



When you're ready, sign on Page 4 and email the completed document to privacy@banzai.org.

Banzai Standard Student Data Privacy Agreement

Version 1.0

This Student Data Privacy Agreement ("Agreement") is entered into by and between:
_____ School District or LEA ("District") and Banzai, Inc., a Delaware corporation ("Banzai").

1. Purpose

- a. The District may provide Banzai with student data and teacher or administrator data that is protected under federal student privacy laws, including the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and any other federal laws governing educational data ("Protected Data"). Banzai receives and uses Protected Data solely to provide the educational products and services listed in Exhibit A ("Services").
- b. Banzai agrees to function as a school official under FERPA, to have a legitimate educational interest, and to be under the direct control of the District with respect to the use and maintenance of Protected Data.

2. Definitions

- a. **"Student Data"** means any personally identifiable information ("PII") from student education records, as that term is defined by the Family Educational Rights and Privacy Act (FERPA).
- b. **"Teacher or Administrator Data"** means personally identifiable information about District employees provided for the purpose of administering the Services.
- c. **"Protected Data"** means Student Data and/or Teacher or Administrator Data, collectively, to the extent relevant to the specific products or services being provided to the District under this Agreement.
- d. **"De-Identified Data"** means data that has all personal identifiers removed in accordance with FERPA de-identification standards.
- e. **"School Official"** means a contractor, consultant, or other party to whom the District has outsourced institutional services or functions that it would otherwise use employees to perform, who is under the District's direct control with respect

to the use and maintenance of education records, and who meets FERPA's criteria for having a legitimate educational interest in the information.

- f. **“Services”** means the educational products, platforms, curriculum resources, or technical services provided by Banzai to the District, as further described in Exhibit A.
- g. **“Data Breach”** means any unauthorized access, acquisition, disclosure, or use of Protected Data that compromises the security, confidentiality, or integrity of such data, including incidents requiring notification under FERPA or COPPA.

3. Use and Confidentiality of Protected Data

- a. Banzai shall use Protected Data solely to provide the Services (described in Exhibit A) and for no other purpose. Banzai shall not use Protected Data for targeted advertising, commercial purposes, or any form of non-educational profiling. Banzai shall not sell Protected Data.
- b. Banzai shall not disclose Protected Data to third parties except as directed by the District or as required by federal law. Any subprocessors used by Banzai are subject to written agreements requiring confidentiality and data protection obligations no less protective than this Agreement.

4. Security

- a. Banzai shall implement administrative, technical, and physical safeguards aligned with industry standards such as NIST, CSF, or CIS Controls, including:
 - i. Encryption of Protected Data in transit and at rest
 - ii. Secure hosting within the United States
 - iii. Monitoring and reasonable protection against threats or unauthorized access
- b. Banzai shall collect only the minimum Protected Data necessary to provide the Services.

5. Data Breach and Unauthorized Disclosure

Banzai will notify the District of any confirmed unauthorized disclosure of Protected Data as required by applicable law.

6. Data Retention and Destruction

Banzai will retain Protected Data only as long as necessary to provide the Services. Upon District request or termination of this Agreement, Banzai will delete or return Protected Data within a reasonable period of time. Upon completion, Banzai shall provide a deletion certification substantially similar to Exhibit D.

7. District Responsibilities

The District shall provide accurate data necessary for Services, obtain parental consent when required by COPPA, and notify Banzai of corrections needed for Protected Data.

8. Use of De-Identified Data

Banzai may use De-Identified Data to maintain, analyze, and improve the Services. Banzai shall not attempt to re-identify such data.

9. Intellectual Property Rights

The District retains ownership of its Protected Data. Banzai retains ownership of its platform, curriculum, software, documentation, and related intellectual property. No rights are transferred except as expressly stated.

10. Term and Termination

This Agreement remains in effect while Banzai provides the Services to the District. Upon termination, Sections concerning confidentiality, data security, and data destruction survive.

11. Indemnification

Each party shall indemnify the other for claims, losses, or damages arising from its own material breach of this Agreement or violation of applicable law.

12. Governing Law

This Agreement is governed by the laws of the state in which the District resides, except where federal law applies.

13. Entire Agreement

This Agreement constitutes the full and complete understanding between the parties regarding Protected Data and supersedes any prior agreements on the subject.

IN WITNESS WHEREOF, the Parties have executed this Student Data Privacy Agreement as of the dates set forth below.

FOR THE DISTRICT:

Name: _____

Title: _____

District: _____

Signature: _____

Date: _____

FOR BANZAI, INC.:

Name: Nikole Clayton

Title: Director of Education

Signature: 

Date: 11/17/2025

Return Countersigned Copy to Banzai Inc.

Email: privacy@banzai.org

Fax: +1 (801) 228-1758

Mail: Attn: Privacy Filings

Banzai Inc.

2230 North University Parkway, Suite 14

Provo, Utah 84604

Exhibit “A”

Banzai online financial education resources, including digital curriculum, assessments, games, and other interactive educational content. These resources may also include teacher tools, student activities, and related instructional materials delivered through Banzai’s online platform.

**Exhibit “B”
Data Elements**

Category of Data	Elements	Used by Banzai System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	

Category of Data	Elements	Used by Banzai System
Enrollment	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	x
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	

Category of Data	Elements	Used by Banzai System
Student Identifiers	Provider/App assigned student ID number	
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	x
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	N/A	
None	N/A	

Exhibit “C”
Subprocessors

Banzai may use third-party service providers (“subprocessors”) to support the Services. Any subprocessor with access to Protected Data shall be subject to contractual obligations that are no less protective than those in this Agreement.

Exhibit "D"
Data Deletion Certification

Upon request of the District or upon termination of this Agreement, Banzai shall delete or return all Protected Data in accordance with Section 6 (Data Retention and Destruction). When deletion is completed, Banzai will provide the District with a written certification substantially in the following form:

Data Deletion Certification

The undersigned certifies that all Protected Data received from or created on behalf of _____ School District under the Banzai Student Data Privacy Agreement (Version 1.0) has been deleted or returned to the District, and that no copies of such data have been retained except as permitted by the Agreement or required by law.

District: _____

Effective Date of Deletion: _____

Certified by Banzai, Inc.:

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit “E”
Data Security Requirements

Banzai maintains a comprehensive information security program aligned with the **NIST Cybersecurity Framework (CSF) Version 1.1**. This program includes administrative, technical, and physical safeguards designed to protect Protected Data against unauthorized access, disclosure, alteration, and destruction.