

## PRIVACY ADDENDUM

This Privacy Addendum (hereinafter "Addendum") to the Agreement between the parties dated 3/12/2021 \_\_\_\_\_ (hereinafter "Agreement") is entered into by and between the

Calcasieu Parish School Board (hereinafter "School Board") and Instructure, Inc. \_\_\_\_\_ (hereinafter "Vendor"). This Addendum is effective as of the 2nd day of July, 2021.

The State of Louisiana recently enacted new laws governing the collection, disclosure and use of students' personally identifiable information. The new laws require that any contracts between a school system and a third-party who is entrusted with personally identifiable information of any student contain the statutorily prescribed minimum elements regarding the use of student personally identifiable information (hereinafter "PII"). Vendor agrees to comply with those new laws which are now designated La. R.S. 17:3914, as amended, particularly subsection "F" thereto, and to protect the privacy of student data and PII.

Vendor agrees to protect student information in a manner that allows access to student information, including PII, only by those individuals who are authorized by the Agreement or Addendum to access said information. Personally identifiable information must be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, and other similar measures. Vendor's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Vendor agrees to maintain systems secure from unauthorized access that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access and/or receive student data are those that have been specifically authorized under the Agreement to access and/or receive personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing or has accessed the information. Vendor must individually determine the level of security that will provide the statutorily required level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time. Only those individuals whose job duties directly involve fulfillment of the terms of the Agreement or this Addendum, and who are in a "need to know" position, shall be permitted to access PII or student data. Vendor shall provide School Board, upon request, with identities and positions of those persons who are authorized to access PII under the Agreement or the Addendum.

Vendor shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all unencrypted personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor's designated backup and recovery processes or the data is encrypted. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the School Board.

Vendor agrees that any and all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other vendors or parties. Except as specifically permitted by the terms of the Agreement, Vendor shall not sell, transfer, share, or process any student data for any commercial, advertising, or marketing purpose.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose PII and student data to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor consistent with the terms of this Addendum. The confidentiality obligations shall survive termination of any agreement with Vendor for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor further grants the School Board the right, but not the obligation, to enforce these provisions by suit in Calcasieu Parish, Louisiana. Vendor hereby waives the posting of a bond by School Board with respect to any action for injunctive relief.

Vendor shall establish, implement, and provide to School Board evidence thereof, a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and of any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized or unlawful release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 et seq. (Louisiana Database Breach Notification Law) as well as any other applicable laws regarding notification of data breaches, and to provide notification to the school board in the event of unauthorized access to or release of personally identifiable information or other similar event. In the event of a data breach of any of the Vendor's security obligations hereunder, or other event requiring notification under applicable law, Vendor agrees to notify the School Board within seventy-two (72) hours. To the extent that a security breach results from Vendor's failure to comply with its obligations under this Addendum, and subject to the limitations of liability in the Agreement, Vendor will indemnify School Board for reasonable out-of-pocket remediation costs incurred by School

Board in connection with that security breach. "Reasonable out-of-pocket remediation costs" consist of commercially reasonable out-of-pocket expenses for legally-required notifications of Customer's end users of the Instructure-caused security breach (but not the costs of any professional third-party services, including those relating to crisis management, public relations or media relations services, which are indirect and consequential damages under the Agreement). School Board must document all such reasonable out-of-pocket remediation costs and, upon Vendor's request, those costs must be validated by an independent third party chosen by both parties.

The School Board's Superintendent is required to include in this contract provisions for privacy and security audits performed under his direction. In order to comply with this requirement, the Superintendent directs that Vendor shall maintain robust administrative, technical and physical safeguards, and that at least annually, Instructure shall complete a SOC 2 Type II third-party audit on all five trust principles related to security, availability, processing integrity, confidentiality and privacy, as outlined by the American Institution of CPAs (AICPA). Upon written request, Vendor shall provide the SOC 2 report to School Board so long as the parties have a valid non-disclosure agreement in place.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall, after receiving a request in writing from the School Board, return all data obtained in the performance of its work under the Agreement or the Addendum to the School Board in a useable electronic format. Vendor further agrees to thereafter erase, destroy, and render unreadable all data, in its possession or in the possession of persons and entities with whom it has contracted for the performance of obligations under the Agreement or Addendum, in its entirety in a manner that prevents its physical reconstruction through the use of available file restoration utilities. Vendor shall certify in writing that these actions have been completed within thirty (30) days from receipt of the written request by the School Board.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the Agreement between the Parties. Subject to the foregoing, the terms of the original Agreement shall remain in full force and effect.


Type Vendor Name Here

CALCASIEU PARISH SCHOOL BOARD

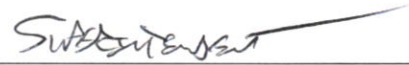
DocuSigned by:  
  
16E6B01B5BD4478...  
Authorized Representative of Vendor

  
Authorized Representative Signature

Daisy Bennett  
Authorized Representative Name (Print)

  
Authorized Representative Name (Print)

Privacy Officer  
Title

  
Title

Instructure, Inc.  
Vendor

CALCASIEU PARISH SCHOOL

7/13/2021  
Date

Date