

**School District
Addendum to Agreement with Alert Logic/CDWG**

The provisions of this Addendum amend the **Alert Logic/CDWG** Master Terms and Conditions (the “Agreement”) between the Board of Education of Community Unit School District No. 300, Kane, McHenry, Cook, and DeKalb Counties, Illinois (“School District”) and **Alert Logic**, a **Delaware** corporation (“Company”) to the extent applicable in connection with the Services provided by Company under the Agreement. This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the term(s) of the Agreement that conflict(s) with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, “School District data” means any data or information collected, maintained, generated, or inferred that alone or in combination personally identifies an individual student or the student’s parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 (“FERPA”) and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 *et seq.* & 23 IAC 375.

The Company acknowledges for the purposes of this Addendum and to the extent applicable that it will be designated as a “school official” with “legitimate educational interests” in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations.

To the extent that the Company’s collection, use or disclosure of personal information from students is governed by the Children’s Online Privacy Protection Act (“COPPA”), the Company agrees that the Company’s use of the School District data will be solely for the benefit of the School District’s students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District’s purpose contemplated under the Agreement, including any other commercial purpose.

With respect to the Company’s collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment (“PPRA”), the Company agrees that any such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District’s students or educational institutions.

3. Company Obligations:

3.1 *Uses and Disclosures as Provided in the Agreement.* The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and

regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.

3.2 *Nondisclosure Except as Provided in the Agreement.* The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

Safeguards. The Company agrees it has implemented appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data. The Company shall maintain complete and accurate records of these security measures and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours.

3.3 *Reasonable Methods.* The Company agrees to use “reasonable methods” to ensure to the greatest extent practicable that the Company and all parties engaged in providing the Services to School District are compliant with state and federal law.

3.4 *Privacy Policy.* Omitted.

3.5 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District’s request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall return to the School District any School District data in its possession. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business.

3.6 *Minimum Necessary.* The Company attests that the data requested by the Company from the School District for the School District to access the Company’s products or services represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this Addendum will have access to the School District data to perform the work.

3.7 *Data Ownership.* The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District.

3.8 *Misuse or Unauthorized Release.* The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data provided by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.9 *Data Breach.* In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, after the

Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company’s primary security contact; (3) to the extent reasonable, assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) to the extent reasonable, assist the School District with any notification the School District deems necessary related to the security breach. The Company shall, unless required by law, only provide notices directly to the School District contacts or as otherwise instructed in writing by School District.

4. Prohibited Uses

- 4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.
- 4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company’s website, online service, or application; or investigate a matter related to public safety. The Company shall notify the School District as soon as possible of any use described in this paragraph.

5. Miscellaneous .

- 5.1 *Freedom of Information Act.* The Company acknowledges that School District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the “FOIA”), and that the School District shall not be in breach of any confidentiality provisions contained in the Agreement if the School District releases a record in compliance with the FOIA.
- 5.2 *Amendment.* No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement.
- 5.3 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Alert Logic, Inc.

Date

Community Unit School District
No. 300

Date

DocuSigned by:
Wes VanDenburg
1005B10F7A4A418...

5/1/2020

Susan Harkin

05/03/2020

A3BB358670FE4AD718B86C5B0A2FAD86

contractworks.