



DATA PROTECTION AGREEMENT

This Data Protection Agreement (the “**DPA**”) by and between the school district or other Educational agency named on page 7 of this Agreement (the “**School District**”) and Khan Academy, Inc. (“**Khan Academy**”), is incorporated into and forms a part of the Khan Academy Terms of Service. Certain provisions specific to Schools located in New York State that are subject to New York Education Law § 2-d are set forth in the Addendum attached to and made part of this DPA.

This DPA is entered into between Khan Academy and the School District in order to assist the School District in the discharge of its duties to protect Personally identifiable information (as defined New York Education Law § 2-d) in student educational records as required by applicable law. The Terms of Service and this DPA are collectively referred to hereinafter as the “**Agreement.**” With respect to the treatment of Student data, to the extent the terms in this DPA conflict with the Terms of Service, the DPA will govern to the extent of the conflict. All other provisions of the Terms of Service or any other agreement shall remain in effect, including, without limitation, any license rights, limitation of liability, or indemnification provisions. Terms which are not defined herein have the meaning assigned in the Terms of Service.

The parties agree as follows:

Nature of Services Provided. Pursuant to the Terms of Service, Khan Academy will provide access to and use of the Khan Academy website, mobile application and related services (collectively, the “**Service**”) to Students (as defined in New York Education Law § 2-d “**Students**”) and School personnel for educational activities under the direction of the School District.

Student Records. In the course of providing the Service, Khan Academy may collect or have access to Student Records. “**Student Records**” are information relating to a student which is Personally identifiable, or which is linked to Personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by a student or by the School District, or (ii) collected by Khan Academy, during the provision of the Service to the School District pursuant to this Agreement. Student Records include Student data, as defined New York Education Law § 2-d. Student Records shall not include information a Student or other individual may provide to Khan Academy independent of the Student’s engagement in the Service at the direction of the School District.

As between the parties, the School District, Parent or Student owns and controls all right, title and interest to all Student Records.

To be sure that personal information of Student Users is properly designated as “Student Records,” Student User accounts must be (1) created by the School District, (for example, when a teacher creates the user name, login and password to establish School User accounts, or when the teacher rosters a class using Google Classroom, Clever, or similar single sign-on service), or (2) created by a School User at the direction of a School, in each case, using a School email address and associated with a School’s class on the Service. User accounts created with a personal email address will not be Student Records but will remain subject to the privacy protections set out in the Khan Academy Privacy Policy. School District is solely responsible for ensuring the creation of Student User complies with these requirements.

Use of Student Records. Khan Academy shall use Student Records solely for the purpose of (i) providing and supporting the Service; (ii) adaptive and/or customizing student learning; (iii) maintaining, developing, supporting, improving, or diagnosing its sites, services, or applications as permitted by applicable law; (iv) as otherwise contemplated by the Agreement, and (v) as permitted with the consent of the Parent, Student or the School District, provided, however, that nothing in this Agreement shall prohibit the Student’s ability to save or maintain control over information associated with the Student’s account (including, for example, activity and achievement history) by establishing or converting the account to a personal account on the Khan Academy Service or by transferring, sharing, or linking such information to a personal account.

Prohibited Use of Student Records. Khan Academy shall not:

- a. Use Student Records for any purpose other than as explicitly specified in this Agreement, as directed by the School District and/or as otherwise legally permissible, including, without limitation, for adaptive learning or customized student learning;
- b. Sell, rent transfer, share or otherwise provide Student Records to any third party without the consent of the School District, Parent or Eligible student, except as permitted by this Agreement or permitted by applicable law;
- c. Use or disclose Student Records collected through the Service (whether personal information or otherwise) for behavioral targeting of advertisements to Students.
- d. Use Student Records to amass a profile of a Student other than for the purpose of supporting an educational purpose or as authorized by the School District or a Parent; or

- e. Use Student Records in a materially different manner than as described in this Agreement and in the Khan Academy Privacy Policy.

