MASSACHUSETTS STUDENT DATA PRIVACY AGREEMENT
VERSION (2018)

Cambridge Public Schools

and

EDpuzzle, Inc.

January 2, 2018
This Massachusetts Student Data Privacy Agreement ("DPA") is entered into by and between the school district, Cambridge Public Schools (hereinafter referred to as "LEA") and EDpuzzle, Inc. (hereinafter referred to as "Provider") on January, 2018. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed or will agree to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

WHEREAS, the Provider, by signing this Agreement, agrees to allow the LEA to offer school districts in Massachusetts the opportunity to accept and enjoy the benefits of the DPA for the Services described, without the need to negotiate terms in a separate DPA; and

WHEREAS, in order to provide the Services described in Article I and Appendix A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 et. seq.; and

WHEREAS, the documents and data transferred from Massachusetts LEAs and created by the Provider’s Services are also subject to several Massachusetts student privacy laws, including Massachusetts student record regulations, 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit “C”) transmitted to Provider from the LEA pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described in Exhibit “A”.
3. **Student Data to Be Provided.** In order to perform the Services described in this Article and Exhibit "A", LEA shall provide the categories of data described in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. The Provider will cooperate and provide Student Data within ten (10) calendar days at the LEA’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall cooperate and respond within ten (10) calendar days to the LEA’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account, unless such action proves to be impossible or involves a disproportionate effort for Provider.

4. **Third Party Request.** Should a Third Party, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA and shall cooperate with the LEA to collect the required information. Provider shall notify the LEA in advance of a
compelled disclosure to a Third Party, unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof, without the express written consent of the LEA or without a court order or lawfully issued subpoena. 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. Without prejudice to the foregoing, contracting subprocessors for supporting Provider’s business shall not be subject to the District’s written consent. Provider shall, nevertheless, prior to contracting with said subprocessors, assess subprocessors' practices and policies in order to ensure compliance with Contractor’s own practices and policies.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in this DPA.

6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors commit to secure and protect Personally Identifiable Data in a manner consistent with the terms of this DPA.

**ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With Laws.** LEA shall provide data for the purposes of the DPA in compliance with the FERPA, PPRA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H, and the other privacy statutes quoted in this DPA. LEA shall ensure that its annual notice under FERPA includes vendors, such as the Provider, as “School Officials.”

2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

**ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all Massachusetts and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, 603 C.M.R. 23.00 and Massachusetts General Law, Chapter 71, Sections 34D to 34H.

2. **Authorized Use.** Student Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof,
including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA, unless (a) it fits into the de-identified information exception in Article IV, Section 4, (b) re-disclosure is made to subprocessors contracted by the Provider for supporting Provider’s business in accordance with Article II, Sections 4 and 6, or (c) there is a court order or lawfully issued subpoena for the information.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.

4. **No Disclosure.** De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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. Transfer of de-identified Student Data shall not be subject to the aforementioned restrictions when transfer is made to subprocessors contracted by Provider to support Provider’s business and only to that extent. Provider shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA. 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.

5. **Disposition of Data.** Provider shall dispose or delete all personally identifiable data obtained under the DPA when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA’s designee within sixty (60) calendar days of the date of termination and according to a schedule and procedure the Parties may reasonably agree. The LEA will have the ability to download results and grades obtained by students in their assignments (i.e., student gradebooks) at any point prior to deletion. Return or transfer of data, other than the results and grades obtained by students in their assignments, to LEA shall not apply if proven to be impossible or to involve a disproportionate effort for Provider. In such events, and upon written request by LEA, Provider shall proceed to deletion of personally identifiable data in a manner consistent with the terms of this DPA, unless prohibited from deletion or required to be retained under state or federal law. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Nevertheless, Provider may keep copies and/or backups of personally identifiable information as part of its disaster recovery storage system, provided personally identifiable data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by Provider; 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 Provider to repopulate accessible data following a disaster recovery, the Provider will provide fifteen (15) days’ notice to the LEA and the LEA shall be entitled to demand from Provider the immediate deletion of said copies and/or backups, by sending a written request by either regular
or electronic mail at privacy@edpuzzle.com. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider agrees, upon written request by LEA, to provide documentation of data destruction to LEA. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Deletion of Student Data” FORM, A Copy of which is attached hereto as Exhibit “D”).

