

## ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum") is entered into by and between the Bienville Parish School Board (hereinafter "School Board") and Odysseyware, a division of Glynalyon, Inc. (hereinafter "Vendor"). The Addendum is effective as of the 15<sup>th</sup> day of December, 20 14.

During the 2014 Louisiana Legislative Session, the State of Louisiana enacted new laws governing the collection, disclosure and use of students' personally identifiable information. The new laws require that any contracts between a school system and a third-party, who is entrusted with personally identifiable information of any student, contain the statutorily prescribed minimum requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled Odysseyware Per Student User License Agmt and dated May 8, 2013 (the "Contract").

In accordance with La. R.S. 17:3913(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Vendor's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Vendor agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Vendor shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor's designated backup and recovery processes. All servers, storage, backups, and network paths