Connecticut Student Data Privacy Addendum

WHEREAS, Agile Sports Technologies, Inc. dba Hudl, a Delaware corporation with its principal place of business located at 600 P Street, Suite 400, Lincoln, NE 68508 ("Hudl") has already entered into a contract for services (hereinafter, the "Contract") with the customer identified within the signature block ("Customer");

WHEREAS, Hudl is committed to the protection of student information, student records, and student-generated content (collectively, "Student Data");

WHEREAS, Conn. Gen. Stat. §§ 10-234aa through 10-234dd (the "Privacy Statutes") impose obligations on operators who, in the course of providing services to public boards of education, public schools, and public-school students ("Users"), gain possession of or access to Student Data; and

WHEREAS, Hudl is a general use platform that is used extensively outside of the educational context and is therefore not an operator within the definition of the Privacy Statutes, Hudl remains willing to generally comply with the concepts in the Privacy Statutes, subject to the specifications outlined here.

NOW, THEREFORE, Hudl and the Customer hereby agree to the following additional terms under this addendum to the Contract ("Addendum"), with respect to the privacy and protection of Student Data.

1. **OWNERSHIP OF STUDENT DATA.** Student Data provided or accessed pursuant to the Contract are not the property of, nor under the direct control of, Hudl, unless agreed upon in the Contract.

2. **REQUEST FOR DELETION.** A request coming from the student's email address on the account or any account administrator may request that Hudl delete Student Data in Hudl's possession except in instances where such data is (i) otherwise prohibited from deletion or required to be retained under state or federal law, or (ii) stored as a copy as part of a disaster recovery storage system that is (y) inaccessible to the public and (z) unable to be used in the normal course of business by Hudl. The Customer may request deletion of the student's account by having administrator access, which may be done at the Customer's discretion. Any other individual requesting deletion of a student's account, including a parent or guardian, will be verified prior to deletion. The Customer may request the deletion of Student Data if such copy has been used by Hudl to repopulate accessible data following a disaster recovery. Such request may be by electronic mail. Hudl will

delete or destroy the requested data within thirty (30) days of the receipt of such request.

3. **USE OF STUDENT DATA.** Hudl shall not use Student Data for any purposes other than those authorized in the Contract.

4. **REQUEST FOR REVIEW AND AMENDMENT OF DATA AND RECORDS.** A student or any account administrator may update any Student Data, including personally identifiable information, in that individual's Hudl account at any time by logging into Hudl's platform. The student or any account administrator may also contact support@hudl.com for assistance with reviewing and amending the student's account. Hudl is not obligated to notify the Customer when either instance occurs.

5. **SECURITY OF STUDENT DATA.** Hudl shall implement and maintain security practices and procedures designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure.

6. **DISCOVERY AND NOTICE OF BREACH.** Upon the discovery by Hudl of a breach of security that resulted in the unauthorized release, disclosure, or acquisition of Student Data, Hudl shall provide notice to the Customer and its affected students within the required statutory period under Conn. Gen. Stat. § 10-234dd or any other applicable statute, as may be amended from time to time, after such discovery.
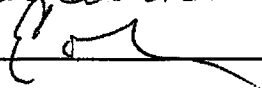
   During the required time period, Hudl may (1) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure, or acquisition, and the identity of the students whose information is involved in the breach, or (2) restore the reasonable integrity of Hudl's data system.

7. **RETENTION OF STUDENT DATA.** Student Data shall not be retained or available to Hudl upon the expiration of the Contract, except a student, parent, or legal guardian may choose independently to establish or maintain a Hudl account after the expiration of the Contract for the purpose of storing Student Data.

8. **COMPLIANCE WITH FERPA.** Hudl and the Customer 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. **GOVERNING LAW.** This Addendum shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any conflict of laws provisions thereof.

10. **SEVERABILITY.** If any provision of this Addendum or the application of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does

not affect other provisions or applications of the Addendum which can be given effect without the invalid provision or application.
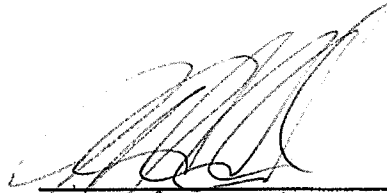
11. **COMPLIANCE WITH CONNECTICUT PRIVACY LAW.** To the extent required by law, Hudl acknowledges and agrees to comply with the above and other applicable aspects of the Privacy Statutes.

This Addendum controls over any inconsistent terms contained within any other agreement entered into by the parties concerning Student Data. The parties hereby agree that this Addendum is effective upon execution by both parties and shall remain in effect for the same term as the originally signed Contract.

CUSTOMER: AGILE SPORTS TECHNOLOGIES, INC.
Berlin Board of Education

Name: Dr. Erin McGurk   Name: Michael Carroll
Title: Asst. Superintendent   Title: Customer Success Manager
Date: Date: 10/25/19