

DATA PROCESSING ADDENDUM

This GDPR and CCPA Data Processing Addendum (“DPA”) is made and entered into by and between **San Mateo Union High School District** (hereinafter “**Customer**” or “**Business**”) and **Sched, LLC**. (“**Sched**” or “**Service Provider**”). This DPA forms part of the Terms of Service available at <https://sched.com/terms/> or such alternative agreement the Customer may have entered into with Sched pursuant to which Customer has accessed Sched’s Services as defined in the Terms of Service or applicable agreement (the “**Agreement**”).

With regard to Personal Information which Sched may collect, receive or otherwise process as a result of any Agreements between the Parties and in providing the Services, the Parties agree to the following:

1. Definitions:

Business and **Service Provider** shall have the meanings given those terms under the California Civil Code section 1798.140 and CCPA.

CCPA means the California Consumer Privacy Act.

Data Protection Laws means (a) the GDPR and any laws or regulations implementing the GDPR; and (b) all other laws concerning the processing of data relating to living persons, including without limitation the CCPA and other data protection laws of the State of California;

Data Subject/Consumer means each identified or identifiable (whether directly or indirectly) natural person to whom any Personal Data relates;

GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Personal Data means any information relating to a Data Subject. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Personal Information means information that identifies, relates to, describes, is cable of being associated with, or could reasonably be linked, directly or

indirectly with a particular consumer or household, and including particular elements of “personal information” as defined under Cal. Civ. Code § 1798.140; and

Personal Data Breach means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

2. General terms

- (a) To the extent that Sched processes Personal Data and Personal Information in the course of performing the Services, each party acknowledges that, for the purpose of Data Protection Laws, Customer is the Controller (under GDPR) and the Business (under the CCPA) of the Personal Data and Sched is the Processor (under GDPR) and the Service Provider (under the CCPA).
- (b) Sched shall implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the Data Subject.
- (c) Processing by Sched shall be governed by this DPA under applicable Data Protection Laws that are binding on Sched with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of Customer are set forth in this DPA (as amended by the parties from time to time).
- (d) Sched shall:
 - a. only process Personal Data in accordance with the documented instructions of Customer (including to the extent necessary to provide the Services and to comply with its obligations under this DPA and the Agreement);
 - b. inform Customer if, in Sched’s opinion, any of Customer’s instructions would breach Data Protection Laws; and
 - c. assist Customer with undertaking an assessment of the impact of processing that Personal Data, and with any consultations with a supervisory authority, if and to the extent an assessment or consultation is required to be carried out under Data Protection Laws.

- (e) Sched certifies that it will not:
 - a. use, retain, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing or by electronic or other means, Personal Information provided by Customer to another business or a third party for monetary or other valuable consideration, lease, license, transfer, or otherwise disclose Personal Data other than as necessary to render the Services to Customer, except that Sched may disclose Personal Data to its own Service Providers and the Sub-Processors listed in Schedule 1 as needed to render the Services provided such Service Providers and Sub-Processors are prohibited from using, retaining, selling, leasing, licensing, transferring, or otherwise disclosing the Personal Data other than as necessary to render the Services to Customer; and
 - b. retain, use, disclose, collect, sell, use, or otherwise process Personal Information for any purpose other than for the specific purpose of performing the Services for Customer. For clarity, Sched may not retain, use, or disclose Personal Information for any other commercial purposes outside of the direct business relationship between Sched and Business.

3. Data Subject Rights

Sched shall:

- (a) implement appropriate technical and organizational measures for the fulfilment of Customer's obligation to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to processing of Personal Data, or to data portability; and
- (b) if a Data Subject makes a written request to Sched to exercise any of the rights referred to in Section 2(a) forward the request to Customer promptly and shall, upon Customer's reasonable written request, comply with Customer's instructions regarding such requests and provide Customer with all cooperation and assistance reasonably requested by Customer in relation to that request to enable Customer to respond to that request in compliance with applicable deadlines and information requirements.

4. Security measures

Sched shall:

- (a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the risk of unauthorized or unlawful processing of Personal Data, and of accidental or unlawful loss, alteration, unauthorized disclosure or destruction of, or damage to, Personal Data; and
- (b) notify Customer within forty-eight (48) hours after becoming aware of a Personal Data Breach, and provide Customer with all cooperation and assistance reasonably requested by Customer to enable Customer to notify the Personal Data Breach to the relevant supervisory authority and relevant Data Subject(s) (as applicable).

