

## Data Processing Agreement

THIS Data Processing Agreement (“DPA”) dated 5/5/2021 (the “Effective Date”) is between Intrado Interactive Services Corporation on its own behalf and on behalf of its Affiliates (“Intrado”) and Chester-East Lincoln CCSD #61 (“Customer”) and is entered into in accordance with the requirements of Data Protection Laws. To the extent Intrado, in providing Services set forth in any separate agreement, processes Customer Data or Personal Data on behalf of Customer, the provisions of this DPA apply. References to the “Agreement” will be construed as references to any such separate written agreement, Order Form or Statement of Work for Intrado’s provision of Services, as amended by this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement. Upon execution, this DPA shall form part of the Agreement or applicable Order Form or Statement of Work and shall be construed as an amendment thereto.

**IN CONSIDERATION** of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Customer and Intrado hereby agree to the following provisions with respect to any Personal Data Customer transmits to Intrado by using the Services.

### 1. DEFINITIONS

The following definitions shall apply to this DPA. Capitalized terms used in this DPA not otherwise defined herein shall have the definitions specified in the Agreement.

“Affiliate” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, for only so long as such Control exists. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than Intrado Corporation and its subsidiaries, be deemed an “Affiliate” for the purposes of this Agreement.

“Control” means holding or controlling greater than 50% of the shares, interest or assets of a legal entity. Control and Controlling shall be construed accordingly.

“Customer Data” means all data (including visual, written or audio) that is provided to Intrado by or on behalf of Customer in connection with Customer’s use of the Services, or data developed by Intrado at request of or on behalf of Customer pursuant to an Order Form, statement of work, contract or other relevant agreement.

“Data Controller” means the entity that determines the purposes and means of the Processing of Personal Data. For purposes of this DPA, Customer is the Data Controller.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, Intrado, including its Affiliates, is the Data Processor.

“Data Protection Laws” means all applicable data protection legislation, including but not limited to the General Data Protection Regulation, existing in all jurisdictions in which users of the Services access the Services.

“Data Subject” means the individual to whom Personal Data relates.

“Personal Data” means data about a living individual transmitted to Intrado as part of the Customer Data from which that person is identified or identifiable, as defined under Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Services” means a Intrado service offering provided by Intrado to Customer under the Agreement.

“Sub-processor” means any non-Intrado or Intrado Affiliate Data Processor, engaged by Intrado.

### 2. PROCESSING OF PERSONAL DATA

2.1 Customer’s Processing of Personal Data. Customer shall comply with the Data Protection Laws. In addition, Customer shall inform any Data Subjects concerned of the Processing of their Personal Data pursuant to this DPA and Customer shall ensure that it has a lawful basis for processing of any Data Subjects Personal Data by Intrado in accordance with the Data Protection Laws.

2.2 Intrado’s Processing of Personal Data. Intrado shall comply with the Data Protection Laws. Intrado hereby undertakes that it will: (i) use any such Personal Data and Customer Data solely for the purpose of providing the Services as specified in and for the duration of the Agreement; (ii) process the same only in accordance with Customer's instructions; (iii) take reasonable steps to destroy or permanently anonymize Personal Data and Customer Data when it no longer is necessary to retain it unless Intrado is required to retain Personal Data and Customer Data for a longer period of time as a result of any applicable laws and regulations; (iv) not sell Personal Data or Customer Data; and (v) not retain, use or disclose Personal Data or Customer Data outside of the direct business relationship between the parties. Customer hereby acknowledges that by virtue of using the Services, Customer takes full responsibility to keep the amount of Customer Data and Personal Data provided to Intrado to the minimum necessary for the provision of the Services. According to certain Data Protection Laws, the parties acknowledge, when applicable, Intrado acts as a Data Processor in relation to the Personal Data and Customer Data of Customer it processes on Customer's behalf, and Customer remains the Data Controller with respect to such Personal Data and Customer Data. As applicable, Intrado is a “Service provider” as defined in the California Consumer Privacy Act. For the purpose of providing the Services, the whole or any part of Customer Data and Personal Data may be collected, processed or stored by Intrado, its Affiliates and its third party suppliers in the United States of America, the United Kingdom, the

European Economic Area, the Asia Pacific Economic Cooperation and the rest of the world.

2.3 Privacy Program. Any use of the Services is subject to Intrado's online privacy statement located at <https://www.west.com/legal-privacy/>. Additional information pertaining to Intrado's Privacy Program can be found at <https://www.west.com/legal-privacy/>.

### 3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. Intrado shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of such Data Subject's Personal Data. Intrado shall not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to Customer.

3.3 Complaints or Notices related to Personal Data. In the event Intrado receives any official complaint, notice, or communication that relates to Intrado's Processing of Personal Data or either party's compliance with the Data Protection Laws, to the extent legally permitted, Intrado shall promptly notify Customer and, to the extent applicable, Intrado shall provide Customer with commercially reasonable cooperation and assistance in relation to any such complaint, notice, or communication. Customer shall be responsible for any reasonable costs arising from Intrado's provision of such assistance.

