

**Exhibit A**  
**Intuit Data Protection Addendum**

1. **United States** With respect to Users in the United States, the following provisions shall apply:
  - 1.1 Definitions

Capitalized words used in this Data Protection Addendum that are not expressly defined in this Data Protection Addendum have the meaning set forth in the Agreement.

    - a. **“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 Personal Data.
    - b. **“Process”** 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 how Intuit collects, uses, stores, discloses, or transfers Personal Data.
  - 1.2 Compliance with Laws; Roles. Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement. For purposes of this Agreement and as between the Parties, Customer is the controller of the Personal Data and Intuit is the processor of such data.
  - 1.3 Notices and Consents. Customer shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Users to allow Intuit to Process the Personal Data to provide the Platform and the Services and as otherwise described in the Agreement, including in this Data Protection Addendum (the **“Notices and Consents”**). Customer represents and warrants that it has obtained and will maintain the Notices and Consents for all Users through the entire term of the Agreement.
  - 1.4 Details of Processing.

Personal Data will be Processed for the purposes set forth in the Agreement and Exhibit A.
  - 1.5 Intuit Obligations.
    - a. Intuit shall implement and maintain reasonable administrative, technical, and organizational measures that are designed to preserve the confidentiality and availability of all Personal Data Processed by Intuit via the Platform. Intuit’s technical and organizational measures, as set forth in Intuit’s Information Security Policy are available upon request and may be updated from time to time. Customer has reviewed such measures and agrees that the measures are appropriate considering the state of the art, the costs of implementation, nature, scope, context, and purposes of the processing of Personal Data hereunder.
  - b. Intuit shall take reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that employees are under a duty of confidentiality with respect to their Processing of the Personal Data.
  - c. Intuit engages certain third-party entities to Process the Customer Data on Intuit’s behalf (**“Sub-processors”**). Intuit shall enter into a written contract with each Sub-processor containing terms that offer substantially similar levels of data protection obligations and protection for Personal Data as those set out in this Section. Intuit shall be liable for all acts and omissions of any Sub-processor to the same extent Intuit would be if they were Intuit’s acts or omissions. Customer consents to Intuit engaging the Sub-processors for the purposes set forth in the Agreement.
  - d. If Intuit becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data (a **“Security Incident”**), Intuit shall inform Customer, within a reasonable amount of time, considering the timescales required by Data Protection Legislation, with respect to the Security Incident. Intuit will provide reasonable information, cooperation, and updates of material developments to enable Customer to fulfill any data breach reporting obligations it may have under Data Protection Legislation. However, Intuit’s provision of information and cooperation shall be at Customer’s cost and expense to the extent any Security Incidents were caused by Customer or its Users. Intuit 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 Users and other data subjects, including parents and legal guardians of Users where the User is a student of Customer (collectively, **“Data Subjects”**), regarding their Personal Data in connection with the Processing under the Agreement, including any requests to exercise their rights under applicable Data Protection Legislation, and Customer shall handle all Data Subject inquiries in accordance with applicable Data Protection Legislation. Customer understands that Intuit is not required to take any action in response to any requests

from Data Subjects except to notify such Data Subjects to contact Customer. To the extent Customer cannot obtain a copy of, delete, or amend the Personal Data directly within the Platform, Customer may contact Intuit and Intuit, with Customer's express written permission and provided Customer has obtained the appropriate consent from the applicable Data Subject, will provide a copy of, delete, or amend such Data Subject's Personal Data in accordance with Customer's instructions. To the extent legally permitted, Customer shall be responsible for reasonable costs arising out of Intuit's provision of assistance with Customer's Data Subject requests. Customer shall indemnify, defend, and hold harmless Intuit and its affiliates, subsidiaries, successors and assigns (and the officers, directors, employees, sublicensees, customers, and agents of Intuit 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, Intuit complying with Customer's instructions under this Agreement.

1.7 Data Retention. Intuit will delete Personal Data within a reasonable amount of time after the termination or expiration of the Agreement, except that Intuit may retain Personal Data as required by applicable legal requirements or as agreed by Customer.

1.8 Intuit Data. Customer acknowledges and agrees that Intuit may create and derive performance, system, operational data, Aggregated Data and De-Identified Data from Processing related to the Agreement. In generating such data, Intuit shall (a) take reasonable measures to ensure that such information cannot be associated with a User or a "consumer" or "household" (as defined in Data Protection Legislation), (b) publicly commit to maintain and use the information in aggregated or de-identified form, and (c) not attempt to

re-identify the information, except as permitted under Data Protection Legislation.

1.9 Education Records. As applicable, to the extent Intuit has access to "Education Records" and "Personally Identifiable Information" (as those terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA")) in connection with its provision of the Products: (a) Customer agrees that Intuit 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) Intuit 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.

1.10 State Specific Privacy Addenda. If applicable, the Parties agree to the State Specific Data Protection Addenda set forth in Exhibit B.

1.11 Updates to this DPA. Notwithstanding anything to the contrary in the Agreement, Intuit reserves the right to modify this DPA from time to time in its sole discretion and without Customer's prior consent except where required by applicable law ("**Updated DPA**"). Customer agrees that any Updated DPA will be effective immediately upon Intuit emailing the Updated DPA to Customer, unless Intuit 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. Intuit will also endeavor to notify Customer of any material revision to this DPA at least ten (10) days prior to such revision coming into effect, using Customer's email address as set forth in the Cover Page of the Services Agreement.

## Exhibit B

### California State Specific Addenda

With respect to Pupil Records (as defined in Cal. Educ. Code § 49073.1) that Intuit processes on behalf of a Customer in California, the following provisions shall apply to the extent required by applicable law:

1. Pupil Records that Intuit processes on behalf of Customer are the property of and under the control of Customer, including User-Generated Content.
2. Intuit shall limit its use of Pupil Records to those purposes specified in the Agreement and the Data Protection Addendum.
3. Procedures for the review and correction of Pupil Records shall be in accordance with the Data Protection Addendum.
4. Intuit shall implement, maintain, and use reasonable measures to ensure the security and confidentiality of Pupil Records as specified in the Data Protection Addendum.
5. Procedures for notification in the event of unauthorized disclosure of Pupil Records shall be in accordance with the terms of the Data Protection Addendum.
6. Intuit certifies that retention of Pupil Records shall be limited in accordance with the terms of the Data Protection Addendum.
7. Intuit's and Customer's access to and use of Education Records and Personally Identifiable Information (as defined in FERPA) shall be subject to the terms of the Data Protection Addendum.
8. Intuit shall not use Personal Data in Pupil Records to engage in targeted advertising.