<u>Data Protection.</u> Pronto [The Contractor]shall provide chat and video conferencing software in all respects consistent with the restrictions and obligations set forth in the Data Protection Exhibit attached hereto as Exhibit A.

<div align="center"><u>Exhibit A</u></div>

To the extent that Pronto hosts, stores, uses, or otherwise gains access to Data (as defined in this Exhibit) of UETN or any local education agency, the following restrictions and obligations apply with respect to such Data. To the extent that Pronto engages a Subcontractor to perform any Contractor's obligations hereunder, Contractor shall require that its agreement with that Subcontractor to include terms consistent with those set forth herein, and at least as favorable in all respects to UETN.

1) <u>Definitions:</u> For purposes of this Exhibit, the following terms shall have the meanings set forth in this section.
   a. "<u>Authorized Persons</u>" means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who require access to Data and have a legitimate educational interest in the education records to enable the Contractor to perform its responsibilities under this Contract.
   b. "<u>Confidential Information</u>" means information that is deemed confidential under applicable state and federal laws or constitutes the sensitive or proprietary business information of a State Entity. Any State Entity whose information is provided to Contractor under this Contract will have the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential by Contractor.
   c. "<u>Contract</u>" means the agreement into which this Exhibit A and the corresponding Governmental Entity Addendum are incorporated.
   d. "<u>Contractor</u>" means Pronto
   e. "<u>Data</u>" means information, in any form, provided to Contractor by a State Entity in conjunction with Contractor's performance under this Contract. Data includes Student Personally Identifiable Information, Educator Data, and Confidential Information.
   f. "<u>Destroy or Destruction</u>" means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
   g. "<u>Educator Data</u>" means Data that, alone or in combination with other Data is linked or can be linked to a specific educator. Educator Data includes, but is not limited to, the educator's name or any unique identifier (such as social security number).
   h. "<u>Incident</u>" means any attempted or actual access to Data that Contractor believes could reasonably result in the use, disclosure, or theft by anyone other than an Authorized Person of Data within the possession or control of Contractor or any Subcontractor.
   i. "<u>Metadata</u>" means information or data, whether created manually or automatically, that provides meaning or context to any Data.
   j. "<u>State Entity</u>" means UETN and any other department, division, office, bureau, agency, or other organization of the State of Utah, including but not limited to local education agencies who are being granted access to Contractor's services as part of this Agreement.

k. "Student Personally Identifiable Information" or "PII" has the same meaning as that found in Utah Code section 53E-9-301 or 34 CFR § 99.3 and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or can be linked to a specific student in a manner that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

l. "Subcontractor" means any person engaged by Contractor, or engaged by any Subcontractor engaged by Contractor, to perform any services or to fulfill any of Contractor's obligations under this Contract.

2) Records Administration and Right to Audit. For a period of at least six years following termination of the Contract, Contractor shall maintain records necessary to properly account for Contractor's compliance, performance with the Contract, and the payments made by UETN to Contractor. Contractor shall, at no cost to UETN, allow UETN and their designees to audit Contractor to verify compliance with the Contract. Contractor shall cooperate with UETN in any such audit by providing access to records, systems, processes, and locations relevant to the performance of the Contract during normal business hours.

3) GENERAL DATA PROVISIONS:

a. DATA OWNERSHIP: UETN (or the local education agency or end user for whose benefit UETN is entering this Agreement, as the case may be) retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.

b. AGENT DESIGNATION: Contractor is hereby designated as an agent of UETN pursuant to FERPA for the limited purpose of receiving Student Personally Identifiable Information to fulfill the purposes of this contract. Contractor may use the Student Personally Identifiable Information only as provided herein, but may not transfer or otherwise convey Student Personally Identifiable Information to any other Person.

c. COMPLIANCE WITH DATA PRIVACY LAWS: Contractor shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300 ("IDEA"), and the Utah Student Privacy and Data Protection Act , Utah Code § 53E-9 101 et seq.

d. DESTRUCTION OF DATA: If UETN requests the Destruction of PII in Contractor's possession as a result of this Contract, Contractor shall Destroy the information within five calendar days after the date of the request. Contractor shall provide UETN with written confirmation of the date the data is Destroyed.

e. ACCESS TO DATA: Contractor shall limit access to Data to Authorized Persons only and shall maintain security controls related to such access for the term of the agreement that are at least as protective against unauthorized access as those

security controls identified by Contractor as being in place at the time of execution of this Agreement.

f. USE AND DISCLOSURE OF DATA: Contractor shall not collect, use, or share Data except to the sole extent necessary to carry out the Contractor's responsibilities listed in the Statement of Work and shall share Data only as authorized by law or by court order to a law enforcement agency. Contractor shall notify UETN immediately of any request to share Data with law enforcement agencies in response to a court order.

g. SECURITY AND PROTECTION OF DATA:

    i. Contractor shall notify UETN of material system changes that may negatively impact the security of Data prior to such changes being implemented.

    ii. Contractor shall store and maintain all Data in data centers located only within the United States.

    iii. UETN retains the right to use the established operational services to access and retrieve Data stored on Contractor's infrastructure at its sole discretion.

h. INCIDENTS:

    i. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify UETN within one calendar day and cooperate with UETN regarding recovery, remediation, and the necessity to involve law enforcement, if any.

    ii. Following an Incident, Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident, and the actions Contractor will take to remediate the Incident and reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to UETN within ten calendar days of notifying UETN of an Incident. UETN reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, UETN, in its sole discretion, may perform such analysis and produce a remediation plan which Contractor shall implement and reimburse UETN for the reasonable cost development.

    iii. In the event of an Incident, Contractor shall provide UETN or its designated representatives with access to records, systems, processes, and locations relevant to the performance of the Contract 7 days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

    iv. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose Data may have been compromised by the Incident.

i. INDEMNIFICATION: Improper Disclosure of Data by Contractor or any Subcontractor for may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any

act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

Authorized Signature

Signature:	DocuSigned by: *Ben Dolman* 591B4302BA7B4C3...
Name:	Ben Dolman
Title:	CTO
Date:	11/18/2021