

ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum") is entered into by and between the Ascension Parish School Board (hereinafter "School Board") and CompassLearning, Inc. (hereinafter "Vendor"). The Addendum is effective as of the _____ day of May 1, 2015.

During the 2014 Louisiana Legislative Session, the State of Louisiana 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 requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled 50-208590 and dated 6/30/2014 (the "Contract").

In accordance with La. R.S. 17:3913(F), Vendor agrees to implement reasonable safeguards designed to protect personally identifiable information in Vendor's custody or control in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, and security questions. Vendor's network must maintain a reasonable level of electronic protection designed to protect the integrity of sensitive information stored on such network and to prevent unauthorized access to such network. 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 secure systems that are patched, up to date, and have all appropriate security updates installed.

Vendor shall implement various forms of authentication to identify the specific individual who is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Vendor shall not knowingly allow any individual or entity unauthenticated access to confidential personally identifiable student records in Vendor's custody or control at any time.

Vendor shall implement appropriate measures that are designed to maintain the confidentiality and security of personally identifiable information in Vendor's custody or control.

Vendor agrees that any and all personally identifiable student data in Vendor's custody or control will be stored, processed, and maintained in a secure location and Vendor-controlled servers. 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 original Contract. 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 interested parties except to third parties that have agreed to similar confidentiality obligations and are involved in the provision of services to School Board and/or are successor or assigns of Vendor. Vendor shall not sell, transfer, share or process any student data for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose except in connection with a merger, change of control or sale of substantially all of the assets of Vendor.

Vendor shall establish and implement 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 any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information not suitable for public release that was prior such release in Vendor's custody or control. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

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 Confidential Information 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 and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of seven (7) years or 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 shall reasonably cooperate with the School Board in enforcing these provisions against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors who have had access to personally identifiable information made available by School Board and who have violated the terms hereof.

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 that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification ("Security Breach"). In the event of a breach of any of the Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to notify the School Board promptly and assume responsibility for informing

all such individuals in accordance with applicable law to the extent such Security Breach was caused by Vendor's breach of this Addendum.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor's service to verify compliance with this Addendum upon reasonable prior written notice, in a manner designed not to interfere with Vendor's business and without access to confidential information of third parties. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall return a copy of all data to the School Board in a standard electronic format. School Board represents that it has disclosed and obtained authorization from parents or legal guardians (when required by law) that it is collecting personally identifiable information and sharing it with Vendor, that by June 1, 2015 it will provide Vendor unique student identification numbers for purpose of identifying and maintaining student records required for Vendor to provide the Services and that it will disclose to Vendor the minimum necessary personally identifiable information,

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

VENDOR: COMPASSLEARNING, INC.



Authorized Representative of Vendor

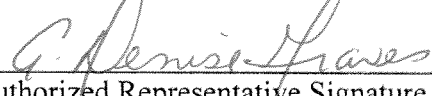
Gina Rivera
Authorized Representative Name (Print)

Director, Business Administration
Title

CompassLearning, Inc.
Company

2/25/2015
Date

Ascension PARISH
SCHOOL BOARD



Authorized Representative Signature

Denise Graves
Authorized Representative Name (Print)

Assistant Superintendent
Title

Ascension PARISH SCHOOL
BOARD

Date