

1. United States With respect to Authorized Users in the United States, the following provisions shall apply:

- 1.1 Definitions
As used in this Data Protection Addendum, Capitalized words have the meaning set forth in Exhibit A of the Terms of Service or as otherwise expressly defined in this Data Protection Addendum. The following terms have the meanings set forth below for purposes of this Data Protection Addendum.

"Data Protection Legislation" means applicable federal, state, local, and municipal laws and regulations in the United States that relate to the privacy, data protection or data security of Customer Personally Identifiable Information, including but not limited to, and to the extent applicable, the Children's Online Privacy Protection Act, 15 U.S.C. § 6501, et seq., and its implementing regulations, 16 C.F.R. Part 312 (together, "COPPA") and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA").

"Personally Identifiable Information" or "PII" means information about an Authorized User that can be used on its own or with other information to identify, contact, or locate a single individual that is provided to Renaissance in connection with providing the Products to the Customer including, but not limited to, the following:

- Any information that can be used to identify an individual, such as full name and date of birth;
- Any other information that is linked to an individual such as educational information.

For the avoidance of doubt, PII is a subset of Customer Data.

"Process, Processes, Processing" shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be the means by which Renaissance collects, uses, stores, discloses, or transfers Customer PII.

- 1.2 Compliance with Laws. Each Party shall comply with all Data Protection Legislation

applicable to it in its respective Processing of Customer PII under the Agreement.

- 1.3 Notices and Consents. Customer shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Authorized Users (or such Authorized User's parent or guardian, as applicable) (a) to allow Renaissance to Process the Customer PII and as otherwise described in the Agreement and (b) for Renaissance to Process the Customer PII as described herein and in the Notice of Renaissance's Practices Relating to Children's Online Privacy located [here](#) (collectively, the "Notices and Consents"). Customer represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users through the entire term of the Agreement.

- 1.4 Details of Processing. Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy located [here](#) sets out certain information regarding Renaissance's Processing of Customer PII of children under 13. For the purposes of this DPA, the Processing activities described in Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy also apply to Customer PII from Authorized Users of all ages. Customer acknowledges and agrees that Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy, including the Categories of Data Collected by Products available [here](#) is subject to change from time to time to remain current. Renaissance will not make material changes to the Notice of Renaissance's Practices Relating to Children's Online Privacy without prior notice to Customer.

- 1.5 Renaissance Obligations.

- a. Renaissance shall implement, maintain, and use reasonable technical and organizational measures that are designed to preserve the confidentiality and availability of all Customer PII Processed by Renaissance via the Products. Renaissance's technical and organizational measures, as set forth in Renaissance's Information Security Overview, are available upon request.

Customer has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Customer PII hereunder.

- b. Renaissance shall take reasonable steps to ensure the reliability and integrity of any employees who have access to the Customer PII and ensure that employees are under a duty of confidentiality with respect to their Processing of the Customer PII.
- c. Renaissance engages certain third-party entities to Process the Customer Data on Renaissance's behalf ("Sub-processors"). Renaissance shall enter into a written contract with each Sub-processor containing terms that offer substantially similar levels of data protection obligations and protection for Customer PII as those set out in this Section. Renaissance shall be liable for all acts and omissions of any Sub-processor to the extent Renaissance would be if they were Renaissance's acts or omissions. Customer consents to Renaissance engaging the Sub-processors for the purposes set forth in the Agreement. Customer acknowledges and agrees that the list of Sub-processors available [here](#) may be updated from time to time. Renaissance shall make reasonable effort to inform Customer of any changes to the Sub-processors by posting updates on its privacy hub available [here](#).
- d. If Renaissance becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Customer PII (a "Security Incident"), Renaissance shall inform Customer, within a reasonable amount of time, taking into account the timescales required by Data Protection Legislation, with respect to the Security Incident. Renaissance will provide reasonable information, cooperation, and updates of material developments to enable Customer to fulfill any data breach reporting obligations it may have under

cost and expense to the extent any Security Incidents were caused by Customer or its Authorized Users. Renaissance may take such other measures as it deems appropriate to mitigate the effects of the Security Incident.

- 1.6 Data Subject Inquiries. Customer shall be solely responsible for responding to and fulfilling any inquiries from Authorized Users and other data subjects (collectively, "Data Subjects") regarding their PII in connection with the Processing under this Agreement, including any requests to exercise their rights under applicable Data Protection Legislation, and Customer shall handle all Data Subject's inquiries in accordance with applicable Data Protection Legislation. Customer understands that Renaissance is not required to take any action in response to any requests from Data Subjects except to notify such Data Subjects to contact Customer. Authorized Users may review, obtain a copy of, and amend their own PII by contacting the Customer and following the Customer's procedures for amending PII. To the extent the Customer cannot obtain a copy of, delete, or amend the Customer PII directly within the Product, the Customer may contact Renaissance and Renaissance will provide a copy of, delete, or amend such Data Subject's PII in accordance with Customer's instructions. To the extent Customer is unable to directly service the Data Subject's request via functionality within the Products, and to the extent legally permitted, Customer shall be responsible for reasonable costs arising out of Renaissance's provision of assistance with Customer's Data Subject request. Customer shall indemnify, defend, and hold harmless Renaissance and its affiliates, subsidiaries, successors and assigns (and the officers, directors, employees, sublicensees, customers, and agents of Renaissance and its affiliates, subsidiaries, successors, and assigns), from and against any and all losses, demands, liabilities, damages, fines, settlements, expenses, and costs (including without limitation reasonable attorneys' fees and costs), arising from, in connection with, Renaissance complying with Customer's instructions under this Agreement.

