

EADMS™: Agreement of Terms and Conditions

For Annual Service Agreement with **Alameda Unified School District**

Description of Service

Adrylan Communications, Inc., a California corporation located at 25032 Las Brisas Rd., Murrieta, CA 92562, (hereafter referred to as "Adrylan") agrees to provide the services set forth herein in accordance with terms and conditions of this Agreement to Alameda Unified School District, (hereafter referred to as "Customer"), for access to the Educator's Assessment Data Management System (EADMS™) Technology Platform. This is part of a comprehensive professional development program being implemented by Customer to foster better collaboration and instruction by teachers.

The term of this Agreement is for a 1-year contract spanning the 2015-2016 school year, July 1, 2015 to June 30, 2016. Customer may elect to thereafter annually renew this Agreement at Adrylan's regular pricing in accordance with a written renewal Agreement executed by the parties. Upon acceptance of this Agreement, Customer shall be entitled to the level of services listed in Appendix A-H.

Single-Year Contract Pricing

EADMS™ Assessment & Analytic Technology Platform	\$ 35,625.00 (Appendix A)
Common Core Item Bank & Assessment Content	\$ 11,875.00 (Appendix B)
Scanning Software Licenses & Support	\$ 0.00 (Appendix C)
Integrated Add-on Products	\$ 0.00 (Appendix D)
New System Implementation: Migration & Transition Services	\$ 0.00 (Appendix E)
Customized Software & Functionality	\$ 0.00 (Appendix F)
Training Support	\$ 1,495.00 (Appendix G)
Assessment & Survey Materials Production & Support	\$ 0.00 (Appendix H)
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Total annual contract price	\$ 48,995.00

Customer agrees that the total contract price is payable no later than 45 days past the start of the contract period in each year.

Assessment Technology Platform

The EADMS™ Assessment Technology Platform features and per student costs provided as a part of this contract are specified in Appendix A.

During the term of this contract, Customer is entitled to access the standard EADMS™ Technology Platform. EADMS™ is a full featured Assessment Management & Analytic Reporting System delivered as Software as a Service (SaaS).

Optional Contract Support Services & Products

1. Common Core Item Bank & Assessment Content

Common Core Item Banks and Assessment Content provided as a part of this contract are specified in Appendix B.

Customer can license CCSS Item Banks, Testlets, Benchmarks, and other content from 3rd party content providers, as specified in Appendix B. Customer is responsible for selecting a content provider that supports the Question and Test Interoperability (QTI v2.1) or Accessible Portable Item Protocol (APIP) standards, or some other standardized electronic format that can be imported, as determined by Adrylan.

2. Scanning and Data Collection Support

A list of compatible scanners, various scanning options that integrate seamlessly with EADMS™, and Scanning and Data Collection Support provided as a part of this contract are specified in Appendix C.

Customer is responsible for purchasing and installing scanners and scanning software compatible with the EADMS™ Technology Platform, if requiring a paper & pencil assessment capability. Customer can freely use any 3rd party scanning or data collection software it chooses but in that case Customer is responsible to verify the software used is capable of exporting student test results in an electronic format compatible with EADMS™. A multi-purpose data upload utility is provided within the EADMS™ platform to support this option.

3. Integrated Add-on Products

Third party Add-on Products to the standard EADMS™ Technology Platform provided as a part of this contract are specified in Appendix D.

4. New System Implementation: Migration & Transition Services

New System Implementation Migration and Transition services provided as a part of this contract are specified in Appendix E.

Specific tasks required to migrate data from a previous data management system, or from some other electronic-based data warehouse system are specified in Appendix E. During the transition phase Customer agrees to provide support to Adrylan data technicians to guarantee data access and data definitions are specified and made available to Adrylan to ensure accurate and timely migration of legacy data, SIS enrollment & demographics data, and state & local testing results, as specified in Appendix E.

5. Customized Software & Functionality

Customer requested customized software or functionality changes added to the standard EADMS™ Technology Platform provided as a part of this contract are specified in Appendix F.

6. Training & Support

Training and Support tasks and training session scheduling provided as a part of this contract are specified in Appendix G.

Customer may request and pay for additional days of training at any time throughout the term of this contract based upon fees specified in Appendix G.

7. Assessment & Survey Materials Production & Support

Assessment and Survey Materials Production & Support services provided as a part of this contract are specified in Appendix H.