Disclosure of Student Records. Khan Academy shall disclose Student Records only for the purpose of providing and supporting the educational Service; at the direction of the Student, Parent or School District; as required or permitted by law and as otherwise provided in this Agreement. For clarity, **certain aspects of Student Records, such as a user name or profile information, may be shared with or visible to other users, School Personnel or the public through the Service.** For example, if a School User posts content in the discussion forums, the School User's user name and profile information will be visible to others. Please contact Khan Academy if you have questions about controlling account settings to restrict the visibility of information on the Service.

In addition, the types of individuals and organizations to which Khan Academy may disclose Student Records could include:

- Third party organizations to jointly provide an educational service. From time to time, Khan Academy may partner with third party organizations to jointly provide an educational service. Khan Academy will not share any personal information with these partners without consent of, and at the direction of, a Student, Parent or the School District, and in accordance with applicable law.
- Third party service providers which provide services to a School District. Khan Academy may share Student Records with third party service providers, such as providers of single-sign-on authentication services or learning management services (LMS), but only at the direction of a School District.
- To Khan Academy contractors and service providers. Khan Academy may provide Student Records to its employees and to certain third party service providers, such as data hosting or analytics providers, that have a legitimate need to access such information in order to provide their services to Khan Academy, subject to contractual obligations to maintain the confidentiality of such data to the same extent as provided in this Data Protection Agreement.
- Khan Academy may release personal information if we have a good faith belief that disclosure is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce our Terms of Service (c) investigate and defend ourselves against any third-party claims or allegations; (d) detect,

prevent or otherwise address fraud, security or technical issues; (e) protect the rights, property, or personal safety of Khan Academy, our users, or the public.

- For the Official SAT Practice course, the user may elect to link their Khan Academy account to their account at College Board. Linking of accounts is optional. If the user links their Khan Academy account to their College Board account, College Board will share the user's most recent PSAT/SAT score with Khan Academy, and Khan Academy will share the user's SAT practice activity with College Board. Khan Academy will use the test score data to provide a personalized learning plan for SAT prep, and then will delete the score data. Khan Academy and College Board use the practice activity data to inform product development for the Official SAT Practice course.

Use of De-Identified or Anonymized Data. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Khan Academy, both during and after the term of the Agreement, from collecting or analyzing data derived from Student Records, as well as data about users' access and use of the Service, for purposes of operating, analyzing, improving, marketing or demonstrating the effectiveness of the Service, developing and improving educational sites, services, or applications, conducting research, or any other purpose, provided that Khan Academy may not (i) use Student Records for purposes unrelated to providing the Service or (ii) share or publicly disclose information that is derived from Student Records, unless the data is de-identified and/or aggregated such that the information does not reasonably identify a specific individual, or as otherwise provided in this Agreement.

Program communications. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Khan Academy from providing Program communications relating to the Service. "**Program communications**" means in-app or emailed prompts, messages and content relating to use of the Service or Website, including onboarding and orientation, prompts for students to complete, or teachers to assign, exercises, periodic activity reports, suggestions for additional learning activities on the Website, service updates (for example, new features or content), special or additional programs (such as Learnstorm or test prep) offered through the Website and information regarding programs designed to empower Parents and Students to further their education (enrichment activities, scholarships, college search). Certain programs may be offered only with the approval of the School District or the Parent, in accordance with applicable law.

Security. Khan Academy will implement administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Personally identifiable student

information in its custody. Such safeguards shall include encryption and firewalls, employee training and education initiatives, vendor management, strong password policies and protections, and other data security protections. In the event of an unauthorized disclosure of Student Records, Khan Academy will take steps to investigate the incident and, where legally required by law, will notify the School District or the affected Parent, or Eligible student, as appropriate.

Access to Student Records by School. Depending on the manner in which Khan Academy is used by the School, Khan Academy may provide access to certain Student Records and summarized or consolidated Student account usage data (“Student Analytics”) to the School for the purpose of monitoring student usage and activity and evaluating the effectiveness of the School’s use of the Service. Student Analytics may only be available for Student accounts using a School email address or login and which are associated with a School’s teacher or coach. Contact Khan Academy if you have questions about setting up School accounts in order to gain access to Student Analytics.

