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PRIVACY ADDENDUM

This Privacy Addendum (hereinafter "Addendum") to the Agreement between the parties dated 6/2/2017 (hereinafter "Agreement") is entered into by and between the Calcasieu Parish School Board (hereinafter "School Board") and Triumph Learning, LLC (hereinafter "Vendor"). This Addendum is effective as of the 2nd day of June, 20 17.

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 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. 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 and the School Board 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 hereby waives the posting of a bond by School Board with respect to any action for injunctive relief. Vendor further grants the School Board the right, but not the obligation, to enforce these provisions by suit in Calcasieu Parish, Louisiana, in Vendor's name against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

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 individuals of data breaches,

and to provide notification to individuals in the event of unauthorized access to or release of personally identifiable information or other similar event. In the event of a data breach, 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 immediately and assume responsibility for informing all individuals entitled to notice under applicable law, and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized access and/or release.

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 under the Addendum and the Agreement, including but not limited to privacy and security audits. 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 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 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the School Board, whichever comes first.

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.

Vendor Information

DocuSigned by:
Brandon Woodcook
7A5C88AC5812428...
Authorized Vendor Representative Signature

Brandon Woodcook
Authorized Representative Name (Print)

VP of Sales Operations
Title

Triumph Learning, LLC
Vendor

6/2/2017
Date

CALCASIEU PARISH SCHOOL BOARD

Authorized CPSB Representative Signature

Authorized Representative Name (Print)

Title

CALCASIEU PARISH SCHOOL

6/9/17
Date