### 4. INTRADO PERSONNEL

4.1 Confidentiality. Intrado shall ensure its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.

4.2 Limitation of Access. Intrado shall ensure access to Personal Data is limited to those personnel who require such access to perform the Services.

4.3 Data Protection Officer. Intrado has appointed a data protection officer. Upon Customer's request, Intrado will provide the contact details of its data protection officer.

### 5. SUB-PROCESSORS

5.1 Sub-processors. Intrado will only disclose Personal Data to Sub-processors that are parties to written agreements with Intrado including obligations no less protective than the obligations of this DPA. Intrado will, following Customer's written request, provide to Customer the names of its Sub-processors processing the Personal Data of Customer, provided that such request will not be made more than once in each calendar year.

5.2 Liability. Intrado shall be liable for the acts and omissions of its Sub-processors to the same extent Intrado would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

### 6. SECURITY; AUDIT RIGHTS

6.1 Controls for the Protection of Personal Data. Intrado will maintain appropriate technical and organizational safeguards, as described in the Security Documentation against unauthorized or unlawful Processing of the Personal Data, and against accidental loss or destruction of, and damage to the Customer Data

6.2 Security Review. Intrado periodically undergoes third-party security reviews. Upon Customer's written request at reasonable intervals, Intrado shall provide a copy of Intrado's then most recent third-party security reviews (the "Security Reports"), or any summaries thereof, that Intrado generally makes available to its customers.

6.3 Audit Rights. Intrado will allow Customer to perform an on-site audit of Intrado, at Customer's sole expense, for compliance with adequate the technical and organizational if (i) Intrado notifies Customer of a Security Incident, or (ii) if Customer reasonably believes Intrado is not in compliance with its security commitments under this DPA, or (iii) if such audit legally is required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in Section 6.5 of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Intrado's other clients, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in Section 6.5 of this DPA.

6.4 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Intrado may satisfy such audit request by providing Customer with a confidential copy of a Security Report (described in Section 6.2) in order that Customer may reasonably verify Intrado's compliance with adequate technical and organizational measures.

6.5 Audit Process. Customer must provide at least six (6) weeks' prior written notice to Intrado of a request to conduct an audit. The scope of any such audit will be limited to Intrado's policies, procedures and controls relevant to the protection of Customer Data. All audits will be conducted during normal business hours, at Intrado's principal place of business or other location(s) where Customer's Customer Data is accessed, Processed or administered, and will not unreasonably interfere with Intrado's day-to-day operations. An audit will be conducted at Customer's sole cost and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such on-site audit, Intrado and Customer shall mutually agree upon the timing, and duration of the audit. Intrado shall provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not to copy, Intrado security information or materials. Intrado's policy is to share methodology, and executive summary information, not raw data or private information. Customer shall, at no charge, provide to Intrado a full copy of all findings of the audit.

6.6 Notice of Failure to Comply. After conducting an audit under Section 6.3 or after receiving a Security Report under Section 6.4, Customer must notify Intrado of the specific

manner, if any, in which Intrado does not comply with any of the security, confidentiality, or data protection obligations in this DPA, if applicable. Any such information will be deemed Confidential Information of Intrado. Upon such notice, Intrado will use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations in accordance with adequate technical and organizational measures.

**7. SECURITY BREACH MANAGEMENT AND NOTIFICATION**

Intrado maintains security incident management policies and procedures, including detailed security incident escalation procedures. If Intrado becomes aware of any unauthorized disclosure of Customer Data in breach of Section 6.1 (a "Security Incident"), then Intrado will notify Customer without undue delay after becoming aware of the Security Incident and provide Customer with relevant information about the Security

Incident, including, to the extent then-known, the type of Customer Data involved, the volume of Customer Data disclosed, the circumstances of the incident, mitigation steps taken, and remedial and preventative action taken.

**8. LEGAL EFFECT; TERMINATION; MODIFICATION**

This DPA shall only become legally binding between Customer and Intrado when fully executed and will terminate when the Main Agreement terminates, without further action required by either party. No modification of this Agreement will be binding unless signed in writing by an authorized representative of each party.

**9. CONFLICT.**

In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA will prevail.

IN WITNESS WHEREOF, the parties have signed this DPA by their duly authorized representatives.

**CUSTOMER:** Chester-East Lincoln CCSD #61

By: Matt Grammer  
Name: Matt Grammer  
Title: Technology Coordinator  
Date: 5-5-2021

**INTRADO INTERACTIVE SERVICES CORPORATION**

By: WK  
Name: Vikram Krishnan  
Title: General Manager  
Date: 5/5/2021