Data Sharing for Research Purposes. Khan Academy and a School District may mutually agree to share data for the purpose of conducting pedagogical research, efficacy studies and similar analyses, including joint research (“Research Activities”). In connection with Research Activities, the School District may provide Khan Academy with certain end-user data (in aggregate or de-identified form only), and Khan Academy may provide supplemental data and analyses to the School District. The parties may elect to enter into a supplemental agreement (or amendment to this agreement) with respect to provision and use of Student Analytics and/or data sharing referred to in this paragraph.

Use of Supplemental Data Provided by Khan Academy. School District agrees that (i) Khan Academy owns all right, title and interest in and to Student Analytics and data provided by Khan Academy for Research Activities, (ii) the School District will use all such data only for the School District’s internal uses relating to its research, development and reporting needs, and (iii) the School District will not sell, transfer or otherwise convey, disclose to third parties, or publicize Student Analytics, data provided by Khan Academy for Research Activities, or performance data (including research findings) attributable to use of Khan Academy, without Khan Academy’s prior written approval.

Student Record Access and Retention. Khan Academy shall establish reasonable procedures by which a Parent or student may review Personally identifiable information on the Students’ records and correct erroneous information. Khan Academy may not be able to respond to

requests to revise or delete information in all circumstances and may direct certain requests to the School District as needed. Upon request from the School District or otherwise within reasonable period of time following our receipt of the School District's notice of termination of the Agreement, Khan Academy shall delete or de-identify Student Records, except for where data is aggregated and de-identified or a Student chooses to establish or maintain a personal account with Khan Academy, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.

Compliance with Laws. We understand it is important to schools that their use of the Khan Academy Service complies with their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), and other privacy laws and regulations. This Data Protection Agreement and our Service are designed to help Schools protect personal information from students' educational records as required by FERPA, and Khan Academy agrees to collect and disclose Student Records only as described herein. Both parties agree to uphold their responsibilities under the Children's Online Privacy and Protection Act ("COPPA"). The School District is responsible for Parent consent and notification requirements as set forth in the Terms of Service. The School District understands that Khan Academy relies on the School District to (i) provide appropriate consent and authorization for a student under 13 to use the Service and for Khan Academy to collect personal information from such student, as permitted by COPPA, and (ii) comply with FERPA requirements regarding the disclosure of any Student Data that will be shared with Khan Academy and FERPA Parental consent requirements (including by complying with conditions for an applicable exemption).

Notices. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission to the designated email addresses specified herein or first class mail, postage prepaid, sent to the address for notice set forth below each party's signature below.

Term and Termination. This Agreement will become effective upon execution by both of the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at schoolpartnerships@khanacademy.org or Khan Academy provides written notice of termination to the School District by contacting it at the address for notice set forth in this Agreement. The terms of this Agreement will remain in effect as to all Personally identifiable information and School Records provided to Khan Academy prior to termination.

Signatures. Each person signing this Agreement and any purchase order or other contract for services governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective party.

Khan Academy, Inc.

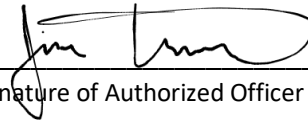
School District

Brewster Central School District

School District Name

Catherine Wang

Signature



Signature of Authorized Officer

Name: Catherine Wang

Name: Jim Treloar

Title: VP Marketing & Partnerships

Title: Director of Technology & Innovation

Date: 1/4/2021

Date: 01/04/21

Notice information for Khan Academy

Notice information for School District

Email:
schoolpartnerships@khanacademy.org

Email*:
jtrelor@brewsterschools.org

*Required

NEW YORK STATE ADDENDUM

(Applicable to Schools located in New York State
that are subject to New York Education Law § 2-d)

This Addendum applies to the use of the Service by Schools and Educational agencies located in the State of New York, and is incorporated into and forms a part of the Khan Academy Terms of Service and Data Protection Agreement (collectively, along with this Addendum, the “Agreement”). This Addendum includes information required to be included in contracts with Third party contractors in accordance with New York Education Law § 2-d. This Addendum incorporates by reference the definitions set forth in New York Education Law § 2-d.

