

DATA PROCESSING AGREEMENT

This Data Processing Agreement (this “**Agreement**”), dated September 17, 2019, is entered into by and between iCivics, Inc., a Delaware corporation with offices located at 1035 Cambridge Street, Suite 21b, Cambridge, MA 02141 (the “**Contractor**”) and Berlin Board of Education, a Connecticut school board with offices located at 238 Kensington Road, Berlin, CT 06037 (the “**Board**”).

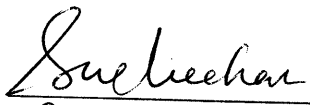
For the purposes of this Agreement, “directory information,” “student information,” “student records” and “student generated content” shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, the “**Student Data**”) provided or accessed in connection with the Board’s and its students’ use of the Contractor’s products and/or services are not the property of, or under the control of, the Contractor.
2. The Board may request the deletion of the Student Data in the possession of the Contractor upon reasonable written request to 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.
3. The Contractor shall not use the Student Data for any purposes other than to provide the Board and its students with the Contractor’s products and/or services and as otherwise indicated in the Contractor’s privacy policy.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in the Student Data and correct any erroneous information, if any, in the Student Data. He or she may do so only by reasonable written request to the Contractor.
5. The Contractor shall take actions designed to ensure the security and confidentiality of the Student Data.
6. 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 the Student Data. Such notification will include the following steps: the Contractor will notify the Board of such an unauthorized release, disclosure or acquisition of the Student Data without unreasonable delay, but not more than (i) thirty (30) days after such discovery, in the event such Student Data includes information other than directory information and (ii) sixty (60) days after such discovery, in the event such Student Data only includes directory information.
7. The Student Data shall not be retained or available to the Contractor upon the termination of the Board’s and its students’ use of the Contractor’s products and/or services, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.

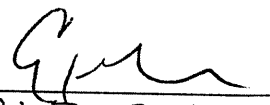
8. The Contractor and the Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board under this Agreement.
10. If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement, which can be given effect without the invalid provision or application.
11. IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO THIS AGREEMENT OR ANY BREACH THEREOF FOR ANY AMOUNT IN EXCESS OF \$10,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME. SPECIAL DAMAGES UNDER THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

iCivics, Inc.

By: 
 Name: SUE MEEHAN
 Title: COO/CTO
 Email: Sue.meehan@icivics.org

Berlin Board of Education

By: 
 Name: D. Erin McGurk
 Title: Assistant Superintendent
 Email: emcgurk@berlinschools.org