

Nebraska

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Louisville Public Schools (the “**Local Education Agency**” or “**LEA**”) and Amplify Education, Inc. (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services may be also subject to several state laws in Nebraska. Specifically, those laws include Neb. Rev. Stat. Secs. 79-2,104; 79-2,153 to 79-2,155; 79-2, 539; 87-801 to 87-808; and 92 NAC 6; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-MO-NH-NY-OH-RI-VT-DPA, Modified Version 1.0** Data Privacy Agreement between the Provider and **Manchester School District** (“Originating LEA”) which is dated 08/23/2024 (“Originating DPA”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA:
 - a. In Article II, Section 5, add, “Specifically, any written agreement with a Subprocessor will: (1) prohibit the Subprocessor from using Student Data for any purpose other than providing the contracted service to or on behalf of the Provider; (2) prohibit the Subprocessor from disclosing any Student Data provided by the Provider with subsequent third parties for any purpose other than providing a contracted service to or on behalf of the Subprocessor; (3) and require the Subprocessor to implement and maintain reasonable security procedures and practices.”
 - b. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
 - c. In Article IV, Section 4, replace: “Provider will not Sell Student Data to any third party” with “Provider will not Sell or rent Student Data to any third party.
 - d. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
 - e. In Article V, Section 1 Data Storage: Nebraska does not require data to be stored within the United States.

3. Provider may, by signing the attached form of “General Offer of Privacy Terms” be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices.** All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Aaron Harnly Title: CTO

Address: 55 Washington Street, Suite 800, Brooklyn, NY 11201

Email: security@amplify.com Phone: (800) 823-1969

The designated representative for the LEA for this DPA is:

Nate Simons, Director of Technology/Esports Coach
Louisville Public Schools
202 W. 3rd St., Louisville, NE 68037
(402) 234-3585 ext. 240
nsimons@lpslions.org

Louisville Public Schools

By: Nate Simons

Date: 04/09/25

Printed Name: Nate Simons

Title/Position: Director of Technology

Amplify Education, Inc.

By: Catherine Mackay

Date: 04 / 04 / 2025

Printed Name: Catherine Mackay

Title/Position: President & COO

GENERAL OFFER OF PRIVACY TERMS (Exhibit E)

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Louisville Public Schools** ("Nebraska Originating LEA") which is dated __, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below.

This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Subscribing LEAs should send the signed Exhibit "E" to Provider at the following **email address**:
privacy@amplify.com.

Amplify Education, Inc.

BY: Catherine MacKay Date: 04 / 04 / 2025

Printed Name: Catherine Mackay Title/Position: President & COO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between **Louisville Public Schools** and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII of the Originating DPA. **

Subscribing LEA: (School District Name): _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____