the section set forth in this Exhibit below entitled "Supplemental Information about a Master Agreement between **Washington-Saratoga-Warren-Hamilton-Essex BOCES** and **EDpuzzle, Inc.**" Vendor's obligations described within this section include, but are not limited to:

i. its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging data protection obligations consistent with those imposed on Vendor by state and federal law and the Master Agreement, and
ii. its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Master Agreement.

(d) Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers, employees or assignees who will have access to Protected Data, prior to their receiving access.

(e) Vendor will manage data security and privacy incidents that implicate Protected Data and will develop and implement plans to identify breaches and unauthorized disclosures. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. **Notification of Breach and Unauthorized Release**

(a) Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, **but no more than seven (7) calendar days** after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to the District by contacting **Dr. Turina Parker, Executive Director for Educational and Support Programs** directly by email at **tuparker@wswheboces.org** or by calling **518-581-3717**

(c) Vendor will cooperate with the District and provide as much information as possible directly to **Dr. Turina Parker** or his/her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, the District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor agrees not to provide this notification to the CPO directly unless requested by the District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by the District, Vendor will promptly inform **Dr. Turina Parker** or his/her designee.

6. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations under Section 2-d with respect to any Protected Data received from the District, and that any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Master Agreement and the terms of this Data Sharing and Confidentiality Agreement:

(a) To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e*., they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Master Agreement.

(b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Master Agreement to which this Exhibit is attached.

(c) To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Master Agreement, unless:

(i) the parent or eligible student has provided prior written consent; or

(ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.

(e) To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

(f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(g) To comply with the District's policy on data security and privacy, Section 2-d and Part 121.

(h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so. Notwithstanding the foregoing, teachers using the service may receive commercial communications if express consent is given to that end.

(i) To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Master Agreement and this Exhibit.

(j) To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.

(k) To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

Washington-Saratoga-Warren-Hamilton-Essex BOCES
Bill of Rights for Data Security and Privacy

The **Washington-Saratoga-Warren-Hamilton-Essex BOCES** is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:

Parents and eligible students[1] can expect the following:

1. A student's personally identifiable (PII)[2] information cannot be sold or released for any commercial purposes.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.

3. State and federal laws,[3] such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of personally identifiable information PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.

4. A complete list of all student data elements collected by NYSED is available for public review at www.nysed.gov/data-privacy-security, and by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed.
   - Contact WSWHE BOCES Data Protection Officer: **Dr. Turina Parker,** Executive Director of Student Support Services by email: tuparker@wswheboces.org, or by phone: 518-581-3717. Complaints should be submitted in writing using the district form that is available on the BOCES website and in the BOCES offices.
   - Complaints may also be submitted to NYSED online at www.nysed.gov/data-privacy-security, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, by email to privacy@nysed.gov, or by telephone at 518-474-0937.

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[1] "Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

[2] "Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-c of this chapter.

[3] Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data

Washington-Saratoga-Warren-Hamilton-Essex BOCES
Bill of Rights for Data Privacy & Security, continued

6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

7. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.

8. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

BY THE VENDOR:

JORDI GONZALEZ
Name (Print)

Jordi Gonzalez
Signature

PRODUCT MANAGER, CO-FOUNDER
Title

11 / 13 / 2020
Date

EXHIBIT A (CONTINUED)

Supplemental Information about a Master Agreement between

Washington-Saratoga-Warren-Hamilton-Essex BOCES and EDPuzzle, Inc.

Washington-Saratoga-Warren-Hamilton-Essex BOCES and its subscribed school districts (see Exhibit B) has entered into a Master Agreement with **EDpuzzle, Inc.,** which governs the availability to the District of the following products or services:

Edpuzzle software, and/or apps, and/or technology tools, and/or web-services

Pursuant to the Master Agreement (which includes a Data Sharing and Confidentiality Agreement), the District may provide to Vendor, and Vendor will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law ("Protected Data").

Exclusive Purposes for which Protected Data will be Used: The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the District with the functionality of the products or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.

Oversight of Subcontractors: In the event that Vendor engages subcontractors or other authorized persons or entities to perform one or more of its obligations under the Master Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized persons or entities to whom it will disclose the Protected Data to execute legally binding agreements acknowledging their obligation to comply with applicable data protection, privacy and security requirements consistent with those required of Vendor under the Master Agreement and applicable state and federal law and regulations, including but not limited to Section 2-d of the New York Education Law.

Duration of Agreement and Protected Data Upon Termination or Expiration:

- The Master Agreement commences on the date of signature hereof and expires upon completion of the services, as outlined in Vendor's attached Data Privacy and Security Plan
- Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, Vendor will, upon written request by District, securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the District, Vendor will assist the District in exporting, to the extent feasible, all Protected Data previously received back to the District for its own use, prior to deletion, in such formats as may be requested by the District.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will, upon written request, cooperate with the District as necessary to transition Protected Data to the successor Vendor prior to deletion.

- Vendor may use De-identified data for purposes of research, improvement of Vendor's product or services, and/or development of new products and services. In no event shall Vendor or any of its subcontractors or assignees re-identify or try to re-identify any De-identified data, or use De-identified data in combination with other data elements possessed by Vendor or any third-party affiliate, posing risk of re-identification.

- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data,on any storage medium whatsoever, except for backups of data that are part of Vendor's disaster recovery storage system. Upon request, Vendor will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by the District to Vendor, by contacting the District regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data that Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. Notwithstanding the foregoing, user-generated content (which may or may not include Protected Data) may be temporarily copied and stored in other countries in order for Vendor to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. The measures that Vendor (and, if applicable, its subcontractors) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (and, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology that complies with Section 2-d of the New York Education Law.

Exhibit B

School Districts Subscribed to the Washington-Saratoga-Warren-Hamilton-Essex BOCES Data Privacy & Security and/or Educational Technology and/or School Library Systems Cooperative Service Agreement(s)

Component School Districts

Argyle Central School
Ballston Spa Central School
Bolton Central School
Cambridge Central School
Corinth Central School
Fort Ann Central School
Fort Edward Union Free School
Galway Central School
Glens Falls City School
Glens Falls Common District
Granville Central School
Greenwich Central School
Hadley-Luzerne Central School
Hartford Central School
Hudson Falls Central School
Indian Lake Central School
Johnsburg Central School
Lake George Central School
Mechanicville City School
Minerva Central School
Newcomb Central School
North Warren Central School
Queensbury Union Free School
Salem Central School
Saratoga Springs City Schools
Schuylerville Central School
South Glens Falls Central School
Stillwater Central School
Warrensburg Central School
Waterford-Halfmoon Union Free School
Whitehall Central School

Other Subscribing School Districts

Beekmantown Central School District
Bethlehem Central School District
Broadalbin Central School District
Deposit Central School District
Fort Plain Central School District
Greater Amsterdam School District
Johnstown Central School District
NorthEast Clinton Central School District
Ravena Coeymans Selkirk School District
Rensselaer City School District
Shenendehowa Central School District
Voorheesville Central School District

Exhibit C

Vendor's Data Privacy and Security Plan

EDpuzzle, Inc.
833 Market St. (Suite 427)
San Francisco, CA 94103
privacy@edpuzzle.com

DATA PRIVACY AND SECURITY PLAN FOR EDPUZZLE AND SUPPLEMENTAL INFORMATION

The technical and organizational measures provided in this Data Privacy and Security Plan and Supplemental Information (hereinafter, "DPSP") apply to EDpuzzle, Inc. (hereinafter, "Edpuzzle") in the processing of Personally Identifiable Information ("PII") that is the subject matter of the Agreement entered into with Washington-Saratoga-Warren-Hamilton-Essex BOCES ("District") on 11 / 13 / 2020 (the "Agreement"), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

(a) New York State Education Law §2-D.
(b) Family Educational Rights and Privacy Act of 1974 ("FERPA").
(c) Children's Online Privacy Protection Act ("COPPA").
(d) Children's Internet Protection Act ("CIPA").
(e) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

2. DATA PROTECTION

2.1. Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes:

a) to create the necessary accounts to use the Service (student accounts);
b) to provide teachers with analytics on student progress;
c) to send teachers email updates, if applicable;
d) to help teachers connect with other teachers from the same school or district;
e) to assess the quality of the Service;
f) to secure and safeguard personal information of other data subjects;
g) to comply with all applicable laws on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses.

2.2. Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized

person") shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

2.3. During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

2.4. Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

2.5. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

3. DATA SECURITY

3.1. Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

– Pseudonymisation and encryption of PII.
– Password protection.
– Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
– Restore the availability and access to personal data in a timely manner in the event of a technical incident.
– Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

3.2. In the event that PII is no longer needed for the specific purpose for which it was provided, including any copies of the personal data that may reside in system backups, temporary files, or other storage media, it shall be destroyed as per best practices for data destruction or returned to District using commercially reasonable care, security procedures and practices.

3.3. Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall:

(a) promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

(b) Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Ppal. 2-B, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's Privacy Policy.

4. COOPERATION AND INDIVIDUALS' RIGHTS

4.1. To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

(1) any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and
(2) any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

4.2. In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact District directly.

4.3. Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

5. THIRD-PARTY SERVICE PROVIDERS

5.1. Edpuzzle assesses the privacy and security policies and practices of third-party service providers. To that effect, Edpuzzle hereby declares to have agreements in place with such service providers to ensure that they are capable of complying with Edpuzzle's Privacy Policies and thus comply with industry standards on data protection.

5.2. Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs.

5.3. Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's Privacy Policy.

5.4. In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

6. DATA STORAGE

6.1. The data is stored in externalized databases that are currently being provided by MongoDB Atlas (security compliance information), and simultaneously hosted on Amazon Web Services (security and compliance information) in North Virginia (United States).

6.2. User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA

7.1. The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity.

7.2. The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSPS, unless prohibited from deletion or required to be retained under state or federal law.

7.3. Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the company; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or

backups. In case such copies and/or backups are used by Edpuzzle to repopulate accessible data following a disaster recovery, the District shall be entitled to demand from the company the immediate deletion of said copies and/or backups, by sending a written request at privacy@edpuzzle.com.

8. EDPUZZLE'S TERMS OF SERVICE AND PRIVACY POLICY

For all aspects not envisaged in this Data Security and Privacy Plan, Edpuzzle shall subject student data processing to its own Terms of Service and Privacy Policy, to the extent such documents do not contravene the Agreement by any means, in which case the provisions foreseen in the Agreement shall prevail.