DATA PRIVACY AMENDMENT TO AGREEMENT
THE IRVINE UNIFIED SCHOOL DISTRICT

AND

ImPACT Applications, Inc.

WHEREAS, the Irvine Unified School District ("District") and ImPACT Applications, Inc., (hereinafter referred to as Provider"), have entered into an Agreement whereby Provider has agreed to provide a non-exclusive, non-transferable (except as permitted in the Underlying Agreement), license to the District to access and use the Product(s) via the ImPACT Site or Customer Site; (hereinafter referred to as "Service") and

WHEREAS, in order to provide the Services described above, Provider may receive documents defined as student records under FERPA and California AB 1584, among other statutes, which are therefore subject to statutory protection; and

WHEREAS, the Agreement, either having been executed prior to or after the enactment of AB 1584, (currently found in Education Code section 49073.1), and may not contain all of the provisions required by that Statute;

WHEREAS, the parties wish to execute this Amendment to bring the underlying Agreement in full compliance with AB 1584.

NOW THEREFORE, for good and valuable consideration, the Parties agrees as follows:

PURPOSE

1. The purpose of this Amendment is to bind the parties to uphold their responsibilities under all applicable privacy statutes, including the Family Education Rights Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and AB 1584, found in Education Code including Section 49073.1. Specific duties are set forth below.

DATA OWNERSHIP AND AUTHORIZED ACCESS

2. Data Property of District: All information, data, and other content transmitted by the District to the Provider, or entered or uploaded under District's user accounts, remain the sole property of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes. Provider and the District shall establish reasonable procedures by which a parent, legal guardian or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account.

3. Data Access: Provider may access District data solely to fulfill its obligations under this Amendment.

4. Third Party Access: Provider may not distribute District data or content to a third party except for the Provider's subcontractors or agents, without District's express written consent, unless required by law.

(IUSD 2016)

Provider shall ensure that any subcontractor or agents that create, receive, maintain or transmit Protected Information on behalf of the Provider agree in writing to restrictions and conditions no less restrictive than those that apply to the Provider under this Amendment and the Underlying Agreement.

5. Third Party Request: Should a third party, except the Provider subcontractors and agent provided for herein, contact Provider with a request for District data, including law enforcement and government entities, the Provider shall redirect the third party to request the data directly from the District. Provider shall notify the District in advance of a compelled disclosure to a third party unless legally prohibited.

6. Applicability of COPPA: Provider warrants to District that all data collected directly from children and/or data resulting from tracking children's use of the service is subject to parental consent and will occur in strict conformity to the requirements of the Children's Online Privacy Protection Act (COPPA). District shall obtain such parental consent. Provider may not sell or market student data, or use student data for sale or marketing purposes without express parental consent.

DUTIES

7. District: The District will perform the following duties:

(a) Provide Data: Provide data for the purposes of the Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g.

(b) Precautions: Take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

(c) Notification: Notify Provider promptly of any known or suspected unauthorized access.

8. Provider: Provider will perform the following duties:

(a) Privacy Compliance: Comply with all FERPA, COPPA, PPRA and AB 1584 (Education Code section 49073.1), among others. These duties shall include the following:

(b) Authorized Use: The data shared under the Agreement shall be used for no purpose other than the work stated in this Amendment and or otherwise authorized under the statutes referred to in subsection (a), above.

(c) Employees Bound: As applicable, require all employees of Provider and agents with access to data to comply with all applicable provisions of FERPA laws with respect to the data shared under this Amendment. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to data pursuant to this Amendment.

(d) Secure Environment: Maintain all data obtained pursuant to this Amendment in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Amendment except as necessary to fulfill the purpose of the original request. Provider has security measures in place to help protect against loss, misuse and alteration of the data under Provider's control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Provider shall host the service in a secure server environment that uses a firewall and other advance technology in an effort to prevent interference or access from outside intruders. The

(IUSD 2016)

service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

(e) No Disclosure: Not disclose any data obtained under this Amendment in a manner that could identify an individual student to any other entity in published results of studies as authorized by this Amendment. De-identified information may be used by the vendor for the purposes of development and improvement of educational sites, services or applications.

(f) Disposition of Data: Destroy all personally identifiable data obtained under this Amendment when it is no longer needed for the purpose for which it was obtained, or transfer said data to the District or District's designee, according to a schedule and procedure as the Parties may reasonable agree. Nothing in this Amendment authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

(g) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to District data stored on equipment used by Provider or in facilities used by Provider, Provider will: promptly notify the District of the suspected or actual incident; promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; assist the District in notifying affected users commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.

DATA REQUEST

9. Data Requested: [ImPACT requires the following data: First Name, Last Name, DOB, Sex, Height, Weight, Handedness and Test Scores/Responses. Optional fields include Address, email address, ethnicity, first and second languages and education level.

10. School Year: Provider is requesting data for the following school year(s): The initial term under this agreement will commence on July 1, 2016 and terminate on June 30, 2017. Parties have the option for up to (4) one-year renewals under this Agreement.

AUDIT

11. The District reserves the right to inspect the Provider's books, records, policies and procedures to ensure compliance with this Amendment and applicable law.