Contract Service Descriptions

8. Data Services

The EADMS™ Technology Platform delivers data services using the Software as a Service (SaaS) model, using advanced technology servers located in duplicate data centers in multiple geographic areas. Access to the EADMS™ data services shall be available to Customer by regular internet connection. Customer shall be responsible to provide all internet ready computers with appropriate browser software for its own use. Appropriate browsers must be HTML5-compliant, and include Microsoft Internet Explorer, Chrome, Firefox, and others. EADMS™ web-site pages are optimized to display at 1024 x 768 screen resolutions, however, other resolutions will work but may require additional scrolling. Some EADMS™ web-site features utilize client-side JavaScript, including client pop-up windows. EADMS™ requires the use of client-side "cookies" to track user selections. Access to the EADMS™ student online testing service requires specification of acceptable use IP ranges, if access needs to be restricted to Customer designated computer and mobile devices.

9. Proprietary Item Bank Data

The EADMS™ system may contain an integrated third-party item bank, licensed from another vendor. These items are wholly owned by and proprietary to the third party vendor, and as such, are protected against unauthorized copying and use. The Customer, its employees and agents are prohibited from extracting, copying, or otherwise using any third party test item from the EADMS™ system and using it outside of the EADMS™ system. Customer acknowledges that Adrylan Communications is not responsible for the quality and content of third party item bank content. Adrylan is only responsible for providing access to third party item bank items, consistent with existing standard EADMS™ test creation, management, administration, and reporting features.

Customer access to all third party content is only available during the term of this contract. Upon contract termination, Adrylan is not liable for loss of access to any tests or student results based on third party content. Customer must make arrangements with third party content vendors for continuation of access beyond contract termination date.

10. Proprietary Locally Created Item Bank Data

The EADMS™ system has the capability to allow the Customer to create its own Item bank items. Such items shall only be available to Customer and are not shared as public items among different customers. Customer certifies that the EADMS™ system will not be used to enter test items from any third-party source, such as test publishers, or download content from the Internet, including images, without authorization from the source or copyright holder. In no event shall Adrylan be liable for any violation of third-party copyrights

resulting from input of proprietary or copyrighted test items or images by the Customer, its employees or agents.

11. Customer Data Obligations

Customer shall be responsible to provide Adrylan in computer ready format all enrollment and test data in accordance with Adrylan's input specification. Customer shall be responsible to provide all test, demographic and enrollment data identified with permanent, unique student and teacher identification numbers.

12. Security

EADMS™ is delivered using the Secure Sockets Layer (SSL) protocol (<https://www.eadms.com>). EADMS™ also uses a secure FTP over SSL (FTPS) and SFTP servers for transfer of bulk Customer data. All transfer of data between EADMS™ and Customer is encrypted. All student identifying information is protected by federal Family Educational Rights and Privacy Act (FERPA), California SB-1177 (*Applicable starting January 1, 2016*) & AB-1584, and any other specific student privacy laws and intent mandated by other states where we do business and may be restricted from disclosure by applicable state and federal law. Refer to Addendums 1-4 for required FERPA and specific state compliance statements.

All use of the data by Customer or any of its employees shall be by creation of a user account and entry of a security password assigned to each of Customer's users. Customer shall be responsible for administering user accounts, protecting all passwords and shall be responsible for all use or alteration of data by any individual in possession of the password.

13. Quality of the Data Provided

Adrylan shall provide reports and data summaries available through the EADMS™ Technology Platform. Customer shall be solely responsible for any decisions it or any other party makes based upon the data or any report created using the data.

14. Designated EADMS Customer Data Representative

Customer shall designate one individual to act as Customer's Primary Data Representative who shall be responsible for transmission of all data to Adrylan and shall be the point of contact for Adrylan in the event of any questions regarding the data or services provided by Adrylan to the Customer pursuant to the Agreement.

The Customer Primary Data Representative shall be Tracy Rohlifing, or her representatives until, such time as Customer designates new Primary Data Representative in writing. The Primary Data Representative or designee(s) shall be the only Customer contact person authorized to perform data maintenance, addition, deletion or correction of user accounts, correction of errors in student enrollment or demographic data.

15. Access to Data

Customer shall have access to the data at all times except when the system is undergoing maintenance, upgrade or repair. All reasonable efforts shall be made to schedule system maintenance, upgrade or repair during non-business hours. However, in the event Adrylan is required to perform system maintenance, upgrades or repairs, Adrylan's responsibility shall be limited to completing the work as promptly as commercially reasonable.

16. Additional Services

Other data related service & support, customized software or functionality services, or assessment products requested by Customer not specifically specified in Appendix A-H at any time during the period of time covered by this contract are to be provided at additional cost. Customer shall make requests for services not provided as a part of this contract and specified in Appendix A-H in writing and Adrylan shall respond in writing with a quotation for the additional products or services.

