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Introduction and Purpose

This Student Data Privacy Agreement ("Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210 ("Provider"), and Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA ("Client").

The main objective of this Agreement is to protect the privacy of student data. It also ensures compliance with relevant laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and applicable state-specific privacy laws.

Fostering Trust and Transparency

This Agreement aims to foster a relationship of trust between Provider and Client. This is achieved by clearly outlining data practices, student rights, and the security measures implemented to protect student data. By detailing how student data is collected, used, and secured, this agreement seeks to ensure transparency and accountability. This clarity builds confidence that student information is handled responsibly and in accordance with all applicable legal standards.

Definitions and Scope

Definitions

For the purposes of this Student Data Privacy Agreement, the following definitions shall apply:

- **Student Data:** This refers to personally identifiable information (PII), educational records, and metadata related to students. This includes, but is not limited to, names, addresses, grades, attendance records, and any other information that can be used to identify a student.
- Personal Information: This means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an







identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- Data Controller: This refers to DocuPal Demo, LLC, the entity that determines the purposes and means of the processing of personal data. DocuPal Demo, LLC is located at 23 Main St, Anytown, CA 90210, USA.
- ACME-1: Refers to Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Scope of Agreement

This Student Data Privacy Agreement governs the collection, storage, analysis, and transmission of student data by DocuPal Demo, LLC on behalf of Acme, Inc. It applies to all student data processed by DocuPal Demo, LLC, regardless of its format or location. The agreement outlines the data protection practices, rights, and security measures related to student data.

Data Collection and Usage Policies

Docupal Demo, LLC ("we," "us," or "our") outlines the following policies regarding the collection and usage of student data. We are committed to protecting the privacy of student information.

Data Collection

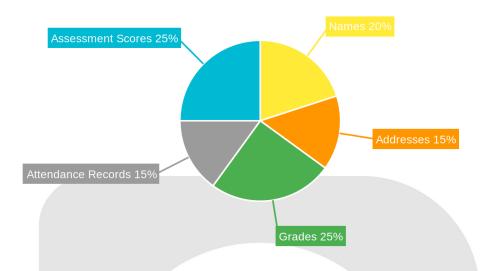
We collect specific categories of student data to effectively deliver educational services. This data includes:

- Names
- Addresses
- Grades
- Attendance records
- Assessment scores









Data Usage

The student data we collect is used for the following purposes:

- Providing Educational Services: Enabling access to learning materials and resources.
- Personalizing Learning Experiences: Tailoring educational content to meet individual student needs.
- Improving Platform Functionality: Analyzing data to enhance the performance and user experience of our platform.

Usage Restrictions

We adhere to strict restrictions regarding the use of student data. Under no circumstances will student data be used for marketing purposes. Furthermore, we will not sell student data to any third parties without obtaining explicit consent. Our commitment is to use student data solely for educational purposes and to protect student privacy.



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Consent and Parental Rights

ACME-1 obtains consent through explicit consent forms. These forms are given to parents or eligible students. We keep records of these consents. These records are stored securely.

Parental and Student Data Rights

Parents and students have rights regarding their data. These rights include the ability to:

- Access their data
- Review their data
- Correct their data
- Delete their data
- Revoke consent

Revoking Consent

Consent can be revoked. To revoke consent, a written request must be submitted to ACME-1. ACME-1 will verify the requestor's identity before processing the revocation. After verification, ACME-1 will proceed according to the request.

Data Security and Protection Measures

DocuPal Demo, LLC is committed to maintaining the security and confidentiality of student data. We employ robust technical, administrative, and physical safeguards designed to protect student data from unauthorized access, use, or disclosure.

Technical Safeguards

We use several technical measures to secure student data. These include:

- **Encryption:** All student data is encrypted both in transit and at rest, using industry-standard encryption protocols.
- **Firewalls:** We maintain firewalls to prevent unauthorized network access to systems containing student data.







- Intrusion Detection Systems: Our intrusion detection systems monitor network traffic for malicious activity and unauthorized access attempts.
- **Regular Security Audits:** We conduct regular security audits and penetration testing to identify and address vulnerabilities in our systems.

