

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