

# **Standard Student Data Privacy Agreement**

**IL-NDPA v1.0a**

School District or LEA

Marquardt School District 15

**and**

Provider

Cengage Learning, Inc.

Date:

May 16, 2025

The designated representative for the LEA for this DPA is:

Name: Danielle Bagdzius Title: Director of Curriculum, Instruction and Assessment

Address: 1860 Glen Ellyn Road, Glendale Heights, Illinois 60139

Phone: 630-469-7615 Ext:1141 Email: [dbagdzius@d15.us](mailto:dbagdzius@d15.us)

The designated representative for the Provider for this DPA is:

Name: Jean Yacchari \_\_\_\_\_ Title: K12 Contracts Program Manager

Address: 5191 Natorp Boulevard, Mason, Ohio 45040 \_\_\_\_\_

Phone: 513-630-8251 \_\_\_\_\_ Email: [USK12contractnotices@cengage.com](mailto:USK12contractnotices@cengage.com)

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: Danielle Bagdzius Date: 7/30/2025

Printed Name: Danielle Bagdzius Title/Position: Director of Curriculum, Instruction and Assessment

Provider:

By: Jean D. Yacchari Date: 07/30/2025

Printed Name: Jean Yacchari Title/Position: K12 Contracts Program Manager

the Provider shall notify the LEA at least five (5) days in advance of the court ordered disclosure to the Requesting Party and provide a copy of the court order to LEA, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, including but not limited to FERPA, PPRA, COPPA, ISSRA, MHDDCA, SOPPA, IPA, PIPA, and LRA, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, including but not limited to FERPA, PPRA, COPPA, ISSRA, MHDDCA, SOPPA, IPA, PIPA, and LRA, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation** Provider shall require, by written acknowledgment, all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a lawfully issued subpoena or other legal processor to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto

disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to immediately terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT“ B’**  
**SCHEDULE OF DATA**

Category of Data Data Elements	Mindtap, Mindtap School	CNOWv2, OWLv2, Webassign	Spark	PRODUCT NAME(S)
<b>Application Technology MetaData</b>				
IP Addresses of users, use of cookies, etc.	MT	CNOW, OWL, WA	X	
Other application technology metadata		CNOW, OWL, WA		
If 'Other' checked, please specify below checked box:		Browser name/ version/ type		
<b>Application Use Statistics</b>				
Metadata on user interaction with application	MTS, MT	CNOW, OWL, WA		
<b>Assessment</b>				
Standardized test scores		CNOW, OWL		
Observation data		CNOW, OWL		
Other assessment data		WA		
If 'Other' checked, please specify below checked box:		Time Accommodation		
<b>Attendance</b>				
Student school (daily) attendance data				
Student class attendance data				
<b>Communication</b>				
Online communication captured (emails, blog entries)		CNOW, OWL, WA	X	
<b>Conduct</b>				
Conduct or behavioral data		CNOW, OWL		
<b>Demographics</b>				
Data of birth				
Place of birth				
Gender				
Ethnicity or race				
Language information (native, or primary language spoken by student)				
Other demographic information				
If 'Other' checked, please specify below checked box:				
<b>Enrollment</b>				
Student school enrollment	MTS, MT	CNOW, OWL, WA		
Student grade level				
Homeroom				
Guidance counselor				

Category of Data / Data Elements	Mindtap, Mindtap School	CNOWv2, OWLv2, Webassign	Spark	PRODUCT NAME(S)
<b>Student Name</b>				
First and/or last	MTS, MT	CNOW, OWL, WA	X	
<b>Student In App Performance</b>				
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)			X	
<b>Student Program Membership</b>				
Academic or extracurricular activities a student may belong to or participate in				
<b>Student Survey Responses</b>				
Student responses to surveys or questionnaires	MT			
<b>Student Work</b>				
Student generated content; writing, pictures, etc.	MT	CNOW, OWL, WA	X	
Other student work data		CNOW, OWL		
If 'Other' checked, please specify below checked box:		File attachments		
<b>Transcript</b>				
Student course grades	MT	OWL, WA	X	
Student course data	MT	OWL, WA	X	
Student course grades/performance scores	MT	OWL, WA	X	
Other transcript data				
<b>Transportation</b>				
Student bus assignment				
Student pick up and/or drop off location				
Student bus card ID number				
Other transportation data – please specify				
<b>Other</b>				
Please list each additional data element used, stored, or collected by your application:				
<b>None</b>				
No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable				

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA the term " Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT " E "**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Marquardt School District 15 ("Originating LEA") which is dated DATE, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit E** to Provider at the following email address: .