Warranty

Adrylan makes no warranties, other than those implied by law, with respect to the data, any compilations thereof or any report generated there from.

Limitation of Liability

In no event shall Adrylan be liable for any use of the data by any party, including Customer. Customer shall indemnify, pay for the defense of, and hold harmless Adrylan and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the Customer's negligent or willful acts and/or omissions in relation to this agreement.

Adrylan shall indemnify, pay for the defense of, and hold harmless the Customer and its officers, agents and employees of and from any and all liabilities, claims, debts, damage, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Adrylan's negligent or willful acts and/or omissions in rendering any services hereunder. Adrylan shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under social security, worker's compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Adrylan or any employee of Adrylan and shall further indemnify, pay for the defense of, and hold harmless the Customer of and from any such payment or liability arising out of or in any manner connected with Adrylan's performance under this agreement.

Amendment

Modification or amendment of this Agreement including by waiver shall only be in writing signed by representatives of both parties.

Arbitration

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Applicable Law

To the extent permitted by law, the Agreement shall be construed in accordance with and governed by the laws of the State of California.

Termination

This is a single-year contract covering a 1-year period, July 1, 2015 through June 30, 2016. However, either party may terminate this Agreement prior to the expiration date, with or without cause, by delivering written notice of termination. The effective date of such termination shall be the expiration of the then current Contract Year. Except as set forth in this Section, neither party shall have any liability to the other for any damages of any sort resulting solely from the party's termination of this Agreement in accordance with the provisions of this Section.

DISTRICT hereby accepts the terms and conditions as set forth above

Alameda Unified School District

By: Barbara Adams

Date: 6.1.15

Name: Barbara Adams

Title: Assistant Superintendent

ADRYLAN COMMUNICATIONS hereby accepts the terms and conditions as set forth above

By: Anthony Tooley

Date: May 28, 2015

Name: Anthony Tooley

Title: President

Appendix A – Assessment & Analytics Level of Service

The following assessment and analytic technology services will be delivered as part of this contract agreement:

EADMS™ Data Management Technology Platform Features:

- EADMS™ Data Management System Hosted at Adrylan's Data Center
 - Common Core Support
 - Test Creation & Administration Module
 - Student Online Assessment Module
 - Performance Task Creation & Assessment Module
 - Analytical Reporting Module, including:
 - Customized Enrollment Reports
 - Student Profile & Mastery Reports
 - Standards-Based Reporting Suite
 - State Mandated & Local Benchmark Performance Reports
 - System Usage Reports
 - User Monitoring of Logins and Report Access
 - Benchmark Activity & Compliance Reports
 - Custom Reports Services
 - Movement Analysis Reports
 - Scaled Score Calculations
 - General Purpose Report-BUILDER Module
 - Teacher, Principal, & Administrator Dashboards
- Support for general 3rd party Item Banks
- Unlimited phone support provided to EADMS™ Data Administrator(s)
- Electronic enrollment updates processed weekly

Under the terms of this single-year agreement, the Customer agrees to pay the following standard Technology Platform fees:

Contract Year	Student Count	Price / Student	Total EADMS™ Platform Cost
2015-2016	9,500	\$3.75	\$35,625.00

Appendix B — Common Core Item Bank & Assessment Content

Under the terms of this multi-year agreement, the Customer agrees to purchase the following selected Common Core aligned Item Banks and other content products that are compatible and EADMS™ ready. Each of the content products listed below is licensed for use only during the specified term of this contract.

Contract Year	Content Provider	Description	Cost basis	# Students	Total Content Cost
2015-2016	INSPECT	House Item Bank	\$1.25	9,500	\$11,875.00

Appendix C - Scanning software licenses & support

Three scanning and data collection options seamlessly integrated into EADMS™ Technology Platform are available for processing scan sheets:

1. EADMS™ Real-Time scanning software (LSO4)

The EADMS™ Real-Time desktop scanning software, called LSO4, is licensed on a per-student basis. Once licensed, the Customer has the right to install the LSO4 software on as many PC computers as desired, with unlimited user access. This license option is charged annually and provides software user support, and upgrades at no additional cost.