Access Controls

Access to student data is strictly controlled. We implement the following measures:

- Role-Based Access Controls: Access to student data is granted based on job responsibilities and roles. Only authorized personnel have access to specific data elements.
- Multi-Factor Authentication: Multi-factor authentication is required for all personnel accessing systems containing student data.
- Regular Access Reviews: We conduct regular access reviews to ensure that access privileges are appropriate and up-to-date.

Staff Training

All DocuPal Demo, LLC employees receive comprehensive training on data privacy and security. This includes:

- Annual Training: Annual training on data privacy laws, security protocols, and incident response procedures.
- Security Best Practices: Training on recognizing and avoiding phishing attacks, malware, and other security threats.
- **Incident Response:** Training on how to report and respond to security incidents.

Data Sharing and Third-Party Access

DocuPal Demo, LLC ("Company") may share student data with authorized third parties to support educational services. These third parties include educational software providers, data analytics services, and cloud storage vendors.







Conditions for Data Sharing

Data is only shared under specific conditions. Sharing occurs when it is essential for delivering and improving our services. We ensure third parties adhere to strict data protection standards. Confidentiality agreements are always in place. These agreements outline data usage, security measures, and compliance requirements.

Third-Party Compliance

We ensure third-party compliance through several methods. Contractual obligations are a primary tool. These contracts mandate adherence to privacy standards at least as rigorous as our own. Security assessments are performed to evaluate the third party's data protection infrastructure. Regular compliance audits are also conducted. These audits verify ongoing adherence to agreed-upon terms and applicable laws. We also require third parties to notify us promptly of any data breaches or security incidents. Our agreements specify the actions they must take to mitigate harm and cooperate with investigations.

Data Retention and Deletion

Student data will be kept only as long as needed to fulfill the purposes described in this Agreement. We may also retain data as required by law.

Data Retention Durations

We retain student data for the following periods:

- **Active Educational Use:** Data is retained while the student is actively enrolled in and using our services.
- **Legal and Regulatory Compliance:** Data may be retained longer if required by law or regulation.
- Research Purposes: Anonymized data may be retained for research purposes.

Data Deletion Policies

Student data will be deleted under these circumstances:

• When no longer needed: When the data is no longer necessary to provide educational services.







- **Upon parental request:** When a parent requests deletion of their child's data, subject to legal limitations.
- As required by law: When deletion is mandated by applicable laws or regulations.

Data Breach Notification and Response

Docupal Demo, LLC is committed to protecting student data. This section outlines our procedures for addressing data breaches. A data breach is defined as any unauthorized access, disclosure, loss, or alteration of student data.

Breach Detection and Reporting

We use security monitoring tools to detect breaches. Anomaly detection systems also help identify unusual activity. Employees are trained to report any suspected breaches immediately.

Notification Protocol

Upon detection of a data breach, Docupal Demo, LLC will immediately notify Acme, Inc. We will also notify affected parties. This notification will occur within 72 hours of detection. The notification will include details of the breach. It will also include steps taken to mitigate the impact.

Mitigation and Remediation

Docupal Demo, LLC will take immediate steps to contain and remediate any data breach. This includes securing affected systems. It also includes investigating the cause of the breach. We will also implement measures to prevent future occurrences. We will cooperate fully with Acme, Inc. in all investigations and remediation efforts.

Rights of Students and Parents

ACME-1 recognizes the rights of students and their parents regarding personal data. These rights are protected under applicable laws and regulations.







Access to Data

Students and parents have the right to access student's personal data held by ACME-1. Access is limited based on job function and need-to-know principles to protect data integrity.

Correction of Inaccuracies

If a student or parent believes there is an inaccuracy in the student's data, they can request a correction. A written request must be submitted to ACME-1, including supporting documentation that clearly identifies the inaccuracy and the correct information.

Privacy Complaints

ACME-1 has a formal process for addressing privacy complaints. Students and parents can submit complaints regarding the handling of student data. ACME-1's privacy officer manages this process and will investigate and respond to complaints in a timely manner.

Contact Information and Support

For any questions or concerns regarding student data privacy under this agreement, please use the contact information below.

Privacy Inquiries

Acme, Inc has designated a privacy officer to address all data privacy matters. You can reach them by sending a detailed inquiry to:

privacy@acme.com

Support Resources

ACME-1 provides several resources to assist you:

- FAQs: Answers to common questions.
- **Tutorials:** Step-by-step guides.
- Dedicated Support Team: Available to provide direct assistance.







