

STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”) is entered into by and between the local educational agency (the “**LEA**”) and SchoolMint Inc. (“**Provider**”).

This DPA forms part of the services agreement, order form, purchase order or other terms entered into between the LEA and the Provider (the "**Agreement**") and applies where, and to the extent that, the Provider processes Student Data on behalf of the LEA when providing Services under the Agreement. Any additional terms are provided in the Agreement.

The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

WHEREAS, the Provider is providing educational or digital services to LEA; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “A”**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit “B”**.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider

further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** LEA and the Provider shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data to correct erroneous information, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. LEA must receive all necessary consents to provide Student Data to Provider.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take ensure that all usernames, passwords, and any other means of gaining access to the services and hosted Student Data are secure and not subject to a breach. Provider is not responsible for the unauthorized access to Student Data where caused by a breach of this provision by LEA.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access. Provider is not responsible for the unauthorized access to Student Data where caused by a breach of security or access by LEA or any of its authorized users.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services set forth in the Agreement or otherwise authorized under the statutes referred to herein this DPA.
3. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
4. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data.
5. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within ninety (90) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Provider shall dispose of all Student Data within ninety (90) days after termination of the Agreement. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3.
6. **Advertising Limitations.** Except where such is part of the Services being provided to the LEA by Provider, Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to utilize reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification.
2. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data caused by either LEA or Provider's negligence or willful misconduct that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider, the LEA or Provider shall provide notification to the other party within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. In the event of a breach originating from LEA's use or misuse of the Service, LEA will hold Provider harmless for any such breach and, at LEA's sole cost and expense Provider will reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. This DPA will terminate simultaneously with termination of the Agreement.
2. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Agreement with respect to the security of Student Data, or other terms agreed to between the LEA and the Provider, the terms of this DPA shall apply and take precedence. All other terms will be as set forth in the Agreement.

EXHIBIT A
SCHEDULE OF DATA

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | |
| Assessment | Standardized test scores | |
| | Observation data | |
| | Other assessment data-Please specify: | |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online communications captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| Enrollment | Student school enrollment | |
| | Student grade level | |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |

| | | |
|-------------------------------------|--|--|
| | Other enrollment information-Please specify: | |
| Parent/Guardian Contact Information | Address | |
| | Email | |
| | Phone | |

| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|--|------------------------------|
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |
| Parent/Guardian Name | First and/or Last | |
| Schedule | Student scheduled courses | |
| | Teacher names | |
| Special Indicator | English language learner information | |
| | Low income status | |
| | Medical alerts/ health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: | |
| Student Contact Information | Address | |
| | Email | |
| | Phone | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | |
| | Student app username | |
| | Student app passwords | |
| Student Name | First and/or Last | |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |

| | | |
|----------------------------|--|--|
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | |
| Student work | Student generated content; writing, pictures, etc. | |
| | Other student work data -Please specify: | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |

| Category of Data | Elements | Check if Used by Your System |
|------------------|---|------------------------------|
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data – Please specify: | |

| | | |
|-------|---|--|
| Other | Please list each additional data element used, stored, or collected by your application: | |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

EXHIBIT "B"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from Education Records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "A"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data in order to specifically assist Provider with the provision of the Services. "Subprocessor" does not include a third party engaged by Provider to provide general services to Provider's business.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.