

UTAH STUDENT DATA PRIVACY AGREEMENT

Version 2.0

Weber School District

and

A-company

9/11/19

destroy all of LEA's data pursuant to Article III, section 5 above.

4. Priority of Agreements. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service 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, 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:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: TANYA N. MILLER
Title: STUDENT DATA SECURITY MANAGER

Contact Information:
TAMILLER@WSD.NET
(801) 476-7964
(801) 476-7988 (fax)

The designated representative for the Contractor for this Agreement is:

Name: Barry Gibbons
Title: Owner/Founder

Contact Information:
420 S 425 W
Bountiful, UT 84010
info@a-company.com

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit "E", General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for notice of acceptance of the General Office of Privacy Terms is:

Name: Barry Gibbons
Title: Owner/Founder

Contact Information:

420 S 425 W
Bountiful, UT 84010
info@a-company.com

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.

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 UTAH, 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 UTAH FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Contractor 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, 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. Contractor agrees that any purchaser of the Contractor shall also be bound to this DPA.

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. LEA hereby waives and releases any and all claims against the Utah State Board of Education and/or its members, departments, office, and staff (collectively, "USBE"), for USBE's efforts and conduct related to the negotiations and/or formation of this DPA. The parties agree that USBE is not an agent nor a representative of LEA in the formation or execution of this DPA, and that LEA negotiated with Contractor at arm's length in the creation of this DPA. USBE is thus not responsible or liable to either party under this DPA, and owes no duty to either party under this DPA.

10. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business

reorganization or sale of all or substantially all of the assets of such business.

IN WITNESS WHEREOF, the parties have executed this Utah Student Data Privacy Agreement as of the last day noted below.

Contractor: A-company

BY: _____ Date: 11/9/19

Printed Name: Barry Gibbons Title/Position: Owner/Founder

Local Education Agency: Weber School District

BY: Tanya Miller Date: 9/11/2019

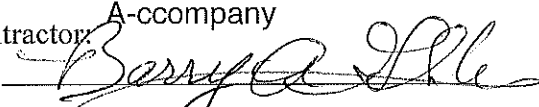
Printed Name: Tanya N Miller Title/Position: Student Data Security Manager

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS
Weber School District

1. Offer of Terms

Contractor offers the same privacy protections found in this DPA between it and [Name of LEA] and which is dated [Enter Date] to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Contractor's signature shall not necessarily bind Contractor to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Contractor and the other LEA may also agree to change the data provided by LEA to the Contractor in Exhibit "B" to suit the unique needs of the LEA. The Contractor may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the services and products subject listed in the Originating Service Agreement. Contractor shall notify the Utah State Board of Education (privacy@schools.utah.gov) in the event it withdraws Exhibit E so that the withdrawal may be disseminated to the LEAs.

Contractor: A-company
BY:  Date: 9/11/19
Printed Name: Barry Gibbons Title/Position: Owner/Founder

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Contractor, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Contractor shall therefore be bound by the same terms of this DPA.

Subscribing LEA: Subscribing LEA
BY: _____ Date: _____
Printed Name: _____ Title/Position: _____

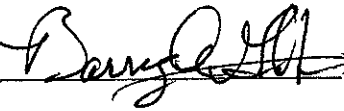
TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Barry Gibbons
Title: Owner/Founder
Email Address: info@a-company.com

reorganization or sale of all or substantially all of the assets of such business.

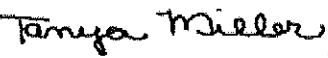
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BY:  Date: 11/9/19

Printed Name: Barry Gibbons Title/Position: Owner/Founder

Local Education Agency: Weber School District

BY:  Date: 9/11/2019

Printed Name: Tanya N Miller Title/Position: Student Data Security Manager