Renaissance

State Specific Data Protection Addenda

Capitalized words used in this State Specific Data Protection Addendum but not defined herein shall have the meanings given to them in the Data Protection Addendum or as defined in the Terms of Service.

California

With respect to Pupil Records (as defined in Cal. Educ. Code § 49073.1) that Renaissance Processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. Pupil Records that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
2. Renaissance shall limit its use of Pupil Records to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Procedures for the review and correction of Pupil Records shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of Pupil Records as specified in the Data Protection Addendum.
5. Procedures for notification in the event of unauthorized disclosure of Pupil Records shall be in accordance with the terms of the Data Protection Addendum.
6. Renaissance certifies that retention of Pupil Records shall be limited in accordance with the terms of the Data Protection Addendum.
7. Renaissance and Customer access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Renaissance shall not use Personally Identifiable Information in Pupil Records to engage in targeted advertising.

With respect to Personal Information (as defined in the California Consumer Privacy Act, as amended by the California Privacy Rights Act (the "CCPA")) that is subject to the CCPA that Renaissance Processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. The Parties acknowledge and agree that, to the extent Customer discloses any Personal Information to Renaissance, it does so for the limited and specific purpose of providing the Products to Customer. Accordingly, Renaissance shall Process Personal Information only as necessary to provide the Products, as required for the operation of the business of Customer, and to perform Renaissance's other obligations under the Terms of Service or the Data Protection Addendum.
2. Renaissance shall comply with all obligations under the CCPA applicable to service providers (as defined in the CCPA) and provide the same level of privacy protection to any Personal Information as provided under the CCPA.
3. Renaissance shall not (a) sell or share any Personal Information (including as "sale" and "share" are defined under the CCPA); (b) retain, use, or disclose any Personal Information for any purpose other than (i) to provide the Products to Customer, (ii) for a commercial purpose other than providing the Products, or (iii) as otherwise permitted under the CCPA or under the Terms of Service or the Data Protection Addendum; or (c) combine Personal Information with any other personal information that Renaissance obtained outside of the provision of the Products to Customer. For the avoidance of doubt, the foregoing prohibits Renaissance from retaining, using, or disclosing Personal Information outside of the direct business relationship between Renaissance and Customer except as otherwise permitted under the CCPA or under the Terms of Service or the Data Protection Addendum.
4. Renaissance shall notify Customer of any new Sub-processors it engages prior to such engagement in accordance with the Data Protection Addendum.
5. If Renaissance makes a determination that it can no longer meet its obligations under this Section or the CCPA, it shall notify Customer promptly but in no event later than five (5) business days after Renaissance makes such a determination. Renaissance acknowledges and agrees that Customer has the right to: (i) take reasonable and appropriate steps to help to ensure that Renaissance uses Personal Information in a manner consistent with Customer's CCPA obligations, and (ii) upon notice, take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

Colorado

With respect to Student Personally Identifiable Information (as defined in Colo. Rev. Stat. Ann. § 22-16-103) that Renaissance Processes on behalf of a Customer in Colorado, the following provisions shall apply to the extent required by applicable law:

1. Renaissance shall comply in all material respects with the requirements of Colo. Rev. Stat. § 22-16-108 with regard to the provision of clear information regarding collection, use, and disclosure of Student Personally Identifiable Information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
2. Renaissance shall comply in all material respects with Colo. Rev. Stat. § 22-16-109 with regard to the collection, use, and disclosure of Student Personally Identifiable Information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Renaissance shall comply in all material respects with the requirements of Colo. Rev. Stat. § 22-16-110 with regard to data security and retention of Student Personally identifiable information, as specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.

Connecticut

With respect to Student Information, Student Records, and Student-generated Content (as those terms are defined in Conn. Gen. Stat. § 10-234aa) (collectively, "CT Student Data") that Renaissance Processes on behalf of a Customer in Connecticut, the following provisions shall apply to the extent required by applicable law:

1. CT Student Data that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
2. Renaissance retention of CT Student Data shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
3. Renaissance shall limit its use of CT Student Data to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Procedures for the review and correction of CT Student Data shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
5. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of CT Student Data as specified in the Data Protection Addendum.
6. Procedures for notification in the event of unauthorized disclosure of CT Student Data shall be in accordance with the terms of the Data Protection Addendum.
7. Renaissance and Customer access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Laws of the state of Connecticut shall govern rights and duties with regard to CT Student Data, as specified in the Terms of Service.
9. In the event that any provision or the application of the Terms of Service or Data Protection Addendum is held invalid by a court of competent jurisdiction, severability of terms shall be in accordance with the Terms of Service.

District of Columbia

With respect to Personally Identifiable Student Information (as defined in D.C. Code § 38-831.01(14)) that Renaissance Processes on behalf of a Customer in the District of Columbia, the following provisions shall apply to the extent required by applicable law:

1. Procedures for notification in the event of unauthorized disclosure of Personally Identifiable Student Information shall be in accordance with the terms of the Data Protection Addendum.
2. Personally Identifiable Student Information that Renaissance Processes on behalf of Customer are Customer Data and under the control of Customer.
3. Retention of Personally Identifiable Student Information shall be limited in accordance with the terms of the Data Protection Addendum.

Idaho

With respect to Student Data (as defined in Idaho Code Ann. § 33-133) that Renaissance processes on behalf of a Customer in Idaho, the following provisions shall apply to the extent required by applicable law:

1. Renaissance is permitted to use Deidentified Data, which may include aggregated data, as disclosed in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

2. Renaissance is permitted to use Student Data for secondary uses with consent of a student's parent or guardian and as disclosed in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.

