OREGON STUDENT DATA PRIVACY AGREEMENT
Version 1.0

Beaverton School District

and

IXL Learning, Inc.

May 24, 2019

This Oregon Student Data Privacy Agreement ("DPA") is entered into by and between the Beaverton School District (hereinafter referred to as "LEA") and IXL Learning, Inc. (hereinafter referred to as "Provider") on May 24, 2019. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated May 24, 2019 and the IXL terms of service, available at www.ixl.com/termsofservice (collectively, the "Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state student privacy laws, including SB 187 (Or. Rev. Stat. § 336.184), Oregon Student Information Protection Act ("OSIPA"), Or. Rev. Stat. § 646.607 – 646.652; Or. Rev. Stat. § 326.565, et seq. (Student Records); and

WHEREAS, this Agreement is intended to comply with applicable Oregon law and Federal law.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, OSIPA and other applicable Oregon State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

IXL Services

3. **Student Data to Be Provided**. In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

Please see attached rostering spreadsheet. The District has the option of providing as much or little of the information on the rostering spreadsheet as deemed necessary by the District. The IXL Service may be used on a pseudonymous basis.

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement to the extent such terms are used in the DPA.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. As between the parties, all Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider 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 Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Provider shall, at the request of the LEA, transfer Student Generated Content to a separate student account.

4. **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 unless legally prohibited. The Provider will not use, disclose, compile, transfer, sell the Student 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 Student Data and/or any portion thereof.

5. **No Unauthorized Use**. Provider shall not use Student Data for any purpose other than as explicitly specified in the Service Agreement or this Agreement.

6. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With FERPA**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, OSIPA and all other Oregon privacy statutes quoted in this DPA.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under 4 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, and determine whether Provider qualifies as a school official.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected 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 State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, OSIPA and all other Oregon privacy statutes identified in this DPA.

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 stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the 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.

No Disclosure. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data

4. **Disposition of Data**. Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service

Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Directive for Disposition of Data" FORM, (attached hereto as Exhibit "D"). Upon receipt of a request from the LEA, the Provider will provide the LEA with any specified portion of the Student Data within three (3) calendar days of receipt of said request.

5. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client or as expressly permitted by Or. Rev. Stat. § 336.184. This section does not prohibit Provider from generating legitimate personalized learning recommendations.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks according to Provider's then current criminal background check procedures.

    b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained

or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols in the transfer or transmission of any data designed so that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit Student Data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA. The foregoing does not limit the ability of the Provider to allow any subprocessors to view or access data in accordance with Article II, Section 6.

d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated.

f. **Security Coordinator**. Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with the written agreement.

h. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

i. **Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

j. **Audits.** Upon receipt of a request from the LEA, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Student Data or any portion thereof. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority/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 Provider. The preceding sentence only applies to the extent such audits or investigations are required by law. Provider may provide an independent, third-party report in place of allowing the LEA to conduct the audit, if the LEA consents to the independent, third-party. The LEA may not unreasonably withhold its consent.

2. **Data Breach**. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:

   a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

   b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

      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.
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   c. Provider agrees to adhere to all requirements in applicable State and in federal law 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.

   d. Provider further acknowledges and agrees to have a written incident response plan that is consistent with 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 copy of said written incident response plan.

f. The Provider will assist the District when requested in the District's notification of the affected parent, legal guardian or eligible pupil of the unauthorized access by providing information reasonably required to provide such notifications or as otherwise required by law.

ARTICLE VI- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (attached hereto as Exhibit "E"), be bound by the terms of this to any other LEA who signs the acceptance on said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for a period of three (3) years, or so long as the Provider performs services under this Agreement, whichever shall be longer.

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article V, section 1(b).

4. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives below:

   The designated representative for the Provider for this Agreement is:

   IXL Learning, Inc.
   777 Mariners Island Blvd. Suite 600
   San Mateo, CA 94404
   With copy to: legalnotices@ixl.com

The designated representative for the LEA for this Agreement is:

Insert LEA Info : Jim Newton, Manager of Application Development

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS PERFORMED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof is stored, maintained or used in any way.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Oregon Student Data Privacy Agreement as of the last day noted below.

IXL Learning, Inc.