6. Advertising Prohibition. Provider is prohibited from using Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “E” hereto. These measures shall include, but are not limited to:

   a. Passwords and Employee Access. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.

   b. Destruction of Data. Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the DPA when it is no longer needed for the purpose for which it was obtained or, where possible, transfer said data to LEA or LEA’s designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the DPA authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

   c. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the DPA, except as necessary for Provider to provide the Service and to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any necessary service providers to view or access data as set forth in Article IV, section 4.

   d. Employee Training. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide
LEA, upon written request by LEA, with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the DPA in an environment using a firewall that is periodically updated according to industry standards.

f. **Security Coordinator.** Provider shall, upon written request by LEA, provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the DPA.

g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors commit to secure and protect Personally Identifiable Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

i. **Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

j. **Audits.** Upon receipt of a request from the LEA, the Provider will allow the LEA, at LEA’s expense, to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. The Provider will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide full access to the Provider’s facilities, staff, agents and LEA’s Student Data and all records pertaining to the Provider, LEA and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within ten (10) calendar days of the incident. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

   i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

e. At LEA’s discretion, and upon written request by LEA, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.

ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

ARTICLE VI: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for one (1) year.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated.

   The LEA may terminate this DPA and any service agreement or contract with the Provider if the Provider breaches any terms of this DPA.
3. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy, upon written request by LEA, all of LEA’s data pursuant to Article V, section 1(b).

4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, IDEA, COPPA, PPRA, 603 CMR 28.00, 603 C.M.R. 23.00, and Massachusetts General Law, Chapter 71, Sections 34D to 34H. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives below.

The designated representative for the Provider for this Agreement is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Jordi Gonzalez Arriola</th>
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</thead>
<tbody>
<tr>
<td>Title</td>
<td>Product Manager</td>
</tr>
<tr>
<td>Address</td>
<td>Av. Pau Casals 16, Av. Pau Casals, 08021 Barcelona, Spain</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(0034) 936 749 140</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jordi@edpuzzle.com">jordi@edpuzzle.com</a></td>
</tr>
</tbody>
</table>

The designated representative for the LEA for this Agreement is:

Steve Smith  
Chief Information Officer  
Information, Communications, and Technology Services  
Cambridge Public Schools  
459 Broadway  
Cambridge, MA 02138  

6. **Entire Agreement.** This DPA 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.

7. **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.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF MIDDLESEX COUNTY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.

10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Massachusetts and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of my electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. They understand that they may also request revocation at any time of their electronic signature for any other reason in writing.

If either party would like a paper copy of this Agreement, they may request a copy from the
other party.

12. **Multiple Counterparts**: This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery and shall be effective for all purposes (it being agreed that PDF email shall have the same force and effect as an original signature for all purposes).

**ARTICLE VII- GENERAL OFFER OF TERMS**

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit “E”), be bound by the terms of this to any other school district who signs the acceptance in said Exhibit.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Massachusetts Student Data Privacy Agreement as of the last day noted below.

CAMBRIDGE PUBLIC SCHOOLS

[Signature]

Date: 3/28/19

Printed Name: Kenneth N. Salim, Ed.D.  
Title: Superintendent of Schools

EDPUZZLE, INC.

[Signature]

Date: 03/28/2019

Printed Name: Jordi Gonzalez Arriola  
Title: Product Manager
EXHIBIT “A”
DESCRIPTION OF SERVICES

Edpuzzle is a simple, easy-to-use video platform that helps teachers engage their students. In the classroom, teachers use Edpuzzle to give students video-lessons that they watch through Edpuzzle Apps (iOS and Android) or Edpuzzle Website – if multiple devices are used, they will all sync with each other. Beyond the classroom, teachers use Edpuzzle to engage students at home and complete this video-learning experience anywhere. Teachers can instantly collect students viewing history and quizzes responses.
## EXHIBIT “B”

### SCHEDULE OF DATA

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<th>Elements</th>
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<td>Application Use Statistics</td>
<td>Meta data on user interaction with application</td>
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<td>Assessment</td>
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<td>Attendance</td>
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<td>Student class attendance data</td>
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<td>Communications</td>
<td>Online communications that are captured (emails, blog entries)</td>
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<td>Conduct</td>
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<td>Schedule</td>
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<td>Special Indicator</td>
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<td>Specialized education services (IEP or 504)</td>
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<td>Student app password</td>
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<td>Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)</td>
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<td>Student course grades/performance scores</td>
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<td>Please list each additional data element used, stored or collected by your application</td>
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EXHIBIT “C”

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.


Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes, without limitation, at least the following:

- First Name
- Last Name
- Telephone Number
- Discipline Records
- Special Education Data
- Grades
- Criminal Records
- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers
- Photos
- Videos
- Grade

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student’s Educational Record

Information in the Student’s Email
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 pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of “school official” encompasses the definition of “authorized school personnel” under 603 CMR 23.02.