1. The term "School District," as used in the DPA, applies to Educational agencies. It is Khan Academy's practice to enter into DPAs at the school district or department level, rather than with individual Schools.
2. In accordance with New York Education Law § 2-d(3)(b) requirements for Third party contractors, the NY State Parents Bill of Rights is included as Exhibit 1.
3. Supplemental information for Parents setting forth information required under New York Education Law § 2-d(3)(c) is provided in Exhibit 2.
4. In accordance with New York Education Law § 2-d(5)(e), Khan Academy's Data Security and Privacy Plan is set forth herein as Exhibit 3.
5. The School District is responsible for determining whether the terms of this Agreement satisfies the School District's data security and privacy requirements for Third party contractors. The School District agrees that it will notify Khan Academy of any additional or conflicting requirements for Third party contractors included in the School District's data security and privacy policy. Any additional or different terms of any School District data security and privacy policy will not be considered part of the school district's data security and privacy policy for purposes of the Agreement unless Khan Academy has (i) received notice of the policy terms and (ii) expressly accepted such terms in writing.

EXHIBIT 1

New York State Parents' Bill of Rights

under

New York Education Law § 2-d

In accordance with New York Education Law Section 2-d and its implementing regulations, set forth below is the Parents Bill of Rights and supplemental information regarding Khan Academy Services:

- (1) A student's Personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of Personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, that must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at the following website at www.nysed.gov/student-data-privacy/student-data-inventory and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website at www.nysed.gov/student-data-privacy/form/report-improper-disclosure.

EXHIBIT 2

Supplemental Information to Parents Bill of Rights

The following supplemental information describes Khan Academy's services and procedures for processing Student data.

About Khan Academy

Khan Academy, Inc., is a nonprofit organization with a mission to provide a free, world-class education for anyone, anywhere. Through our free web site located at <http://khanacademy.org> (the "**Website**"), mobile application and related services (collectively, the "**Service**"), we provide educational content and services to individual learners, parents, teachers and Schools.

Khan Academy provides features and tools that allow teachers or School personnel to work with Students in order to provide them with tutorial, educational and other education-related services. Each Student, and each teacher, leader, aide, or other similar personnel ("**School Personnel**") enrolled in the Service is registered with an individual account on the Website. Accounts may be used for work in the classroom or for at-home learning. Parents may establish Parent accounts to view their child's progress and assist them with at-home learning.

Khan Academy understands how important privacy is to our learners, their families and Schools, and we are committed to creating a safe and secure environment for learners of all ages. The Khan Academy Privacy Policy is available on the Website.

Use of Personal Data

Khan Academy will use Student data in order to provide access to and use of Khan Academy's Services as set forth the School District's agreement with Khan Academy (the "**Agreement**"), including (i) to provide Students with individual Website accounts; (ii) to provide adaptive and/or customized student learning features of the Service and educational programs offered through the Service; (iii) to allow School Personnel, and Parents and coaches associated with Students, to review and evaluate Student educational achievement and progress on the Service; and (iv) to communicate with users regarding use of the Service and provide information regarding educational and enrichment programs. Certain programs may be offered only with the approval of the School District or the Parent, in accordance with applicable laws.

Khan Academy will not sell or disclose Student data to any third party for any Commercial or Marketing Purpose.

Khan Academy will implement administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of personally identifiable Student data in its custody.

Data Sharing

In order to provide the Service, Khan Academy may share Student data with its employees, contractors and Third party service providers (such as providers of data hosting, analytics, customer support and communications services) and program partners that have a legitimate need to access such information in order to provide their services to Khan Academy. Khan Academy requires its employees, contractors and Third party service providers to agree to abide by applicable data protection and security requirements, including restrictions on use of Personally identifiable information and compliance with applicable laws and regulations regarding data privacy.

Transfer or Disposal of Data

The Agreement will remain in effect unless and until the School District provides written notice of termination to Khan Academy or Khan Academy provides written notice of termination to the School District. Individual user accounts will remain in effect unless and until the School District or School Personnel instructs Khan Academy to delete the accounts, or the Parent or Student takes action to delete the account.

Prior to terminating School Accounts at the direction of the School District or its personnel, Khan Academy may (but is not required to) invite Students or Parents to establish a personal account for purposes of retaining any content generated or provided by the Student (including the Student's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including by obtaining Parent consent where required by applicable law.

Upon deletion of an Account, Student data received by Khan Academy will be either: (a) retained in a personal account; (b) de-identified; or (c) deleted from Khan Academy's computer systems.

