Connecticut Privacy Addendum

Berlin Public Schools
and
BrainPOP LLC

This Addendum ("Addendum") is entered into on this __ day of **August, 2018,** between the Berlin Board of Education (the "Board") and **BrainPOP LLC** ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Addendum, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student- generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All personally identifiable student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.

2. The use of Contractor's products shall be governed by the Terms of Use and Privacy Policy as posted on www.brainpop.com and as updated from time to time ("Terms of Use"). This Addendum will form an integral part of the Terms of Use for the Board and the schools subscribing. Unless expressly changed herein, all other terms and conditions of the Terms of Use shall not be affected and shall remain in full force and effect. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, the terms of this Addendum shall prevail for the term of the applicable subscription.

3. The Board shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of Student Data if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may delete Student Data at any time using the administrator dashboard feature in "My BrainPOP." Once deleted by the Board, the Contractor will purge the data from its servers within two (2) weeks. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Addendum and the Terms of Use.

4. The Contractor shall not use student data for any purposes other than those authorized pursuant to this addendum or the Terms of Use.

5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous

information, if any, in such Student Data. They may do so by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy, #5127. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board promptly after receiving such a request.

6. The Contractor shall take commercially reasonable actions consistent with industry standards to ensure the security and confidentiality of Student Data.

7. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps, if applicable: The Initial Notice shall be delivered to the Board by electronic mail to the District Technology Coordinator:

   - Date and time of the breach;
   - Names of student(s) whose student data was released, disclosed or acquired;
   - The nature and extent of the breach;
   - The Contractor's proposed plan to investigate and remediate the breach.

8. Student data shall not be retained or available to the Contractor 30 days following the expiration or termination of the subscription between the Contractor and Board, except the board may export some student data prior to expiration or termination of the subscription.

9. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

10. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board. Notwithstanding the foregoing, any claim in connection with this Addendum must first, and before taking any other legal action, be submitted to Contractor in the form of a complaint to info@brainpop.com, to enable the parties to resolve the claim in a friendly and effective manner. Furthermore, Contractor may seek injunctive or equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

11. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

12. The Contractor acknowledges and agrees to comply with the above and most other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd, with the

following exception: In case of a breach, the district will contact students/parents affected by the breach as listed in the Contractor's notification.

13. The Parties agree that this Addendum controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

This Addendum is effective upon execution by both parties and shall continue until ending date of contract.

Dr. Erin McGurk, Asst. Superintendent
Berlin Board of Education

_____ 8/20/18
Signature and Date

BrainPOP LLC
Dr Avraham Kadar
CEO and Founder

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Signature and Date