

EXHIBIT "H"
Additional Terms or Modifications

Version _____

LEA and Provider agree to the following additional terms and modifications:

- The first sentence of Section 4 of the DPA is hereby amended as follows:

This DPA shall stay in effect for **the shorter of three years or until Provider no longer has any Student Data in its possession or control.**

- Section I.3 of the Standard Clauses is hereby amended to read as follows:

4. DPA Definitions. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, **for the purposes of this DPA**, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

- The second sentence of Section II.1 is hereby amended to read as follows:

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, **if in connection with the provision of Services to LEA**, are subject to the provisions of this Agreement in the same manner as the original Student Data.

- Section II.3 of the Standard Clauses is hereby amended to read as follows:

Provider shall, at the request of the LEA, **make a copy of Student Generated Content available in an industry standard format.**

- Section II.5 of the Standard Clauses is hereby amended to read as follows:

5. Subprocessors. Provider shall **be liable for the acts or omissions of its Subprocessors as if Provider had itself acted or failed to act. Further, Provider will only utilize Subprocessors which maintain data protection and security policies consistent with Provider's obligations under this DPA and shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA.**

- The following sentence is added to the end of Section IV.1 of the Standard Clauses:

Specifically with respect to COPPA or any state law which requires consent or authorization from a parent or guardian for the collection or use of Student Data or Educational Records, LEA is responsible for fulfilling any applicable consent requirement.

- Section IV.3 of the Standard Clauses is hereby amended to read as follows:

3. Provider Employee Obligation. Provider shall require all of Provider's employees and **individual** agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data

shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or **individual** agent with access to Student Data pursuant to the Service Agreement.

- The penultimate sentence of Section IV.5 of the Standard Clauses is hereby amended to read as follows:

Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) **the de-identified Student Data is either aggregated with other similar data such that the sources of such data cannot feasibly be distinguished, or (b)** 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.

- Section VII.8 of the Standard Clauses is hereby amended to read as follows:

10. **Authority.** Provider represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, **and further represents that it will be responsible for compliance with this DPA by** all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

- The first part of the first sentence of the definition of "Student Data" in Exhibit "C" is hereby amended to read as follows:

"Student Data" **means** ~~includes~~...

- The following sentence is added to the end of Section 1 of Exhibit "G":

Specifically with respect to any state law which requires consent or authorization from a parent or guardian for the collection or use of Student Data or Educational Records, LEA is responsible for fulfilling any applicable consent requirement.

- Section 4 of Exhibit "G" is hereby amended to read as follows:

4. Limitations on Redisclosure. Except for Subprocessors, the Provider shall not re-disclose Student Data to any other party ~~or affiliate~~ without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure; **provided, however, that Provider shall not be required to notify LEA of a Third Party request for Student Data or compelled production of Student Data to the extent lawfully directed by the Third Party not to inform the LEA of the request.**

- Section 10 of Exhibit "G" is hereby replaced in its entirety with the following:

10. **Indemnification for Security Breach.** In addition to the indemnification obligations in the Service Agreement, and subject to the procedural requirements for indemnification set forth therein, Provider agrees to defend LEA against any third party claims, demands, actions, arbitrations ("Claims"), and indemnify LEA against losses and liabilities directly resulting from such Claims, to the extent arising out of or related to a Security Breach resulting from

any breach of NoRedInk and its employees, contractors, and subcontractors in performing the obligations under this DPA. Except as explicitly provided in this DPA, LEA will be responsible for any costs and expenses incurred by the LEA in investigating and remediating a breach attributable to the Provider

- Section 17 of Exhibit "G" is hereby amended to read as follows:

17. Minimum Data Necessary Shared. The Provider attests that the Student Data requested by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and **reasonable** in relation to the K-12 school purposes for which it is processed.