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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Massachusetts and Federal 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.

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

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Third Party: The term “Third Party” means an entity that is not the provider or LEA.
EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

[Name or District or LEA] directs [Name of Company] to dispose of data obtained by Company pursuant to the terms of the DPA 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:

[Insert categories of data here]

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

2. Nature of Disposition

[___] Disposition shall be by destruction or deletion of data.

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

[___] As soon as commercially practicable

[___] By [Insert Date]

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT “E”
EXHIBIT “E”

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district (“Subscribing LEA”) who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. 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 provide by 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 statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider’s signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

EDPUZZLE, INC.

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’s individual information is contained below. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: ___________________________ Date: __________________
Printed Name: ___________________ Title/Position: ___________________

SCHOOL DISTRICT NAME: _____________________________

DESIGNATED REPRESENTATIVE OF LEA:

Name: ___________________________
Title: ___________________________
Address: _________________________
Telephone Number: _______________
Email: ___________________________

COUNTY OF LEA: _____________________________
OPTIONAL: EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Having robust data security policies and controls in place are the best ways to ensure data privacy. Please answer the following questions regarding the security measures in place in your organization:

1. Does your organization have a data security policy? x Yes □ No

   If yes, please provide it.

2. Has your organization adopted a cybersecurity framework to minimize the risk of a data breach? If so which one(s):

   ___ ISO 27001/27002
   ___ CIS Critical Security Controls
   ___ NIST Framework for Improving Critical Infrastructure Security
   X Other: OWASP Open Web Application Security Project

Online community which creates freely-available articles, methodologies, documentation, tools, and technologies in the fields of web application security. It was started in 2001 as a non-profit organization and since its foundation it has contributed with a wide range of publications. Edpuzzle has embraced most of the OWASP recommendations, in regard to authentication and related topics. In order to comply with OWASP practices, the security engineering team has instituted a task force to conduct a detailed review of the current status of the company’s solutions and to determine features that can be improved or added. At the moment, Edpuzzle's practices align with the following OWASP recommendations:

* Authentication
* Access Control
* Code Injection
* Security Misconfiguration

3. Does your organization store any customer data outside the United States? x Yes □ No

As a general rule, user data will not be stored outside the United States. Nevertheless, user generated content may be temporarily stored in other countries in order for Contractor to provide a better service (among others, uploaded videos, audios or images may have a copy stored in other regions to reduce the time of load).

4. Does your organization encrypt customer data both in transit and at rest? x Yes □ No
5. Please provide the name and contact info of your Chief Information Security Officer (CISO) or the person responsible for data security should we have follow-up questions.

Name: Jaume Bohigas

Contact information: privacy@edpuzzle.com

6. Please provide any additional information that you desire.
Edpuzzle Security Policy

EDpuzzle, Inc.

Address (for notification purposes):
Av. Pau Casals 16, Ppal. 2-B,
08021 Barcelona, Spain
privacy@edpuzzle.com

Personnel Security

Edpuzzle’s personnel practices apply to all members of the Edpuzzle workforce ("Edpuzzle") – regular employees, independent contractors and interns ("employees") – who have direct access to Edpuzzle’s internal information systems ("systems") and/or unescorted access to Edpuzzle’s office space. All employees are required to understand and follow internal policies and standards.

Onboarding and Offboarding Practices

Before gaining initial access to systems, all employees must:

(1) Agree to confidentiality terms and equipment policies.
(2) Pass a criminal background check.
(3) Undergo a security training. This training covers privacy and security topics, including device security, acceptable use, preventing malware, physical security, data privacy, account management and incident reporting.

Upon termination of employment at Edpuzzle, all access to Edpuzzle is removed immediately and all devices provided by Edpuzzle are returned to the Company.

Security and Privacy Training

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 the employment agreement.

Authorizing Access

To minimize the risk of data exposure, Edpuzzle adheres to the principle of least privilege – employees are only authorized to access data that they reasonably must handle in order to fulfill their current job responsibilities. To ensure that users are so restricted, Edpuzzle employs the following measures:
(1) All systems used at Edpuzzle require users to authenticate, and users are granted unique identifiers for that purpose.
(2) Each user's access is reviewed at least quarterly to ensure the access granted is still appropriate for the user's current job responsibilities.

Workers may be granted to access to a small number of internal systems by default upon hire. Request for additional access follow a documented process and must be approved by the responsible owner or manager.