AGREEMENT

12. Priority of Agreements: This Amendment shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of this Amendment and the Agreement or any other bid/RFP, license agreement, or contract document(s) in existence, the terms of this Amendment shall apply.

13. Other Provisions Unaffected: Except as described in paragraph 12 above, all other provisions of the Agreement shall remain unaffected.

14. Modification of Agreement: No modification or waiver of any term of this Amendment is effective unless signed by both parties.

(IUSD 2016)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last day noted

below.

IRVINE UNIFIED SCHOOL DISTRICT

By: _____

Printed Name: John Fogarty

IUSD Board Approved 8/23/16

Date: _August 24, 2016_

Title/Position: Asst. Supt. Business Services

ImPACT Applications, Inc.

By: _____

Printed Name: Michael Wahlster

Date: 07/25/2016

Title/Position: Chief Executive Officer

Note: Electronic signature not permitted.

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(IUSD 2016)

AMENDMENT NO. 1 TO SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO THE SERVICES AGREEMENT (this "*Amendment*") by and between IMPACT APPLICATIONS, INC. ("*ImPACT*") and IRVINE UNIFIED SCHOOL DISTRICT on behalf of itself and its affiliated schools ("*Customer*"), is entered into this 1st day of May, 2017 (the "*Effective Date*"), with reference to the facts set forth below. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

RECITALS

A.   ImPACT and Customer entered into the Services Agreement on July 1, 2016 (the "*Agreement*"); and

B.   Pursuant to Section 9.9 of the Agreement, ImPACT and Customer have mutually agreed to amend the Agreement as set forth in this Amendment.
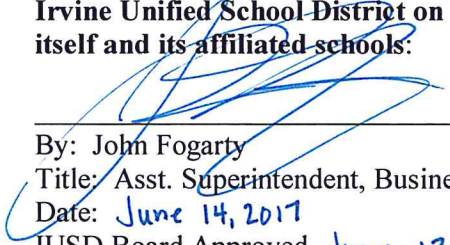
AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, covenants and conditions set forth herein, the parties hereto agree as follows:
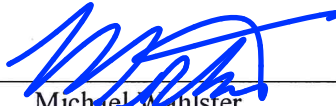
1.   Pursuant to Sections 8 and 9 of the Agreement, the parties hereby agree to extend the Term by entering into a Renewal Term ending on June 30, 2018.

2.   Pursuant to Section 5 of the Agreement, ImPACT hereby provides notice to Customer, the ImPACT Product Fees will increase, effective upon the Renewal Term, beginning July 1, 2017.

3.   Schedule A of the Agreement shall be deleted in its entirety and replaced with the attached Schedule A, hereby incorporated into the Agreement as Schedule A.

4.   Pursuant to Section 10 of the Data Privacy Amendment to Agreement dated August 24, 2016, the parties hereby agree to extend the Term for an additional year ending on June 30, 2018.

5.   Except as otherwise expressly modified herein, all terms and conditions of the Agreement, shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Agreement, this Amendment shall control.

6.   This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and, together, shall constitute one document.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Services Agreement as of the Effective Date.

Irvine Unified School District on behalf of itself and its affiliated schools:	ImPACT APPLICATIONS, INC.:
By: John Fogarty	By: Michael Wahlster
Title: Asst. Superintendent, Business Services	Title: Chief Executive Officer
Date: June 14, 2017	
IUSD Board Approved June 13, 2017	

AMENDMENT 2 TO SERVICES AGREEMENT

This AMENDMENT 2 TO SERVICES AGREEMENT ("Amendment 2") by and between IMPACT APPLICATIONS, INC. ("ImPACT") and IRVINE UNIFIED SCHOOL DISTRICT on behalf of itself and its affiliated schools ("Customer"), is entered into this June 30, 2018 (the "Effective Date"), with reference to the facts set forth below. ImPACT and Customer agree to amend the terms and conditions of the Services Agreement ("Agreement"), upon and subject to the terms and conditions of this Amendment 2, notwithstanding anything to the contrary in the Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

RECITALS

a. ImPACT and Customer entered into the Agreement on July 1, 2016 with a term date ending June 30, 2017; and

b. ImPACT and Customer entered into an Amendment on May 1, 2017 ("Amendment 1") extending the contract through June 30, 2018; and

c. Pursuant to Sections 8.1 and 9.9 of the Agreement ImPACT and Customer have mutually agreed to amend the Agreement as set forth in this Amendment 2.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, ImPACT and Customer hereby agree as follows:

1. Pursuant to Sections 8 and 9 of the Agreement, ImPACT and Customer agree to extend the Term by entering into a Renewal Term ending June 30, 2019.

2. Schedule A of the Agreement shall be deleted in its entirety and replaced with the attached Schedule A, hereby incorporated into the Agreement as Schedule A.

3. Pursuant to Section 10 of the Data Privacy Amendment dated August 24, 2016, ImPACT and Customer hereby agree to extend the Term for an additional year ending June 30, 2019.

4. Section 8.1 shall be amended to strike the requirement for Customer to notify ImPACT at least thirty (30) days prior to the applicable term that the Agreement will expire.

