CONTRACT ADDENDUM
CONFIDENTIALITY, PRIVACY, AND SECURITY OF STUDENT DATA

This Confidentiality Addendum ("Addendum") is hereby incorporated into the Software License and Support Agreement dated effective July 1, 2018 ("Agreement") between School District No. RE-1J in the City and County of Montrose d/b/a Montrose County School District RE-1J ("District") and Illuminate Education, Inc. ("Illuminate") (collectively, the "Parties"). This Addendum modifies and is incorporated into the Agreement. Notwithstanding any provision of the Agreement to the contrary, the terms of this Addendum supersede all contrary or conflicting terms of the Agreement.

PRIVACY RECITALS

A. District wishes to disclose certain information to Illuminate pursuant to the work being performed by Illuminate, some of which information may constitute Student Personally Identifiable Information (defined below).

B. District and Illuminate intend to protect the privacy and provide for the security of Student Personally Identifiable Information disclosed to Illuminate pursuant to the Agreement. Illuminate shall adhere to 22-16-101 *et seq.*, C.R.S.; the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99; the Children's Online Privacy and Protection act of 1998, 5 U.S.C. 6501 *et seq.*;) the Health Information Technology for Economic and Clinical Health Act ("HIPPA"); and the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.

C. Illuminate warrants and represents that during the five-year period preceding the Effective Date of the Agreement, it has not been found in violation of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA") by the U.S. Department of Education's Family Policy Compliance Office.

For this Addendum, the Parties agree as follows:

A. Definitions

1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" means to remove Student Personally Identifiable Information from Illuminate's systems, paper files, records, databases, and any other media regardless of format, so that it is permanently irretrievable in Illuminate's and any Subcontractor's normal course of business.

3. "Incident" means an event that results in or constitutes the unauthorized access, loss, disclosure, modification, or destruction of Student Personally Identifiable Information contained within the Software, as that term is defined in the Agreement. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a

computer or network witihn Illuminate's control containing information disclosed by District to Illuminate pursuant to the terms of the Agreement (a "District System") or Student Personally Identifiable Information regardless of where such information is located; provided that such Student Personally Identifiable Information is in Illuminate's possession or control; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a District System for the processing or storage of data; (iv) a material breach of the Agreement that involves the misuse or unauthorized release of SPII.

4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of the District; and collects, maintains, or uses SPII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.

5. "School Service Agreement Provider" or "Illuminate" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with District to provide a School Service. For purposes of this Addendum, Illuminate constitutes a School Services Agreement Provider of the District.

6. "Student Personally Identifiable Information " or "SPII" means information that, alone or in combination, personally identifies an individual student of a District school, or such student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Agreement Provider. SPII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. SPII includes: (a) "personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 et seq. ("CORA"); (b) Student Personally Identifiable Information contained in student "education records" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (c) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; and (d) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.

7. "Subcontractor" means any third party engaged by Illuminate receiving or processing SPII.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or SPII. Targeted Advertising does not include advertising to a student

(a) at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and (b) without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

B. General Provisions

1. Illuminate shall comply with all laws and regulations concerning confidentiality of SPII.

2. Illuminate shall use data containing SPII solely for the purposes contained within the Agreement.

3. Illuminate shall promptly forward to the District's principal representative any request or demand from a third party for SPII in the possession of Illuminate.

4. Illuminate shall grant auditors so designated by the District the option to audit Illuminate's services, including District Systems and any policies, procedures, or logs related to the performance of services under the Agreement.

5. Illuminate shall send District a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Illuminate's privacy policies.

C. Subcontractors

1. Illuminate shall not use a Subcontractor or disclose SPII to a Subcontractor unless and until the Illuminate contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.

2. If Illuminate discovers that Subcontractor or any subsequent Subcontractor has committed a material breach of the contract between Illuminate and Subcontractor that involves the misuse or unauthorized release of SPII, Illuminate acknowledges that the District may terminate the Agreement unless Illuminate terminates the contract with Subcontractor as soon as possible after Illuminate knows or has reason to know of Subcontractors' or any subsequent Subcontractors' material breach.

3. Upon discovering the misuse or unauthorized release of SPII held by a Subcontractor or any subsequent Subcontractor, Illuminate shall notify the District within one (1) business day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Agreement or results in an Incident.

4. No later than thirty (30) days after the signing of this Addendum, Illuminate will provide the District with information detailing the purpose and the scope of the contract between Illuminate and all Subcontractor(s) and the types and uses of SPII that Subcontractor (s) holds under the Agreement between Illuminate and Subcontractor (s).

D. End of Agreement

1. Upon request by the District made before or within thirty (30) calendar days after termination of the Agreement, Illuminate shall make available to the District a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all SPII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.

2. Following the termination of the Agreement, Illuminate shall, within but no earlier than thirty (30) calendar days, destroy all SPII collected or generated as a result of the Agreement. Illuminate shall notify the District of the date upon which all such SPII is destroyed.

E. Request for Review or Destruction

1. During the term of the Agreement, if the District, the student (provided the student is over the age of 18), or the student's parent or legal guardian requests the review or destruction of a student's SPII collected, generated or inferred as a result of the Agreement, Illuminate shall provide such SPII for review or Destroy the information within ten (10) calendar days after the date of the request unless, where the District, student, or student's parent or legal guardian requests the destruction of SPII:

   a. Illuminate obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's SPII; or

   b. The student has transferred to another public education entity and the receiving public education entity has requested that Illuminate retain the student's SPII.

F. Incident

1. Illuminate shall notify the District within two (2) business day after the determination that an Incident has occurred and shall cooperate with the District regarding the recovery of SPII, Incident remediation, and the determination of whether to involve law enforcement, if any.