Parent information rights

Student data held by Khan Academy is accessible in the Student's account profile, and may be viewed by the Student or Parent at any time in the Student's account. Parents may elect to open a free Parent account associated with their Student's account on the Website, and will be able to view and correct the Student's account profile information and view their account activity through the Parent account. Data that is accessible in the account is limited to basic account data (such as username, password, birthdate) and information regarding Khan Academy usage data (such as videos watched and exercises completed); it does not include school data such as test scores, grades or attendance records.

If Khan Academy receives a request from a Parent requesting correction of Student data collected by Khan Academy or its subcontractors, Khan Academy will either (i) directly assist the Parent or guardian with respect to their request to correct Student data held by Khan Academy, (ii) direct their request to the Student's teacher or School for resolution by the School or (iii) request that the Parent direct their request to the Student's teacher or School for resolution by the School.

Data storage and use of encryption

Khan Academy's safeguards to protect Student data include use of encryption technologies to protect data both in transit and at rest:

Encryption of data in transit. Khan Academy employs industry standard encryption technology to protect information and data transmitted over the internet or other public network

Data storage and server hosting. Khan Academy utilizes leading secure cloud service providers, and we rely on them for server and datacenter security. The Website is hosted on Google AppEngine as a part of Google Cloud Platform (GCP). All data on GCP is encrypted at rest in accordance with Google's security practices.

EXHIBIT 3

Data Security and Privacy Plan under New York Education Law § 2-d

In accordance with New York Education Law § 2-d(5)(e), set forth below is Khan Academy's Data Security and Privacy Plan for Student data obtained in the course of providing its Service for School use.

This Data Security and Privacy Plan outlines how Khan Academy will implement safeguards to protect the security and privacy of Student data, consistent with the requirements of applicable law, including New York Education Law § 2-d, FERPA and COPPA.

Use of Student Data

Student data will be used exclusively for providing the Service and related purposes described in the Agreement, including fulfilling School District data requests or as otherwise directed or approved by the School District.

Khan Academy does not obtain Teacher or principal data, as defined in New York Education Law § 2-d, in the course of providing its Service. Khan Academy does not authorize use of the Service in performance reviews of classroom teachers or principals.

Safeguards to Protect Data

Khan Academy employs administrative, operational, and technical safeguards to protect Personally identifiable information from unauthorized access, disclosure, use or acquisition by an unauthorized person, including when transmitting and storing such information. These safeguards include:

Technical Safeguards.

Encryption of data in transit. Khan Academy employs industry standard encryption technology to protect information and data transmitted over the internet or other public networks.

Data storage and server hosting. Khan Academy utilizes leading secure cloud service providers, and we rely on them for server and datacenter security. The Website is hosted on Google AppEngine as a part of Google Cloud Platform (GCP). All data on GCP is encrypted at rest in accordance with Google's security practices.

Data access control. Khan Academy uses role-based security architecture and requires users of the system to be identified and authenticated prior to the use of any system resources or user data. Asset owners are responsible for granting access based on the users' role, and access is reviewed periodically.

Software development lifecycle. Khan Academy maintains documented software development lifecycle policies and procedures to guide personnel in documenting and implementing application and infrastructure changes. We follow NIST and OWASP best practices and recommendations in the course of our product development.

.Administrative Safeguards

Risk management. Khan Academy employs a cross-functional risk management process to identify and manage strategic, operational and compliance risks. A variety of methods are used to assess and manage risk, including policies, procedures, and use of industry standard tools to monitor and protect data and systems.

Third party service providers. In order to provide our service, we engage certain parties to provide services such as server and data hosting, email delivery, customer service support, analytics and communication tools and services. We review third party service provider security controls, privacy and data protection policies, and contract terms upon initial engagement and periodically thereafter. Third party service providers are required to enter into written agreements whereby they agree to protect the security, privacy and confidentiality of personal and confidential information shared in the context of the services relationship.

Background checks. Khan Academy employees are screened with background checks prior to their employment with us.

Staff training. Our employees are required to complete privacy and information security awareness training upon hire and periodically thereafter. Personnel are required to acknowledge and agree to our written information security policy and our employee handbook which, among other things, highlights our commitment to keep Student data and confidential information secure.