5. Section 7.1 shall be amended to strike the following "...in no event shall ImPACT be required to indemnify Customer in an amount or amounts, in the aggregate, in excess of the fees and payments ImPACT has received hereunder."

6. Section 9.8 shall be amended to include the following sentence:

> "In addition, ImPACT agrees to maintain the Insurance Requirements attached hereto as Schedule B. Notwithstanding the foregoing, the parties acknowledge and agree that: (i) ImPACT does not and will not maintain Sexual Abuse/Molestation Coverage; (ii) it will not provide copies of its insurance policies or lists of excluded coverage to Customer for review; and (iii) the Certificate of Insurance will not provide a thirty (30) day prior written notice of cancellation, rather ImPACT will endeavor to provide such notice

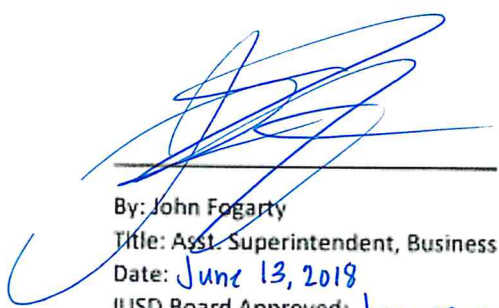AMENDMENT 2 TO SERVICES AGREEMENT

directly to Customer. The required waiver to the insurance coverage requirements is attached hereto as Schedule C, provided, however, that the last paragraph of such waiver concerning indemnification is null and void and not applicable to this Agreement."

7. Schedule B and Schedule C are attached hereto and incorporated herein by reference.
8. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment 2 and the Agreement and/or Amendment 1, this Amendment 2 shall control.
9. The Amendment 2 may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, ImPACT and Customer have executed this Amendment 2 to Services Agreement as of the Effective Date.

Irvine Unified School District

ImPACT Applications, Inc.

By: John Fogarty
Title: Asst. Superintendent, Business Services
Date: June 13, 2018
IUSD Board Approved: June 12, 2018

By: Michael Wahlster
Title: Chief Executive Officer
Date: May 31, 2018

AMENDMENT 2 TO SERVICES AGREEMENT

AMENDMENT 3 TO SERVICES AGREEMENT

This AMENDMENT 3 TO SERVICES AGREEMENT ("Amendment 3") by and between IMPACT APPLICATIONS, INC. ("ImPACT") and IRVINE UNIFIED SCHOOL DISTRICT on behalf of itself and its affiliated schools ("Customer"), is entered into this June 30, 2019 (the "Amendment Effective Date"), with reference to the facts set forth below. ImPACT and Customer agree to amend the terms and conditions of the Services Agreement ("Agreement"), upon and subject to the terms and conditions of this Amendment 3, notwithstanding anything to the contrary in the Agreement, Amendment 1 or Amendment 2. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS

a. ImPACT and Customer entered into the Agreement on July 1, 2016 with a term date ending June 30, 2017; and

b. ImPACT and Customer entered into an Amendment on May 1, 2017 ("Amendment 1") extending the contract through June 30, 2018; and

c. ImPACT and Customer entered into an Amendment on June 30, 2018 ("Amendment 2") extending the contract through June 30, 2019; and

d. Pursuant to Section 9.9 of the Agreement, ImPACT and Customer have mutually agreed to amend the Agreement as set forth in this Amendment 3.
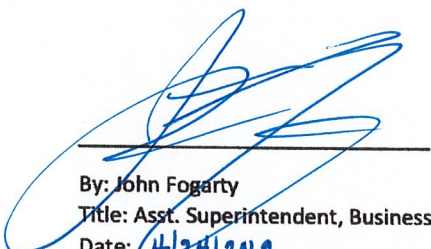
AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, ImPACT and Customer hereby agree as follows:

1. Pursuant to Section 8.1 of the Agreement, ImPACT and Customer agree to extend the Term by entering into a Renewal Term ending June 30, 2020.

2. As of the Amendment Effective Date, Schedule A of the Agreement shall be deleted in its entirety and replaced with the attached Schedule A, hereby incorporated into the Agreement as Schedule A.

3. Pursuant to Section 10 of the Data Privacy Amendment dated August 24, 2016, ImPACT and Customer hereby agree to extend the Term for an additional year ending June 30, 2020.

4. Except as otherwise expressly modified herein, all terms and conditions of the Agreement, Amendment 1, and Amendment 2 shall remain in full force and effect. To the extent there is a conflict between this Amendment 3 and the Agreement and/or Amendment 1 and/or Amendment 2, this Amendment 3 shall control.

5. The Amendment 3 may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, ImPACT and Customer have executed this Amendment 3 to Services Agreement as of the Effective Date.

Irvine Unified School District

ImPACT Applications, Inc.

By: John Fogarty
Title: Asst. Superintendent, Business Services
Date: 4/24/2019
IUSD Board Approved: 4/23/2019

DocuSigned by:
Michael Wahlster
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By: Michael Wahlster
Title: Chief Executive Officer
Date: Mar-11-2019