**Authentication**

Edpuzzle requires personnel to use the provided password manager. Password managers generate, store and enter unique and complex passwords. Use of the password manager helps avoid password reuse, phishing, and other security threats. Any password stored or shared through any other means will be considered a data breach and affected accounts might be suspended at any time.

**Third-Party Services Review**

Any tools, projects, or vendor agreements that involve sharing sensitive data (intellectual property, proprietary source code, or subscriber data) must go through a security review before being implemented. When employees and/or contractors of the Company need to use external solutions, they must fill out a form that thoroughly specifies all the details of the solution. For example, they must input:

(1) Why this solution and this vendor is needed.
(2) The members of Edpuzzle’s workforce who will use the solution.
(3) The list of Edpuzzle’s data and/or access that will be shared.

With this information, the Security Team reviews the objectives, the members involved in the solution’s usage, and what data will be exchanged with the vendor before deciding on whether to proceed with its implementation.

**Organizational Security**

**Dedicated Security Professionals**

Edpuzzle has defined roles and responsibilities to delineate which roles in the organization are responsible for operating the various aspects of security.

**Audits, Compliance and Third-Party Assessments**

Edpuzzle operates a comprehensive security program designed to address the vast majority of the requirements of common security standards in the field of education including, but not limited to, FERPA, COPPA and the EU-US Privacy Shield.
Protecting User Data

The focus of Edpuzzle’s security program is to prevent unauthorized access to user data. To this end, our team of dedicated security practitioners, working in partnership with peers across all our teams, take exhaustive steps to identify and mitigate risks, implement best practices and constantly evaluate ways to improve.

Privacy Policies

Edpuzzle limits the private data we collect and what we do collect is detailed in our Privacy Policy. Personal information is requested only when it is required to deliver expected services and to ensure that the Company site and solutions run properly. When we analyze our users’ data we use aggregated data pools to protect the privacy of individual subscribers.

As stated in the Privacy Policy, Edpuzzle is also certified and follows the rules laid out in the FERPA, COPPA and European GDPR. Among others, Edpuzzle must:

- Make clear to individuals what type of data is collected, and for what purposes.
- Inform individuals of any third parties to whom their data will be transferred, their right to access their data, and the means for limiting the use and disclosure of their personal data.
- Enable individuals to opt out of any disclosure of personal data to a third party or the use of data for a purpose other than the one for which it was initially collected.
- Specify, in third party contracts, that transferred personal data may only be processed for limited and specified purposes consistent with the data subject’s consent.
- Take reasonable and appropriate measures to protect data from loss, misuse and unauthorized access, disclosure, alteration and destruction.
- Do not collect personal data for students under thirteen (13) unless we have parental or school consent.
- Delete account and personal identifiable information after eighteen (18) months of inactivity.

Prior to making material changes in the Privacy Policy, Edpuzzle commits to:

1. Notify schools about new or additional data collection or practices in a “click wrap agreement”.
2. Ensure that third-party services are capable of complying with new practices and guidelines.

Third-Party Services Compliance

Edpuzzle assesses the privacy and security policies and practices of third-party service providers. To that effect, we have agreements in place with them to ensure that they are capable of complying with Edpuzzle’s practices and policies. Such procedures must be repeated at least on an annual basis.

Edpuzzle only sends personal identifiable information to third-party services that are required to fully attend our users’ needs, which are the following:

- Amazon Web Services
- Marketo
- Mixpanel
- MongoDB Atlas
- Quickbooks
- Salesforce
• Stripe
• Zendesk

Controlling change

To minimize the risk of data exposure, Edpuzzle controls changes, especially changes to production systems, very carefully. These change-control-requirements are designed to ensure that changes potentially impacting user data are documented, tested, code reviewed and approved before deployment:

• **Documented:** any employee aiming to insert changes to our production systems should create a task, subtask or project in our approved task manager indicating the purpose of the changes, for both technical and non-technical audiences, and any other relevant information that may help co-workers to better understand the scope and impact of the task. It should be clear who will take part in these changes by properly setting the task, subtask or project assignee and followers. More documentation may be required upon deep changes.

• **Tested:** all code that may fetch, modify or remove data from our systems should be fully tested, paying special attention to authentication and authorization restrictions to ensure that there’s no unauthorized release, disclosure or acquisition of personal information.

• **Code reviewed:** human errors are a well-known source of security issues. For this reason, all components developed by Edpuzzle are reviewed at least by another engineer — with a reasonable level of seniority — to ensure security, performance, and adherence to the company principles and commitments.