3. Renaissance shall not use (including for marketing or advertising purposes) or sell Student Data except as specified in the Data Protection Addendum or with express prior parental consent.

Illinois

With respect to Covered Information (as defined in 105 Ill. Comp. Stat. Ann § 85/5) that Renaissance Processes on behalf of a Customer in Illinois, the following provisions shall apply to the extent required by applicable law:

1. The types of Covered Information for which Renaissance may Process on behalf of Customer under the Terms of Service shall be specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. The Services provided to Customer by Renaissance shall be specified in the Terms of Service.
3. Renaissance and Customer access to and use and disclosure of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to FERPA, in accordance with the terms of the Data Protection Addendum.
4. Procedures in the event of a security breach shall be in accordance with the terms of the Data Protection Addendum; provided that, if the security breach is attributed to Renaissance, any costs and expenses incurred by the Customer in investigating and remediating the breach will be allocated between Renaissance and the Customer.
5. Renaissance retention of Covered Information shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
6. Renaissance agrees that Customer may publish a copy of the Terms of Service and Data Protection Addendum on its website and/or make the written agreement available for inspection by the general public at its administrative office, as applicable.

New York

With respect to personally identifiable information (as defined in N.Y. Comp. Codes R. & Regs. tit. 8, § 121.3(m)) ("NY PII") that Renaissance Processes on behalf of a Customer in New York, the following provisions shall apply to the extent required by applicable law:

1. Renaissance certifies that its technologies, safeguards and practices align with the NIST Cybersecurity Framework.
2. Renaissance shall comply in all material respects with Customer's data security and privacy policy and applicable state and federal laws.
3. Renaissance shall limit access to NY PII it Processes on behalf of Customer in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
4. Renaissance shall limit its use of NY PII to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy.
5. Renaissance shall not disclose NY PII except in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.
6. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of NY PII as specified in the Data Protection Addendum.
7. Renaissance shall use encryption to protect electronic NY PII in transit or in storage.
8. Renaissance shall not sell NY PII and shall limit its use and disclosure of NY PII in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy.

9. Data Security and Privacy Plan
   a. Renaissance will implement applicable data security and privacy requirements as specified in the Data Protection Addendum.
   b. Renaissance shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of NY PII as specified in the Data Protection Addendum.
   c. Customer's parent's bill of rights is incorporated as part of this Agreement as Exhibit E, and Renaissance shall comply in all material respects with its terms.
   d. Renaissance shall train its officers and employees on applicable laws prior to granting access to Authorized User data as specified in the Data Protection Addendum.
   e. Renaissance shall ensure NY PII shared with Sub-processors is protected, managing breaches and unauthorized disclosure as specified in the Data Protection Addendum.
   f. Renaissance shall manage data security and privacy incidents as specified in the Data Protection Addendum. Procedures for notification in the event of breaches and unauthorized disclosures shall be in accordance with the terms of the Data Protection Addendum.
   g. Renaissance retention of NY PII shall be limited in accordance with the Data Protection Addendum.

Utah

With respect to Student Data (as defined in Utah Code Ann. § 53E-9-301(17)) that Renaissance Processes on behalf of a Customer in Utah, the following provisions shall apply to the extent required by applicable law:

1. Renaissance shall limit its collection, use, storage, and sharing of Student Data to those purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. Processing of Student Data by Sub-processors shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
3. Renaissance retention of Student Data shall be limited in accordance with the terms of the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
4. Renaissance shall not use Student Data for purposes other than those specified in the Terms of Service and Data Protection Addendum and except as permitted by Utah Code Ann. § 53E-9-309(4) or as requested by the Customer.
5. Renaissance agrees that, at Customer's request, Customer or Customer's designee may conduct an audit of Renaissance, in accordance with reasonable and mutually agreed-upon procedures, to verify compliance with the Terms of Service and Data Processing Agreement to the extent required by Utah Code Ann. § 53E-9-309.

Virginia

With respect to Student Personal Information (as defined in Va. Code Ann. § 22.1-289.01) that Renaissance Processes on behalf of a Customer in Virginia, the following provisions shall apply to the extent required by applicable law:

1. The types of Student Personal Information for which Renaissance may Process on behalf of Customer shall be specified in the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
2. Privacy of Student Personal Information Processed by Renaissance on behalf of Customer shall be subject to the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable, and notification of material changes shall be in accordance with the Data Protection Addendum.
3. Renaissance shall maintain reasonable measures to ensure the security, privacy, confidentiality, and integrity of Student Personal Information as specified in the Data Protection Addendum.
4. Procedures for access to and the review and correction of Student Personal Information shall be in accordance with the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
5. Renaissance shall not collect, maintain, use, or share Student Personal Information except for purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, except with consent of the Customer or student's parent or legal guardian, as applicable.

6. Renaissance shall require that its Sub-processors of Student Personal Information on behalf of Customer comply with Renaissance's policies and security measures in accordance with the Data Protection Addendum.
7. Renaissance retention of Student Personal Information shall be limited in accordance with the terms of the Data Protection Addendum and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
8. Renaissance shall not use Student Personal Information to engage in targeted advertising to students.
9. Renaissance shall not use Student Personal Information to create a personal profile of a student, except for the purposes specified in the Terms of Service, Data Protection Addendum, and Notice of Renaissance's Practices Relating to Children's Online Privacy, as applicable.
10. Renaissance shall not knowingly sell Student Personal Information except to the extent that Renaissance is sold to or acquired by a successor entity that purchases, merges with, or otherwise acquires Renaissance.

<u>Exhibit E</u>

New York Parent's Bill of Rights

(Customer to Attach)