5. Sharing of personal data

Sched shall:

- (a) inform Customer of any intended changes concerning the addition or replacement of other Sub-Processors listed in Schedule 1, thereby giving Customer the opportunity to object to such changes;
- (b) before disclosing Personal Data to any Processor, enter into a contract with that Sub-Processor under which the Sub-Processor agrees to comply with obligations equivalent to those set out in these GDPR Terms; and
- (c) before disclosing Personal Data to any of its employees and representatives, or the employees or representatives of any of its Processors, in each case who have access to the Personal Data, ensure that those persons:
 - (i) have undergone appropriate training in data protection and the care and handling of Personal Data;
 - (ii) are bound to hold the information in confidence to at least the same standard as required under this DPA (whether under a written agreement or otherwise).

6. Transfers of Personal Data

Sched shall:

- (a) not transfer Personal Data to, or process Personal Data in, any third country or territory without the prior written consent of Customer (which consent may be conditional upon Sched or the relevant third parties entering into an agreement containing similar terms to these GDPR Terms with Customer) unless (and for so long as):
 - (i) there has been a European Community finding of adequacy pursuant to Article 25(6) of Directive 95/46/EC or, after 24 May 2018, Article 45 of the GDPR in respect of that country or territory;
 - c. (ii) the transfer is to the United States to an importing entity that is a certified member of the EU-US Privacy Shield [**On July 16, 2020, the European Court of Justice invalidated Privacy Shield as a Transfer Mechanism for data between EU and US companies. Even though Privacy Shield was invalidated, Sched will continue to honor its commitments with respect to EU personal data transferred pursuant to Privacy Shield before July 16, 2020. Sched intends to utilize alternate transfer mechanisms going forward for data transfers**]; or
 - (iii) Customer and the relevant importing entity are party to a contract in relation to the export of Personal Data incorporating standard contractual clauses in the form adopted by the European Commission under Decision 2010/87/EU or an equivalent data transfer agreement meeting the requirements of Data Protection Laws.
- (b) Where any mechanism for cross-border transfers of Personal Data is found by a supervisory authority, court of competent jurisdiction or other governmental authority to be an invalid means of complying with the restrictions on transferring Personal Data to a third country or territory as set out in Data Protection Laws, the parties shall act in good faith to agree the implementation of an alternative solution to enable Customer to comply with the provisions of Data Protection Laws in respect of any such transfer.

7. Compliance

Sched shall:

- (a) promptly notify Customer if it receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data, or to either party's compliance with Data Protection Laws, and shall fully cooperate and assist Customer in relation to any such complaint, notice, communication or non-compliance; and
- (b) upon Customer's reasonable written request, provide all information necessary to demonstrate compliance with these GDPR Terms, and allow Customer or an auditor appointed by Customer to carry out audits, including inspections of facilities, equipment, documents and electronic data, relating to the processing of Personal Data by Sched or any Processor, to verify compliance with these GDPR Terms.

8. Termination

Sched shall:

- (a) unless expressly stated otherwise in this DPA, upon termination or expiration of the Agreement, Sched shall, and shall procure that each Processor shall, immediately cease to use the Personal Data and shall, at Customer's option, return the Personal Data to Customer or to a Processor nominated by Customer or delete the Personal Data and all copies and extracts of the Personal Data unless required to retain a copy in accordance with any law of the European Union or any member state of the European Union; and
- (b) on expiry or termination of the Agreement (however arising) these GDPR Terms shall survive and continue in full force and effect.

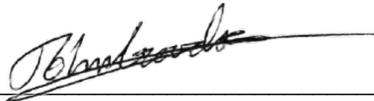
9. Miscellaneous

If there is any conflict or inconsistency between this DPA and the other terms of the Agreement, this DPA will govern.

IN WITNESS WHEREOF, the Parties each have caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first written.

“SCHED”

Sched, LLC

BY: 

TITLE: Account Executive

DATE: 09/20/21

“CUSTOMER”

San Mateo Union High School District

BY: 

TITLE: Director of Curriculum & Assessment

DATE: 9/17/21