

Subprocessor List

IMPACTER Education Corp. · SEP 2026 · Referenced by MSA §6(b) and §13(f) · Cal. Bus. & Prof. Code §22584(b)(4)(E)

This is the complete list of parties that receive student data on IMPACTER's behalf. California AB 1159 treats an entity working on behalf of the operator as an operator. Each subprocessor is bound by written agreement to use student data only to provide its contracted service to IMPACTER, not to disclose it to any other party, to maintain reasonable security practices, and not to use it to train or improve any model.

SUBPROCESSOR	ROLE	RECEIVES	LOCATION	BOUND BY CONTRACT TO
Amazon Web Services	Hosting, storage, compute; Amazon Transcribe for speech-to-text	Encrypted student responses, transcripts, scores, account records	US-West-2 (Oregon), multi-AZ	Service-only use; no onward disclosure; reasonable security; no model training
Google	Firebase Authentication for sign-in; Workspace for staff email	Authentication identifiers and tokens. No student responses.	United States	Service-only use; no onward disclosure; reasonable security; no model training
LearnWorlds	Delivery of learning experiences and student-facing activities	Account identifiers, activity records	United States / EU	Service-only use; no onward disclosure; reasonable security; no model training
Typeform	Capture of written and recorded responses in some pilots	Responses as submitted, response identifiers	United States / EU	Service-only use; no onward disclosure; reasonable security; no model training
Databricks	Data analytics and processing	Student responses, transcripts, and scores for analysis, inside IMPACTER's environment	United States	Service-only use; no onward disclosure; reasonable security; no model training
Clever (or your SSO provider)	Single sign-on and roster, under your district's own agreement	Roster identifiers your district chooses to share	United States	Under your district's own agreement

No party on this list, and no party off it, receives student data for the purpose of training or improving a model. Schools receive thirty (30) days' notice and may object within fifteen (15) days before any new subprocessor receives student data (MSA §6(b), §13(f)). The current list is published at impacterpathway.com/ab1159. Questions: dataintegrity@impacterpathway.com.