- 1.7 Authorized Disclosure of Customer PII.

Renaissance may provide Customer PII to Third-Party Services or other entities to whom Customer requests Renaissance to provide Customer PII (e.g., State Board of Education). Customer shall make such a request to disclose Customer PII either (i) in writing; or (ii) via the Administrator Account (to the extent the functionality exists within the Product) by enabling the data sharing feature from within the Products (each an "Authorization"). Customer acknowledges and agrees that each Authorization will result in Customer electing, in its sole discretion, to transfer the Customer PII to the recipients that Customer selects ("Third-Party Services Recipients").

b. Customer warrants that an individual assigned to the Administrator Account shall be an individual or individuals elected by Customer to have sufficient authority to authorize the transfer of Customer PII to the Third-Party Services Recipients on behalf of the Customer.

c. Customer acknowledges that Customer Data may contain PII and may be subject to Data Protection Legislation. Customer will hold Renaissance harmless, and not liable in any way for disclosure of PII to the Third-Party Services Recipients under the terms of the Agreement.

d. Renaissance makes no warranty (a) that the use of the Customer PII by the Recipient is valid and in compliance with all applicable Data Protection Legislation and Customer's organization's policies or (b) that Customer PII will remain secure upon transfer to the Recipient and disclaims any responsibility for the transfer. Customer acknowledges that the Customer Data will be provided on as 'as is', "as available" basis.

1.8 **Data Retention.** Customer PII will be deleted within a reasonable amount of time after the data is no longer needed for the purpose for which it was collected, except that Renaissance may retain Customer PII as required by applicable legal requirements or as agreed by Customer.

1.9 **Renaissance Data.** Customer acknowledges and agrees that Renaissance may create Renaissance Data. In generating

Renaissance Data, Renaissance shall (a) take reasonable measures to ensure that such information cannot be associated with an Authorized User or a "consumer" or "household" (as defined in Data Protection Legislation), (b) publicly commit to maintain and use the information in deidentified form, and (c) not attempt to reidentify the information, except as permitted under Data Protection Legislation.

1.10 **Education Records.** As applicable, to the extent Renaissance has access to "Education Records" and "Personally Identifiable Information" (as those terms are defined in FERPA in connection with its provision of the Products: (a) Customer agrees that Renaissance has met the criteria for being a "School Official" with "Legitimate Educational Interests" (as those terms are used in FERPA) in such Education Records and Personally Identifiable Information; and (b) Renaissance agrees that such Education Records and Personally Identifiable Information will be used only for authorized purposes under the Agreement, and it will not redisclose such Education Records or Personally Identifiable Information except with Authorization from Customer and where such redisclosure is otherwise permitted under FERPA.

1.11 **Personal Information Collected from Children.** To the extent Renaissance collects Personal Information from a child under 13 in connection with its provision of the Products, (a) Renaissance agrees to limit its use of such Personal Information to the purposes authorized by Customer under the Agreement, and (b) Customer consents on behalf of parents or legal guardians to the collection, use, and disclosure of such Personal Information with respect to use of the Products as described in Renaissance's Notice of Renaissance's Practices Relating to Children's Online Privacy located [here](#).

1.12 **State Specific Privacy Addenda.** If applicable, the parties agree to the [State Specific Data Protection Addenda](#) for the applicable state(s).

1.13 **Updates to this DPA.** Notwithstanding anything to the contrary in the Agreement, Renaissance reserves the right to modify this DPA from time to time in its sole discretion and without Customer's prior consent ("Updated DPA"); provided, where required by applicable law, Renaissance shall obtain Customer's

consent to the Updated DPA. Customer agrees that any Updated DPA will be effective immediately upon Renaissance posting such Updated DPA on the privacy hub, unless Renaissance is required by applicable law to obtain Customer's consent, in which case, such Updated DPA will be effective immediately upon the provision of such consent. Renaissance will also endeavor to notify Customer of any material revision to this DPA at least 10 days prior to such revision coming into effect, using Customer's email address as set forth in the Quote.

2. **European Economic Area ("EEA") and United Kingdom ("UK").** With respect to Authorized Users located in the EEA or the UK the ["EEA/UK DPA"](#) shall apply.

3. **Other Countries.** With respect to Authorized Users located in **Canada, South Korea, Australia, the United Arab Emirates, the People's Republic of China** or other countries outside of the United States, EEA or UK, the [Global DPA](#) shall apply.