2. In the event an Incident involves unauthorized access, loss, disclosure, modification or destruction of SPII maintained by Illuminate, Illuminate shall determine the cause of the Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Illuminate shall present its analysis and remediation plan to the District within thirty (30) calendar days of notifying the District of an Incident. The District reserves the right to review and provide comments and suggested revisions to this plan. If Illuminate cannot produce its analysis and plan within the allotted time, the District, in its sole discretion, may perform such analysis and produce a remediation plan, and Illuminate shall reimburse the District for the reasonable costs thereof.

3. In the event of an Incident, Illuminate shall provide the District or its designated representatives with a designated point of contact for the purpose of evaluating,

mitigating, or resolving the Incident, who shall respond to any contact from the District within one (1) business day of any District contact.

G. Disallowed Activities

Illuminate shall not knowingly engage in any of the following activities:

1. Illuminate shall not collect, use or share SPII for any purpose not specifically authorized by the Agreement. Illuminate may use SPII for a purpose not strictly authorized by the Agreement only with the written consent of the District and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

2. Illuminate shall not use SPII in a manner or disclose SPII to any third party that is materially inconsistent with the Illuminate's privacy policy, except as stated in subsection 3, below, of this Section G.

3. Illuminate may use SPII in a manner that is inconsistent with Illuminate's privacy policy without violating the terms of the Agreement provided that the use does not involve selling or using SPII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:

   a. To ensure legal or regulatory compliance or to take precautions against liability.

   b. To respond to or to participate in the judicial process.

   c. To protect the safety of users or others.

   d. To investigate a matter related to public safety.

   If Illuminate uses or discloses SPII in accordance with Section G.3., Illuminate shall notify the District within two business days of the use or disclosure of the SPII.

4. Illuminate shall not sell SPII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Illuminate, or any assets of Illuminate, by another entity, so long as the successor entity continues to be subject to the provisions of the Agreement.

5. Illuminate shall not use or disclose SPII to any party for the purposes of Targeted Advertising to students.

6. Illuminate shall not use SPII to create a personal profile of a student other than for supporting the purposes as contemplated by the Agreement, or as otherwise authorized by the District or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

7. Illuminate shall not re-identify any SPII that has been de-identified, pseudo-anonymized, or otherwise processed such that an individual can no longer be associated such data.

H. Data Security

1. Illuminate shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SPII in accordance with commercially reasonable practices. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.

2. Illuminate shall not share SPII with any person who is not an Illuminate employee or an authorized Subcontractor on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.

3. Illuminate shall ensure that all employees and Subcontractors handling SPII pursuant to the Agreement have received security-awareness and SPII-handling training. Illuminate's devices used to copy or scan hard copies of SPII must have encrypted storage. Illuminate shall scrub storage devices when equipment is retired from service. Hard copies containing SPII are discouraged and must be physically secured and physically Destroyed when no longer necessary for the purposes for which such hard copies were created.

4. Illuminate shall ensure that SPII stored in cloud-based systems is kept secured and confidential. Use of free cloud-based services is prohibited. Illuminate shall use secondary encryption to protect SPII in cloud storage. Cloud environments, when employed by Illuminate, must be fully documented by Illuminate and such documentation shall be available to the District for inspection and verification. Access to Illuminate's cloud-based computing environments is only permitted via restricted access, VPN, or least-privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Illuminate shall facilitate access to and correction of any factually inaccurate student SPII in response to a request from the District.

2. Illuminate acknowledges that the District will post the Agreement to the District's website.

3. Illuminate shall provide transparency to parents, school districts and the public about its collection and use of SPII by providing the following information to the District to post on its public website:

   a. Contact information for an individual within Illuminate's organization that can provide information on or answer questions related to the use of SPII by Illuminate.

b. An explanation of how the SPII will be shared with Subcontractors or disclosed to any third-party.

c. The types of SPII that are collected, generated, or used by Illuminate. This information must include all SPII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.

d. An explanation of the SPII, an explanation of how the SPII is used, and the learning purpose for which the SPII is collected and used.

Illuminate shall provide updates to this information to the District as necessary to maintain accuracy.

J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with the Agreement.

2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own SPII or documents.

3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.

4. Prohibit Illuminate from marketing educational products directly to parents so long as the marketing does not result from the use of SPII obtained by the Illuminate as a result of providing its services under the Agreement.

5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with the Agreement on that software or those applications.

K. This Addendum does not prohibit Illuminate's use of SPII to:

1. Use adaptive learning or design personalized or customized education.

2. Maintain, develop, support, improve, or troubleshoot Illuminate's website, online service, online application, or mobile application.

3. Identify, for a student, institutions of higher education, or scholarship providers that are seeking students who meet specific criteria, only if Illuminate has obtained the written consent of the student or the student's parent or legal guardian. Illuminate may use SPII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to Illuminate.

4. In accordance with the terms of the Agreement, produce and distribute, free or for

payment or other consideration, student class photos and yearbooks only to the District, students, parents, or individuals authorized by parents.

5. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether Illuminate receives payment or other consideration from one or more third-parties in exchange for the SPII. This exception applies only to entities that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Illuminate hereby swear and affirm that they are authorized to act on Illuminate's behalf and acknowledge that the District is relying on their representations to that effect.

ILLUMINATE EDUCATION, INC.

By: SCOTT HICKSON
Name of Authorized Individual

Title: VP OF OPERATIONS
Official title of Authorized Individual

*Signature

Date: 10/1/18

DISTRICT

By: Stephen Schiell
Name of Authorized Individual

Title: Superintendent
Official title of Authorized Individual

*Signature

Date: 9-25-18