

Amendment One to Texas Data Privacy Agreement Version 2.0 between Ferris Independent School District and Supplier

This amendment agreement, made and entered into is effective as of Nov. 7, 2019 (the "**Amendment**"), is to modify the Texas Data Privacy Agreement Version 2.0 between Ferris Independent School District and (the "**Supplier**" as identified below). The terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

WITNESSETH:

WHEREAS, it has been determined that there is a need for the service provider to have access to data to perform the requirements of this contract;

WHEREAS, Parties are in agreement that the existing agreement shall be modified as listed below:

[Article II.2 shall now read:](#)

**Operator Materials.** Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.

[Article II.3 shall now read:](#)

**Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 45 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

[Article II.4 shall be removed:](#)

Article II.4 refers to **Data Portability**, and this product does not currently have this feature and this is not applicable based on the Services provided; therefore, this section will not be enforced.

[Article II.5 shall now read:](#)

**Third Party Request.** Should a Third Party, including law enforcement and government entities contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party. The Provider will not use, disclose, compile, transfer, sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof.

Article II.7.para2 shall now read:

**Subprocessors.** All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors.

Article IV.2. (2<sup>nd</sup> sentence) shall now read:

**Employee Obligation.** Operator shall require annual security awareness training for each employee or agent with access to Data pursuant to the Service Agreement.

Article IV.4. (6<sup>th</sup> & 7<sup>th</sup> sentences) shall now read:

**Access To, Return, and Disposition of Data.** The duty to dispose of Data shall not extend to data that has been de-identified, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Data" FORM, a sample of this form is attached on Exhibit "D". Upon receipt of a request from the LEA, the Operator will promptly provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

Article V.1.a shall now read:

**Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data. Operator shall only provide access to Data to employees or subprocessors that are performing the Services. All employees with access to Data shall pass criminal background checks.

Article V.1.g shall now read (2<sup>nd</sup> sentence removed):

**Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any critical or high identified security and privacy vulnerabilities in a timely manner.

Article V.1.i shall now read:

**Audits.** Upon receipt of a request from the LEA, and at most once per year, the Provider will provide the most recent third-party SOC 2 audit results.

Article V.1.j shall now read:

Operator shall 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 any portion of Data, including PII.

Article V.2 shall now read (Article V.2.d shall be removed):

**Data Breach.** When Operator reasonably suspects and/or becomes aware of any unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall provide notification to LEA as soon as practicable and no later than three (3) days of the incident being reported. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.

**IN WITNESS WHEREOF**, the undersigned have caused this Amendment to be duly executed as of the date first above written. All other provisions remain unchanged.

Ferris Independent School District

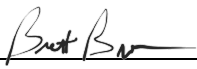
Company: Frontline Technologies Group LLC

Name: Brett Browne

Name: Gregory A. Doran

Title: Director of Technology

Title: CFO

Signature: 

Signature: 