

“In the event the terms of the DPA are silent as to any term or condition that is expressly provided for in the Service Agreement, the term or condition of the Service Agreement shall apply.”

7. **Successors Bound**. The last sentence of Section 7 (Successors Bound) of Article VII (Miscellaneous) is hereby deleted in its entirety.

## **EXHIBIT “G” - SUPPLEMENTAL SDPC STATE TERMS FOR ILLINOIS**

4. **Limitation on Re-Disclosure**. Section 4 (Limitations on Re-Disclosure) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby amended by inserting the phrase “under the DPA or” after the “otherwise permitted” in the first sentence.

### **10. Reimbursement of Expenses Associated with Security Breach**.

Section 10 (Reimbursement of Expenses Associated with Security Breach) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby deleted in its entirety and replaced with the following:

Provider shall, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider: (a) pay for or reimburse the cost of providing notification to the parents of those students whose Student Data was compromised; (b) provide credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe that it could impact his or her credit or financial security; and (c) provide any other notifications or fulfilling any other legal requirements adopted by the Illinois State Board of Education or of any other applicable state or federal laws.

Additionally, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider, Provider shall, at its own expense, retain an independent auditor to conduct and manage an audit as reasonably necessary to investigate the source and scope of the Security Breach. Provider shall defend, indemnify, and hold harmless LEA for legal fees, fines, and damages arising from third party claims against LEA for a Security Breach to the extent such breach is determined to have been caused by the actions or omissions of Provider. LEA must immediately notify the Provider of such a claim. Provider may assume, in its sole discretion, control of the defense, appeal, or settlement of any such third party claim by sending LEA a written notice of assumption within ten (10) business days of receiving notice. If Provider assumes control of the defense, LEA shall fully cooperate with Provider in connection therewith and may employ (at its own expense) separate counsel to represent it.

11. **Transfer or Deletion of Student Data.** Section 11 (Transfer or Deletion of Student Data) is hereby amended by deleting the last sentence of the first paragraph and replacing it with: “Upon termination of the Service Agreement the Provider shall effectuate such transfer or deletion of Student Data within a commercially reasonable period of time as long as that information is not necessary to comply with our legal obligations, resolve disputes, or enforce Provider’s agreements.”