JRCB-E Confidentiality and Non-Disclosure Addendum

_____, Inc. ("Vendor") and Miami Yoder School District JT-60 (the "District"), agree that this Addendum shall supplement and supersede the _____ AGREEMENT dated _____, 2017 (including without limitation the provisions, if any, related to end-user licensing and student data privacy)

Definition of "Data": Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the Colorado Student Transparency and Security Act, the Family Education Rights and Privacy Act (FERPA), and all applicable state and federal law.

Rights and License to Data: All rights, including all intellectual property rights, in the Data shall remain the exclusive property of the District, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations and services. The Vendor does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. This includes the right to sell or trade Data. Any Data held by Vendor will be made available to the District upon request by the District.

Data Use and Collection: Vendor will only collect and use Data necessary to fulfill its duties, provide services, and improve services to the District. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by the Vendor on other media without the District's express permission. The District understands that Vendor may rely on one or more subcontractors to perform services. The Vendor agrees to share the names of these subcontractors with District upon request. All subcontractors and successor entities of Vendor will be subject to the terms of this Addendum.

Data Transfer or Destruction: Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: Vendor will store and process Data in accordance with industry standard practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as industry standard practices for responding to a breach of PII.

<u>Modification of Terms of Service</u>: Vendor agrees to notify District should any of the conditions change with the Vendor's Privacy Policy. Changes to Vendor's practices, Privacy Policy, or End User License Agreement that conflict with existing statutes may result in immediate termination of any vendor contract with the district. The District may terminate any Vendor contract with the District in the event the Vendor fails to cure a material breach of this Addendum within thirty (30) days of receiving written notice from the District.

| _____ | _____ | _____ |
| Vendor Signature | Title | Date |

| _____ | _____ | _____ |
| District Signature | Title | Date |