This software is compatible with PCs running Microsoft Windows XP, Windows 7, or Windows 8 operating systems. A minimum of 4GB system memory, 30 MB hard disk space is required, plus a compatible scanning device. LSO4 real-time scanning software supports most inexpensive image-based plain paper scanners. Scanners that have been verified to work include the following:

- Fujitsu model fi-7160 (model most recommended; best performance-to-cost)
- Fujitsu discontinued models fi-6130z, fi-6130, fi-5120
- Brother model DCP-8060 & DCP-8080
- Xerox Documate 3460

Any image based scanner with a Twain-compliant PC driver should work. Any scanner not on the above list must be verified prior to use. A PC application can be provided to test any scanner models that are not on the above list.

2. Scan-to-Network

The EADMS™ Scan-to-Network data collection option utilizes internet-enabled scanners owned by the Customer and transfers scan sheet images to Adrylan's FTP server where they are processed in near real-time, usually within a few minutes after being received.

Compatible internet-enabled scanners include most late model Multifunction Printers (MFPs) that are capable of generating J-PEG, PNG, or TIFF grayscale images at 300 dpi, and can auto-transmit to an external FTP server. Any MFP intended to be used as a Scan-to-Network device must first be tested and verified for scanning image accuracy before being assumed to work. Adrylan offers assistance with this testing at no additional cost.

MFPs used for Scan-to-Network data collection can experience high usage volume during assessment periods and for that reason, the Customer may need to purchase dedicated MFPs to support this need. Adrylan offers high-quality Lexmark brand MFPs at a discounted price.

3. GradeCam™

GradeCam™ scans paper assessment scan sheets using most web or document cameras. EADMS™ has an embedded GradeCam™ interface. GradeCam™ is licensed per student and can be purchased district-wide or by site.

Appendix C continued...

Under the terms of this multi-year agreement, the Customer agrees to purchase the following selected Scanning Software Licenses & Support Products:

Contract Year	Description	Cost basis	# Students	Total Cost
2015-2016				

Appendix D — Integrated Add-on Products

There are no Integrated Add-on Products to the EADMS™ Technology included in the terms of this multi-year contract. Customer may elect to add 3rd-party integrated products to the platform at a later date, to be covered by a separate agreement/contract.

Contract Year	3 rd Party Vendor	Description	Cost basis	# Students	Total Cost
Total Integrated Add-on Products contract cost:					\$

Appendix E – New System Implementation: Migration and Transition Services

Under the terms of this multi-year agreement, all New System Implementation Migration and Transition Services are included at no extra cost.

Contract Year	Description		Cost basis	Total Cost
Total New System Implementation: Migration & Transition Services contract cost:				\$

Appendix F — Customized Software & Functionality Changes

There are no Customized Software or Functionality changes to the standard EADMS™ Technology Platform included in the terms of this multi-year contract. Customer may elect to add customized software or functional changes to the platform at a later date, to be covered by a separate agreement/contract.

Contract Year	Description	Scheduled to be Completed By	Total Cost
Total Customized Software & Functionality changes to EADMS™ Technology Platform contract cost:			\$

Appendix G – Training Services

Under the terms of this multi-year agreement, the Customer agrees to purchase the following selected Training Services:

Contract Year	Description	Qty	Scheduled Dates	Total Cost
2015-2016	EADMS Professional Development	1	TBD	\$1,495.00
	Total Training Services contract cost:			\$ 1,495.00

Appendix H — Assessment & Survey Materials Production & Support

These services include graphics formatting, proofing services, project management & production scheduling, printing, scanning, and delivery & pickup of locally created assessment or survey products.

Under the terms of this multi-year agreement, there are no Assessment & Survey Materials & Support products. Customer may elect to add Assessment & Survey Materials Production & Support at a later date, to be covered by a separate agreement/contract.

Selected	Description	Scheduled Delivery Date	Qty	Unit Price	Shipping & Handling	Total Cost
Total Materials Production contract cost:						\$

Addendum 1

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

Addendum 2

Compliance with California Law, Assembly Bill 1584

Adrylan Communications, Inc., through its EADMS related K-12 products and services, ensures it complies with all of the required provisions listed in California Assembly Bill No. 1584, Education Code, Section 49073.1, enacted January 1, 2015.

