

Montana Student Data Privacy Addendum

WHEREAS, the relationship between Agile Sports Technologies, Inc. dba Hudl, a Delaware corporation with its principal place of business located at 600 P Street, Suite 400, Lincoln, NE 68508 (“Hudl”) and its customers is described and governed by Hudl’s Organization Terms of Service located at www.hudl.com/eula (the “Organization Terms”).

WHEREAS, the district, board, or school identified within the signature block is the signatory (“Signatory”). If Signatory is a school board or district, then the terms of this Student Data Privacy Addendum (“Addendum”) shall automatically apply to: (i) all schools within Signatory’s district; (ii) all schools subject to Signatory’s authority; and (iii) all schools over which Signatory contends this Addendum applies; provided, in each case, that such schools are or later become Hudl customers (collectively, “Member Schools”). If Signatory is or becomes a Hudl customer, this Addendum shall be an addendum to the Organization Terms.

WHEREAS, Hudl is committed to the protection of student information, student records, and student-generated content (collectively, “Student Data”);

WHEREAS, the Montana Pupil Online Personal Information Protection Act, codified at MCA 20-7-1323 through 20-7-1326 (hereinafter, the “Privacy Statutes”) imposes obligations on Operators and Third Parties who, in the course of providing services to public boards of education, public schools, and public-school students, gain possession of or access to Student Data; and

WHEREAS, Hudl is a general use platform that is extensively outside of the educational context and is therefore not an Operator or Third Party within the definition of the Privacy Statutes, Hudl; however, remains willing to generally comply with the concepts of the Privacy Statutes described in this Addendum, subject to the specifications outlined herein.

NOW, THEREFORE, Hudl and Signatory including, where applicable, Signatory’s Member Schools, hereby agree to the terms of this Addendum, with respect to the privacy and protection of Student Data.

- 1. OWNERSHIP OF STUDENT DATA.** Pupil records, as defined by the Privacy Statutes, continue to be the property of and under the control of Signatory, unless otherwise agreed upon in the Organization Terms. Notwithstanding the foregoing, a student may retain possession and control of their own Pupil-generated content and data by establishing or maintaining an account with Hudl for the purpose of storing the student’s content.
- 2. REQUEST FOR DELETION.** Hudl shall delete a pupil’s protected information if Signatory requests the deletion of data and such data is under Signatory’s control.
- 3. USE OF STUDENT DATA.** Hudl may only use Student Data for purposes permitted by the Organization Terms, provided such purposes are not otherwise prohibited by this Addendum.

Hudl will not use personally identifiable information in Pupil records to engage in targeted advertising.

4. **REQUEST FOR REVIEW AND AMENDMENT OF DATA AND RECORDS.** An eligible student, parent or legal guardian, may review personally identifiable information in the student's records and correct erroneous information in that student's Hudl account at any time by logging into Hudl's platform or by contacting support@hudl.com for assistance with reviewing and amending the student's account. Hudl is not obligated to notify Signatory when either instance occurs.
5. **SECURITY OF STUDENT DATA.** Hudl shall implement and maintain security practices and procedures designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure. Hudl's Data Protection Processes are described more fully in its Privacy Policy, located at www.hudl.com/privacy. Overall responsibility for Information Security at Hudl is with Brian Kaiser, co-founder and Chief Technology Officer.
6. **DISCOVERY AND NOTICE OF BREACH.** Upon the discovery by Hudl of a breach of security that resulted in the unauthorized release, disclosure, or acquisition of Student Data, Hudl shall provide notice to Signatory, its affected students, and if the affected student is under eighteen (18) years of age, the student's legal guardian or parent, as soon as commercially practicable but within the required statutory period under any applicable statute, as may be amended from time to time, after such discovery.
7. **RETENTION OF STUDENT DATA.** Upon Signatory's request, Hudl shall certify that it has deleted Pupil records. Notwithstanding the foregoing, a student, parent, or legal guardian may choose independently to establish or maintain a Hudl account before or after the expiration of any contract term for the purpose of storing, retaining possession of, and controlling the student's data and/or content, including Pupil-generated content.
8. **COMPLIANCE WITH FERPA.** Hudl and Signatory and, where applicable, Signatory's Member Schools, shall ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. **GOVERNING LAW.** This Addendum shall be governed by, and construed in accordance with, the laws of the State of Montana, without giving effect to any conflict of laws provisions thereof.
10. **SEVERABILITY.** If any provision of this Addendum or the application of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Addendum which can be given effect without the invalid provision or application.

11. **COMPLIANCE WITH MONTANA PRIVACY LAW.** To the extent required by law, Hudl acknowledges and agrees to comply with the above-described aspects of the Privacy Statutes.

12. **REPRESENTATION OF AUTHORITY.** If Signatory is a school district or school board, Signatory represents that it is authorized to execute this Addendum on behalf of itself and on behalf of its Member Schools and has the authority to bind such Member Schools to the terms of this Addendum.

This Addendum controls over any inconsistent terms contained in any other agreement concerning Student Data entered into by the parties including, where applicable, agreements concerning Student Data entered into between Hudl and Signatory's Member Schools. The parties hereby agree that this Addendum is effective upon execution by both parties and shall remain in effect for: (i) if Signatory is a school, the term described in the then-current Order, Key Terms Schedule, or agreement, or (ii) if Signatory is a school district or board, so long as any Member School is a customer of Hudl.

SIGNATORY

Linda Filpula

Signatory's Name

Linda Filpula

Its authorized representative (signature)

Linda Filpula

Print name

Superintendent

Title

9/11/20

Date

AGILE SPORTS TECHNOLOGIES, INC.

Travis Grant

Its authorized representative (signature)

Travis Grant

Print name

Sales Manager

Title

9/10/20

Date