Employee use of equipment and tools. Laptops issued to our employees for work purposes are managed to ensure that they are properly configured, regularly updated, and tracked. Our default configuration includes full-disk encryption of hard drives, on-device threat detection and reporting capabilities, and lock when idle for a specified amount of time. All laptops are securely wiped following NIST guidelines before we re-issue or dispose of them. All employees are required to use multi-factor authentication and strong passwords following NIST guidelines to access Khan Academy resources.

Vulnerability management. Khan Academy uses a variety of tools, practices and procedures to monitor and protect our data and systems. Khan Academy maintains a confidential vulnerability disclosure program that fields reports from security researchers, and reports are promptly triaged, prioritized and addressed according to their severity.

Incident response. Incident response policies and procedures are in place to guide personnel in reporting and responding to information technology incidents. Procedures exist to identify, report, and act upon system security breaches and other incidents.

Security Incident Notification. Khan Academy's incident response procedures include procedures to provide prompt notification regarding security incidents as required by applicable laws, including a description of the security incident based on available information, and contact information for the Khan Academy representative(s) who will be available to assist the School District. To the extent that the incident triggers third party notice requirements under applicable laws, Khan Academy will either provide direct notification to affected persons or assist the School District in providing such notifications to affected School users. Nothing in the Agreement restricts Khan Academy's ability to provide separate breach notifications to its customers, including parents and other individuals with Website accounts.

Physical security.

Access to Khan Academy's headquarters office is restricted to authorized personnel and visitors. All external entrances are locked and require badge access. Visitors must check in at the front desk, sign in using an electronic sign-in system, wear a visitor badge and be accompanied by their host during the visit.

Rights to Challenge Accuracy of Information Held

Supplemental information for Parents is included in Exhibit 2. The supplemental information includes information regarding how a Parent may challenge the accuracy of Student data that is collected by Khan Academy.

A Parent, Student, eligible student, teacher or principal may challenge the accuracy of the student data that is collected by Khan Academy by notice to Khan Academy (choose "Report a problem" in Khan Academy's Help Center) or send an email to privacy@khanacademy.org. Teachers or principals may also submit notices to schoolpartnerships@khanacademy.org.

In the event that Khan Academy refers a Parent, Student or Eligible student request to review or correct education records to the School District, the School District will follow the necessary and proper procedures under the Family Educational Rights and Privacy Act (FERPA) and New York Education Law §2-d. The School District will provide Khan Academy with the name and contact information (including email) of the School District's representative that will be responsible for responding to any such request. Khan Academy will respond in a reasonably timely manner to the School District's request for assistance with any request to view or correct Student data held by Khan Academy, consistent with the functionality of the Services.

Deletion or transfer upon termination of accounts

Services will be provided until either party terminates the Service. School Personnel may terminate the Services individually and/or with respect to School Accounts created by such School Personnel by contacting Khan Academy at schoolpartnerships@khanacademy.org. Khan Academy will dispose of Student accounts and Personally identifiable information contained in Student accounts within a reasonable time period following a written request from the School

District, as described below, subject to Khan Academy's ability to retain data in a personal account (described in Exhibit 2 - Transfer or Disposal of Data).

If no written request or termination notice is received, Khan Academy accounts will remain open and available for use by the School District and/or account holder. Individual user accounts may be deleted by the account holder or, in the case of a Child User, by the Parent, using the account management features in the account settings. Khan Academy may also dispose of accounts or Personally identifiable information contained in accounts (a) when no longer needed for the purpose for which it was obtained, (b) upon request of a Parent or Student or (c) as required by applicable law.

Absent an agreement between Khan Academy and the School District, Personally identifiable information will be disposed of rather than returned to the School District, except that if a Student chooses to establish or maintain a personal account with Khan Academy, Personally identifiable information required to establish the account and maintain the content will be retained. Methods of disposition include erasing any Personally identifiable information contained in Student Data or permanently encrypting or otherwise modifying the Personally identifiable information contained in Student data to make it unreadable or indecipherable, de-identified or anonymized. The duty to dispose of Student Data shall not extend to data that has been rendered unreadable or indecipherable, de-identified or anonymized.