California Assembly Bill No. 1584 Provisions:

- *A statement that pupil records continue to be the property of and under the control of the school district.*
 - Adrylan Communications complies with this provision and ensures that pupil records are the property of and under the control of the school district or local education agency. The EADMS System only contains pupil data provided to it from the school district either through direct secure data transfer from district servers or via district controlled data gathering methods, such as online or paper and pencil testing proctored by district staff.
- *A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.*
 - Adrylan Communications complies with this provision. When access to pupil-generated content is granted by the district through a district issued and controlled pupil EADMS secure login account, pupils have the ability to access and download copies of their content to a personal account.
- *A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.*
 - Adrylan Communications complies with this provision. Adrylan Communications prohibits using any student information for any purpose outside those required or permitted by our contract, such as report generation.
- *A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.*
 - Adrylan Communications complies with this provision. The district controls whether parent or students have access to pupil data through the EADMS System. When such access is granted, parents or pupils can review such data. However, since all pupil data is provided to EADMS by the district, any parent or student request to correct data has to come directly from the district through daily student data updates or by utilizing specific EADMS System management tools.
- *A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records.*

- Adrylan Communications complies with this provision by ensuring that staff is trained and systems are in place to provide required security and confidentiality of student records. All access to EADMS for viewing pupil data is strictly controlled by district-controlled user access lists. It is the district that grants user access to their data stored in EADMS. Adrylan Communications employees are granted access to pupil data on a need-to-know basis and then only in order to deliver services described by the contract. Adrylan Communications does not provide third-parties access to pupil data unless directed to do so in writing by the district.
- *A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.*
 - Adrylan Communications complies with this provision. Unless provided for in the contract, the EADMS System does not contain parent or legal guardian contact information. However, in the unlikely case of an unauthorized disclosure of student records, Adrylan Communications will make every effort to assist the district in notifying the affected parents or legal guardian.
- *A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (NOTE: These requirements do not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account).*
 - Adrylan Communications complies with this provision and certifies that all student data is destroyed after completion of the terms of our contract.
- *A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).*
 - Adrylan Communications complies with this provision and fully complies with FERPA regulations.
 - Adrylan Communications supports the schools requirement to allow parents or eligible students to inspect and review the student's assessment data maintained in the EADMS system for all parents issued a parent/student login.
 - A request by parents or eligible students to correct records which they believe to be inaccurate or misleading that affects assessment data stored in the EADMS System will be changed upon receipt by EADMS from the school's student information system.
 - Adrylan Communications does not release any student assessment information to any non-district party.
- *A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.*
 - Adrylan Communications complies with this provision. It is Adrylan Communication's policy to not sell, trade, or rent personal identification information in student records to anyone outside our organization.

Addendum 3

Disclosure of Students' Records or Communications by School Teacher or Employee - Mich. Comp. Laws Section 600.2165

Adrylan Communications, Inc., through its EADMS related K-12 products and services, ensures it complies with all of the required provisions listed in Michigan Comp. Laws Section 600.2165:

No teacher, guidance officer, school executive or other professional person engaged in character building in the public schools or in any other educational institution, including any clerical worker of such schools and institutions, who maintains records of students' behavior or who has records in his custody, or who receives in confidence communications from students or other juveniles, shall be allowed in any proceedings, civil or criminal, in any court of this state, to disclose any information obtained by him from the records or such communications; nor to produce records or transcript thereof, except that testimony may be given, with the consent of the person so confiding or to whom the records relate, if the person is 18 years of age or over, or, if the person is a minor, with the consent of his or her parent or legal guardian.

Addendum 4

Compliance with La. R.S. 17:3913, Student information; privacy;
legislative intent; definitions; prohibitions; rules

and

La. R.S. 51:3071 *et seq.*, Louisiana Database Breach Notification Law

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 EADMS Terms and Conditions.

In accordance with La. R.S. 17:3913(F), Adrylan agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Adrylan 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, encryption, security questions, etc. Adrylan'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. Adrylan agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Adrylan agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Adrylan to access personally identifiable student data, Adrylan shall implement various forms of authentication to identify the specific individual who is accessing the information. Adrylan must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Adrylan shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Adrylan shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated 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.

Adrylan 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 Adrylan'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.

Adrylan 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, Adrylan further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Adrylan 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.

Adrylan shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Adrylan'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 or other information not suitable for public release. This definition applies regardless of whether Adrylan stores and manages the data directly or through a contractor, such as a cloud service provider.

Adrylan 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. Adrylan 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.

Adrylan 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 Adrylan and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

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

Adrylan 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. In the event of a breach of any of the Adrylan's security obligations or

other event requiring notification under applicable law, Adrylan agrees to notify the School Board immediately and assume responsibility for informing all such individuals in accordance with 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 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 Adrylan's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Adrylan agrees that if the original Contract is terminated or if the original Contract expires, Adrylan shall return all data to the School Board in a useable electronic format. Adrylan further agrees to erase, destroy, and render unreadable, all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Adrylan 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.