Madison County Schools Technological Services and Systems
Memorandum of Agreement (MOA)
Appendix K

THIS MEMORANDUM OF AGREEMENT, executed and effective as of the *14th* day of *February*, 20*23*, by and between *XSEL Labs*, a corporation organized and existing under the laws of *Delaware* (the "Company"), and **MADISON COUNTY SCHOOLS (MCBOE)**, a public school system organized and existing under the laws of the state of Alabama (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled "*Data Use Agreement*" hereafter referred to as (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student Personally Identifiable Information (PII) hereafter referred to as student information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain MCBOE Student Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all MCBOE student records containing personally identifiable information (PII) hereafter referred to as "Student Information". Student information will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to MCBOE Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all MCBOE Student Information. The Company shall take all reasonable steps to insure that no MCBOE Student information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for MCBOE under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of MCBOE, or (c) are entitled to such MCBOE student information from the Company pursuant to federal and/or Alabama law. The Company shall use MCBOE student information, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such information, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (a) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the MCBOE student information as confidential; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Alabama law; (c) maintain at all times a list of Authorized Representatives with access to MCBOE student information.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of MCBOE student information, including procedures to (a) establish user IDs and passwords as necessary to protect such information; (b) protect all such user passwords from detection and unauthorized use; (c) prevent hostile or unauthorized intrusion that could result in data corruption, or deny service; (d) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (e) minimize system downtime; (f) notify MCBOE

of planned system changes that may impact the security of MCBOE data; (g) return or destroy MCBOE data that exceed specified retention schedules; (h) notify MCBOE of any data storage outside the US; (i) in the event of system failure, enable immediate recovery of MCBOE information to the previous business day. The Company should guarantee that MCBOE data will not be sold to, accessed by, or moved by third parties.

In the event of a security breach, the Company shall (a) immediately take action to close the breach; (b) notify MCBOE within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the MCBOE student information compromised by the breach; (c) return compromised MCBOE data for review; (d) provide communications on the breach to be shared with affected parties and cooperate with MCBOE efforts to communicate to affected parties by providing MCBOE with prior review of press releases and any communications to be sent to affected parties; (e) take all legally required, reasonable, and customary measures in working with MCBOE to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (f) cooperate with MCBOE by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (g) provide MCBOE with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of MCBOE data of any kind, failure to follow security requirements and/or failure to safeguard MCBOE data. The Company's compliance with the standards of this provision is subject to verification by MCBOE personnel or its agent at any time during the term of the Agreement. Said information should only be used for the purposes intended and shall not be shared, sold, or moved to other companies or organizations nor should other companies or organization be allowed access to said information.

Disposition of MCBOE Data Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all required MCBOE student data and/or staff data. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to MCBOE data and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain MCBOE data in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in MCBOE data shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME] x Shl Labs

By: _C.L._____

    [Name] CLARK McKOWN

    [Title] FOUNDER

MADISON COUNTY SCHOOLS

By:_____

Ken Kubik

Superintendent

Madison County Schools