BY: _____ Date: Insert Date 05/24/2019

Printed Name: Paul Mishkin Title/Position: CEO

Address for Notice Purposes: 777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Insert School District Name : Beaverton School District

BY: _____ Date: 6/14/2019

Printed Name: Ngoc Le Title/Position: Senior Purchasing Agent

Address for Notice Purposes:

Insert Address : 16550 SW Merlo Road, Beaverton, OR 97003

EXHIBIT "A"

Insert Nature of Services Provided : None

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	x
	Other application technology meta data-Please specify:	x
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	x
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	

Category of Data	Elements	Check if used by your system
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	

Category of Data	Elements	Check if used by your system
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Category of Data	**Elements**	**Check if used by your system**
Student Contact Information	Address	
	Email	x
	Phone	
Student Identifiers	Local (School district) ID number	x
	State ID number	x
	Vendor/App assigned student ID number	x
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading	x

Category of Data	Elements	Check if used by your system
	program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please	

Category of Data	Elements	Check if used by your system
	specify:	
Other	Please list each additional data	

Category of Data	Elements	Check if used by your system
	element used, stored or collected by your application	

EXHIBIT "C"

DEFINITIONS

ACPE (Association for Computer Professionals in Education): Refers to the membership organization serving educational IT professionals in the states of Oregon and Washington to promote general recognition of the role of IT professionals in educational institutions; improve network and computer services; integrate emerging technologies; encourage appropriate use of information technology for the improvement of education and support standards whereby common interchanges of electronic information can be accomplished efficiently and effectively.

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; and (2) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: The term Student Data refers to "Covered Information" as that term is defined in Or. Rev. Stat. § 336.184tis defined 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means an entity other than the Provider, LEA, or a Subprocessor.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or District or LEA] directs [Name of Company] to dispose of data obtained by Company pursuant to the terms of the Service Agreement between LEA and Company. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Insert categories of data

_____Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

____Disposition shall be by destruction or deletion of data.

____Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Insert Special Instructions

3. Timing of Disposition

Data shall be disposed of by the following date:

_____As soon as commercially practicable

_____By

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

DELETED

EXHIBIT "F" DATA SECURITY REQUIREMENTS

Additional data security requirements detailed in Exhibit H, IXL Information Security Policies and Procedures.

EXHIBIT H

IXL Information Security Policies and Procedures

Introduction

IXL's information security is a top priority to the company. IXL employs reasonable organizational and technical means to prevent unauthorized access, use, alteration, or disclosure of customer data stored on systems under IXL's control.

1. **Access to customer data.** IXL limits its personnel's access to customer data as follows:
   - Requires unique user credentials and two-factor authentication to access network environments containing user data;
   - External connections to all production systems are limited to encrypted and secure protocols, and governed by firewall rules that grant the minimal amount of access required to perform required functions; and
   - Limits access to customer data to employees with a business need for access.

2. **Data encryption.** IXL provides encryption for customer data as follows:
   - Network connections to IXL's production environment utilize Transport Layer Security (TLS) or Secure Shell (SSH);
   - All data stored in IXL's production environment is encrypted at rest using AES-256 bit encryption; and
   - All data stored on IXL-owned laptops is encrypted at rest.

3. **Data Security Measures**
   - IXL employs automated log collection and audit trails for production systems.
   - Connections originating from untrusted networks segments will be governed by firewall rules and other security safeguards that grant the minimal access required to access the intended service provided by the company.
   - System passwords and access keys are stored in a privileged location accessible only to IXL security administrators, and all credentials are changed from factory default settings.
   - Production systems receive regular maintenance to apply security patches; and
   - Physical access to systems requires security RFID badges and biometric authentication, and is limited to IT staff performing physical maintenance.

4. **Independent security assessments.** IXL utilizes the following third-party services to evaluate and certify IXL's security methodology:
   - Undergoes monthly third-party network vulnerability scanning and assessment tests;
   - Maintains PCI-DSS Compliance Level 2; and
   - Randomly selects employees for security assessment practical examination on an ongoing basis.

5. **Incident response.** In the event of a data breach, a thorough post mortem will be conducted to identify the cause and scope of the breach, systems will be patched in a timely manner if necessary, and changes to security methodology will be implemented if warranted. IXL will also comply with any contractual and legal obligations regarding notification of data breaches.

6. **Personnel Management.** IXL requires its employees to conform to information security standards as follows:
    - Performs employment verification, including proof of identity validation and criminal background checks for all new hire;
    - Conducts on-going training with IXL employees on network security practices and company data handling procedures; and
    - Revokes employee access to IXL networks and services upon departure from the company.

7. **Modifications to policy.** From time to time, IXL may modify this policy and its security procedures, but will not materially reduce the overall level of information security. IXL will provide any updates to policy upon request.

Last Modified: November 10, 2017