

directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

Disposition of WSD Student Information 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 WSD School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the WSD School Board, all required WSD Student Information or proof that all student has been deleted. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to WSD Student Information 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 WSD School Board, and shall maintain WSD 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 WSD Student Information shall survive termination of the Agreement.

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 compliance with its 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 Utah, 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 Utah.

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.

GALLUP, INC

By: Steve Heath Regional Director
[Name] [Title]

WEBER SCHOOL DISTRICT

By: Tanya Miller Student Data Security Manager
[Name] [Title]