**PROVIDER:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the  
and

**\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**Subscribing LEA:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois**

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Marquardt School District 15 (the "Local Education Agency or "LEA") and Cengage Learning, Inc.(the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

as a result of the security breach; and.

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

**11. Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

**12. Public Posting of DPA.** Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

**13. Subcontractors.** By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

**14. DPA Term.**

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

**EXHIBIT "H"**  
**Additional Terms or Modifications**  
Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

For convenience, language that has been added in the below sections is shown in *italics*, and language that has been deleted is shown in ~~strikethrough~~.

1. Article III.1, *Provide Data in Compliance with Applicable Laws*, is amended by adding the following language to the end: *"To the extent the Services involve the collection by the Provider of personal information (as such term is defined in the Children's Online Privacy Protection Act) from children under the age of thirteen (13), the LEA consents on behalf of parents to the collection of personal information by Provider for education purposes that benefit the LEA and for the provision of obtaining Services, and not for other commercial purpose, including selling Student Data. The individual signing this DPA on behalf of the LEA has the authority to authorize the collection of personal information on behalf of the LEA. The Provider's privacy notices are available at <https://www.cenqagegroup.com/privacy/>."*
2. Article IV.2, *Authorized Use*, is amended as follows: *"The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement, as required to comply with applicable law, and/or otherwise authorized under the statutes referred to herein this DPA."*
3. Article IV.5, *De-Identified Data*, the second-to-last sentence, is amended as follows: *"Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless ~~(a)~~ that party agrees in writing not to attempt re-identification and prompt notice has been provided to the LEA, and ~~(b)~~ prior written notice has been given to the LEA who has provided prior written consent for such transfer."*
4. Article IV.6, *Disposition of Data*, is amended as follows: *"Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree consistent with Provider's data retention and destruction policies. Upon termination of this DPA, if no written request from the LEA is received within thirty (30) days, Provider shall dispose of all Student Data consistent with Provider's data retention and destruction policies ~~after providing the LEA with reasonable prior notice~~. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. At any time prior to termination of the DPA, the LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**. Notwithstanding the foregoing, Provider may retain Student Data for the purposes of complying with law, provided that the terms of this DPA shall survive and apply with respect to such retained Student Data and Provider shall only use and disclose the retained Student Data for the purposes that require its retention."*
5. Article V.2, *Audits*, is amended as follows: *"No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ~~ten (10)~~ twenty (20) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. Such audit shall be conducted during the Provider's ordinary business hours and in a manner designed to minimize its impact upon Provider's business and operations. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA."*
6. Article V.3, *Data Security*, is amended by deleting the strike-through text as follows: *~~"Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**."~~*
7. Article V.4(3), *Data Breach*, is amended as follows: *"Provider further acknowledges and agrees to have a written incident response plan that ~~reflects best practices and~~ is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon written request, with a summary of said written incident response plan."*
8. Article VII.8, *Authority*, is replaced in its entirety with the following text: *"Intentionally Omitted."*
9. Article VII.10, *Limitation of Liability*, is added as follows: *"NOTWITHSTANDING ANYTHING IN THE SERVICE AGREEMENT OR THIS DPA TO THE CONTRARY, PROVIDER'S LIABILITY SHALL NOT EXCEED One Million Dollars \$1,000,000) IN CONNECTION WITH THE PROVISION OF THE SERVICES UNDER THE SERVICE AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE TO THE LEA IN ANY RESPECT, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF THE SERVICE AGREEMENT OR THIS DPA OR THE ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER."*
10. Exhibit G, Section 1, *Compliance with Illinois Privacy Laws*, is amended by adding *"applicable"* before *"Illinois laws and regulations."*
11. Exhibit G, Section 4, *Limits on Re-Disclosure*, is amended by adding the italicized text as follows: *"The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA or this Addendum, necessary to provide the services, or otherwise required by law. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider,*