• **Approved:** prior to release, security teams and managers must be notified about the changes that are intended to be shipped so that they can effectively carry out their duties including, but not limited to, monitoring. Should this release be believed to compromise the security of the users, the security teams and the managers reserve the option to cancel or delay the changes.

Data Protection Impact Assessments

With the entry into force of the European General Data Protection Regulation (GDPR), Edpuzzle has also introduced the drafting of Data Protection Impact Assessments (DPIAs) as an indispensable and mandatory step before making any changes to the Service effective (art. 35 GDPR).

DPIAs are drafted by Edpuzzle’s Data Protection Officer (DPO) and they analyze the impact of eventual changes or new projects on user privacy. In case any risks to that privacy are detected during the assessment, measures to minimize or eliminate the risks are proposed by the DPO. Proposed measures are then discussed with Product Management and, depending on the urgency and dimension of the risks, other departments may be asked to intervene.

Finally, measures to either reduce or eliminate detected risks are implemented prior to making the eventual changes effective.

OWASP Compliance

The Open Web Application Security Project (OWASP) is an online community which creates freely-available articles, methodologies, documentation, tools, and technologies in the fields of web application security. It was started in 2001 as a non-profit organization and since its foundation it has contributed
with a wide range of publications. Edpuzzle has embraced most of the OWASP recommendations in regards to authentication and related topics. In order to comply with OWASP practices, the security engineering team has instituted a task force to conduct a detailed review of the current status of the company’s solutions and to determine features that can be improved or added.

At the moment, Edpuzzle’s practices align with the following OWASP recommendations:

- Authentication
- Access Control
- Code Injection
- Security Misconfiguration

**Responding to Security Breaches**

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we cannot guarantee the security of information to that extent. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time.

**Initial Notice**

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of personal information, we will notify electronically, not later than 48 hours or 1 business day, such discovery to all affected users (if contact information was provided), schools and districts so that you can take appropriate protective steps. This initial notice will include, to the extent known at the time of the notification, the date and time of the breach, its nature and extent, and the Service’s plan to investigate and remediate the breach. Schools and districts will also be provided with a list of students and employees whose data was released, disclosed or acquired.

**Detailed Notification**

Upon discovery of a breach, we will conduct a deep investigation in order to electronically provide, not later than 5 calendar days, all affected users (if contact information was provided), schools and districts with a more detailed notice of the breach, including but not limited to the date and time of the breach; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future. Schools and districts will also be provided with the name(s) of student(s) and employee(s) whose data was released, disclosed or acquired. We may also post a notice on our homepage (www.edpuzzle.com) and, depending on where you live, you may have a legal right to receive notice of a security breach in writing.

**Data Removal**

**Period of Inactivity**

Any account that has been inactive for more than 18 months will be de-identified (from now on “removed”) through a daily automated script, from our systems and any other third-party services. The devops team is in charge of monitoring the proper performance of the script and is committed to notify the Data Protection Officer immediately if any data is not removed as expected.
Explicit Requests

Upon data removal request via any available channel (twitter, employee email, support email, phone, video call or in person) employees must make sure this request is properly received by the Data Protection Officer (DPO) immediately. To this end, employees will create a ticket in our approved CRM and assign it to the DPO, who will be checking any new petitions on a daily basis.

By reasonable means, the DPO will determine if the requester has proper authorization for these actions, depending on the requester role:

- Teachers: assuming that the Principal, Superintendent or IT Admin have approved such intentions, this personnel will have the right to delete any data from students in their classrooms. Please note that a student can be linked to various classrooms from different teachers.

  To delete their own account or any other data, they should proceed from the EDpuzzle Web interface.

- Principals, Superintendents or IT Admins: this personnel is considered to have the highest authorization in a school/district and will have the right to delete any employees or students data they ask for.

- Students: DPO will not directly attend to any students request and will redirect them to their teacher or school/district instead to avoid data removal for cheating purposes and to ensure the school/district has been properly notified about this request.

- Parents: DPO will not directly attend to any parents request and will redirect them to their teacher or school/district instead to ensure the school/district has been properly notified about this request.

Once the authorization is granted, Edpuzzle will proceed to permanently remove the requested data from its systems, including but not limited to servers, workstations and storage media. Edpuzzle will also make sure this data is permanently removed from any third-party system it may have been shared with.

Edpuzzle will complete the request not later than 48 hours since the authorization was granted.

Security backups

Edpuzzle regularly makes and keeps copies/backups of data as part of its disaster recovery storage system. The information contained in said copies/backups is inaccessible to the public and unable to be used in the normal course of business by Edpuzzle. Further to that, all copies/backups are automatically deleted after a maximum term of thirteen (13) months.
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