DATA PRIVACY ADDENDUM

The provisions of this Data Privacy Addendum ("Addendum") apply to all contractors that will or may have access to student information. This Addendum is attached to and forms a part of the Agreement (the "Contract") dated _Apr 7, 2021_____, 2021, by and between **Thomas Maclaren State Charter School** ("School") and **2080 Media, Inc., dba PlayOn! Sports** ("Contractor"). The Addendum and the Contract are collectively referred to hereinafter as the "Agreement." This Addendum supersedes the Contract by modifying it as set forth herein. To the extent any such modification results in any conflict between the Contract and this Addendum, this Addendum shall govern and the conflicting terms of the Contract shall be of no force or effect.

In consideration of the mutual promises described in the Contract and this Addendum, the Parties agree to amend the Contract by adding the following:

1. **Compliance with State and Federal Law**
   All data sharing, use, and storage will be performed in accordance with the requirements of:
   - The Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA");
   - The Colorado Student Data Transparency and Security Act of 2016, C.R.S. § 22-16-101, *et seq.*; and
   - The Colorado Consumer Data Privacy Law of 2018, C.R.S. § 24-73-101 *et seq.*

2. **Definitions**

   2.1. "Student personally identifiable information" (SPII) means information that, alone or in combination, personally identifies an individual student or the student's parent or family. For the sake of clarity, Contractor's broadcasts of (a) student images; (b) student names; and (c) any other information provided by the School in the format of audio commentary in a broadcast shall not be considered a breach of security or a release of SPII.

   2.2. "Consent" means legally valid consent given either by the student's parent/guardian or by the student, if of age, who is the subject of the SPII.

3. **Authorized Use of SPII**

   3.1. Unless Contractor receives prior Consent, it shall collect, use, and share SPII only for the purposes authorized in the Agreement. Contractor shall ensure that only individuals who need access to SPII to complete the work described in the Agreement shall have such access. Further, Contractor shall ensure that, prior to any subcontractors having access to SPII, they are contractually bound to follow the terms of the Agreement. *See Section 8, below.* This provision is not intended to limit Contractor's internal only use of data in de-identified and/or aggregate format to develop Contractor's own products, which must be conducted in accordance with all State and Federal laws applicable to said use.

3.2. Contractor must obtain Consent before using SPII in a way that is materially inconsistent with its privacy policy, or materially inconsistent with the Agreement.

3.3. Contractor shall give clear notice to School before making material changes to its privacy policy for school services.

3.4. Contractor shall not:
   a. Sell SPII;
   b. Use or share SPII for targeted advertising to students; or
   c. Use SPII to create a personal student profile, unless this profile is created for purposes authorized in the Agreement, or is done with Consent.

4. Accessibility of SPII

4.1. Contractor agrees that it shall provide to School clear information, in language understandable to a layperson, regarding:
   a. The data elements of the SPII that it collects,
   b. Its learning purpose in collecting this SPII, and
   c. How it uses and shares this SPII.

4.2. This information must include all SPII, regardless of whether it is initially collected, or ultimately held, either individually or in the aggregate. School will then post this information on its website. Contractor shall update this information as necessary to maintain accuracy.

5. Correcting SPII

If School receives a correction request in accordance with the complaint policy mandated by C.R.S. § 22-16-112(1)(c), Contractor shall facilitate School's correction of any SPII.

6. Discovering Misuse of SPII

If Contractor discovers that its SPII has been misused or released without authorization, it shall notify School as soon as possible – but no later than 48 hours after discovery – regardless of whether the misuse or unauthorized release was the result of Contractor's material breach.

7. Acceptable Use of SPII

Contractor may use or disclose SPII to:
   a. Ensure legal or regulatory compliance;
   b. Take reasonable precautions against liability;
   c. Participate in the judicial process;
   d. Protect the safety of others on the Contractor's online service; and
   e. Investigate a matter of public safety.

If Contractor intends to use or disclose SPII for the reasons listed above, it shall notify School as far in advance as reasonably possible.

If Contractor has good cause to use or disclose SPII for the reasons listed above in this Section 7 prior to providing notice to School, then it shall notify School as soon as possible after such use or disclosure, but no later than two calendar days afterwards.

8. Subcontractors and Affiliates

Contractor may use or disclose SPII to a subcontractor only if Contractor contractually requires the subcontractor to comply with this Addendum. This same requirement applies to all other subcontractors or affiliates who receive the SPII as a result of the initial disclosure to the Contractor.

9. Destruction of SPII

9.1. During the term of the Agreement, if School requests destruction of SPII which was collected, generated, or inferred because of the Agreement, Contractor shall destroy the SPII as soon as practicable. Contractor, however, is not required to destroy the SPII if:

a. It obtains Consent to retain the SPII; or

b. If the student has transferred to another public school, and that school requests that the SPII be retained.

9.2. When Contractor no longer needs the SPII for the purposes specified in the Agreement, Contractor shall destroy all SPII collected, generated, or inferred as a result of the Agreement. Destruction shall occur no later than 30 calendar days after Contractor or School determines Contractor no longer needs the SPII.

10. SPII Security

10.1. Contractor shall maintain a comprehensive information security program – including administrative, technical, and physical safeguards – that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SPII. This security program must include reasonable security procedures and practices that are appropriate to (i) the nature of the SPII and (ii) the nature and size of School.

10.2. Contractor shall ensure that SPII is secured and encrypted during use, storage and/or transmission.

10.3. Contractor agrees that SPII will be stored on equipment or systems located domestically.

11. Failure to Comply with this Addendum

11.1. Notwithstanding any other provision in the Agreement, if Contractor or its subcontractor(s) commits a material breach of the Agreement involving the misuse or unauthorized release of SPII, School may terminate the Agreement without penalty.

11.2. School shall not enter into an agreement with Contractor if it refuses to comply with this Addendum's requirements. If Contractor fails to substantially comply with one or more of this Addendum's requirements in an existing agreement, School shall not renew that agreement.

12. Miscellaneous

12.1. Governing Law. This Addendum shall be governed in accordance with Colorado law, notwithstanding any choice of law rules to the contrary.

12.2. Venue. Any proceeding arising out of this Agreement, regardless of the type of relief sought, shall be brought solely in the federal court located in Colorado or the state court located in El Paso County of Colorado.

12.3. Immunities. School retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

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Thomas MacLaren State Charter School

Name: **Mary Faith Hall**

Title: Executive Director

Signature: *Mary Faith Hall*
Mary Faith Hall (Apr 7, 2021 12:56 MDT)

Date: Apr 7, 2021

PlayOn! Sports

Name: **Robert Rothberg**

Title: **Cheif Content Officer**

Signature: Robert Rothberg (Apr 7, 2021 14:54 EDT)

Date: Apr 7, 2021

CNDA - 2080 Media Inc - PlayOn! Sports

Final Audit Report   2021-04-07

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