

ADDENDUM TO AGREEMENTS WITH DESTINY CUSTOMERS IN CALIFORNIA

This addendum, dated July 20, 2016 (this "Addendum") is by and between Oxnard Union High School District ("Customer") and Follett School Solutions, Inc. ("Follett") in connection with that certain agreement for Follett's Destiny or other product(s) dated November 12, 2013 (the "Agreement") and is intended to comply with California Assembly Bill 1584 ("AB 1584") the Student Online Personal Information Protection Act ("SOPIPA"). Capitalized terms used, but not defined, in this Addendum shall have the meanings ascribed to them in the Agreement, excepted as specifically noted below.

Customer and Follett hereby agree as follows:

1. This Addendum shall be incorporated by reference into the Agreement.
2. The term of this Addendum shall expire on the termination date stated in the Agreement, as the same may be amended.
3. In respect of AB 1584 (defined terms used, but not defined herein shall have the meanings ascribed to them in AB 1584):
 - a. Pupil Records obtained by Follett from Customer continue to be the property of and under the control of Customer.
 - b. Pupil-generated content within Destiny is limited to book reviews in Destiny Library Manager for cataloged resources and book reviews and notes for eBooks supplied by Follett and rendered through Follett's Brytewave ereader, or any successor Follett ereader ("Follett ereader") that is a Follett component of the Destiny platform. Customer shall determine, in its sole discretion, whether to allow its Pupils to create book reviews in the Destiny platform, or any successor platform (the "Platform"). If so allowed, Pupils may, at their option copy and paste the text or a screen print of a book review from within Destiny into any other software application which supports standard web copy/paste function. Customer shall determine, in its sole discretion, whether to allow its Pupils to attach an audio or video file created in an external application to a book review. If so allowed, Pupils would access this attached Pupil-generated content through the external application which created it. Note taking is a standard function of the Follett ereader. Pupils may, at their option copy and paste the text or screen print notes they have taken relating to ebooks on the Follett ereader into any other software application which supports standard web copy/paste function. Follett shall have no control or ownership rights in such Pupil-Generated Content.
 - c. The Platform does not allow Pupils to create personal accounts which are disassociated from the Customer institution. Customer shall determine, in its sole discretion whether to allow its pupils to establish their own login credentials or whether Pupil logins will be created by the Customer. In either case, all Pupil accounts created are associated with the Customer institution and administered and controlled by the Customer.

- d. Follett shall not use any information in the Pupil Record for any purpose other than those required or specifically permitted in the Agreement.
- e. Access to the Platform is limited to the Customer and its authorized users, including its Pupils. Personally identifiable information that the Customer may store within the Platform may include Student ID, Barcode ID, Student Name, Nickname, email address, Gender, Graduation Year, Address, Phone Numbers, Picture, and Homeroom, plus up to 5 variable fields which may be assigned at the discretion of the Customer. It is the Customer's responsibility to assign and maintain identifying data entered in the platform and to ensure that identifying data complies with federal and state laws. The platform does not contain data which associates Pupils with Parents, Legal Guardians or families. Parents and Legal Guardians may review personally identifiable information in the Pupil Records by submitting a request to the Customer. Customer Administrators with authorized access to the Platform can screen print the Personally identifiable Pupil information from the Destiny Patron screen for review by authorized individuals and make any requested changes.
- f. Follett shall store and process the Pupil Records in accordance with industry practices, including utilizing appropriate administrative, physical and technical safeguards to secure the Pupil Records from unauthorized access, disclosure and use. Follett's Code of Conduct provides an overview of the standards of behavior for business dealings applicable to Follett employees of all departments, subsidiaries, and operations. By completing a course and signing the Code of Conduct, Follett employees annually acknowledge their obligation to protect the confidentiality and proprietary information of Follett customers, to not disclose this information to unauthorized persons, and to not engage in illegal activities. Follett also continues to update and deliver in-person and web-based data privacy and security training and resources which addresses specific education industry regulations and acceptable handling practices for associates with access to Pupil Records.
- g. In the event of unauthorized disclosure of any Pupil Records, Follett will follow its corporate data security incident response plan, which includes notifying affected Customer in a timely and efficient manner in coordination with Follett's internal legal counsel. It is expected that most notifications will occur within 24 hours of authorization by Follett's General Counsel. Follett will provide appropriate data to assist Customer in their efforts to notify affected eligible Pupils their Parents and Legal Guardians in the case of unauthorized disclosure. Any such notices shall be in accordance with federal and California state law.
- h. Follett certifies that Pupil Records shall not be retained or available to Follett upon completion of the terms of Agreement and shall be deleted or provided to Customer as set forth in the agreement. Such certification shall be provided in writing upon request by Customer.

advertising); use de-identified data within the Covered Services to improve educational products or to demonstrate the effectiveness of the Covered Services; share de-identified and aggregated student information for the development and improvement of educational sites, services, or applications; use student data, including Covered Information, for adaptive learning or customized student learning purposes; market educational products directly to parents so long as the marketing does not result from the use of Covered Information obtained by the Covered Operator through the provision of Covered Services.

5. Except as specifically amended by this Addendum, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, the parties execute this Addendum on the dates set forth below.

CUSTOMER

By: Robin I. Freeman

Name: Robin I. Freeman

Title: Asst. Supt. Ed. Services

Date: 7/28/16

FOLLETT SCHOOL SOLUTIONS, INC.

By: ^{DocuSigned by:}
George Gatsis
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Name: George Gatsis

Title: SVP

Date: 7/28/2016