CONFIDENTIALITY ADDENDUM
(Prohibiting Redisclosure of Confidential Student Records and Information)

This Confidentiality Addendum ("Addendum") is made and entered into by and between ChildPlus Software and Montrose County School District RE-1J (the "District"). ChildPlus Software and the District are collectively referenced herein as the "parties." This Addendum supersedes the [CONTRACT] dated **November 16, 2017** between ChildPlus Software and the District (the "Contract") by adding to, deleting from and modifying the Contract as set forth herein. To the extent any addition to, deletion from or modification of the Contract results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. <u>Definitions</u>.

1.1 As used in this Addendum, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to 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. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

1.2 As used in this Addendum, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as ChildPlus Software.

1.3 As used in this Addendum, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by ChildPlus Software. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 1.5 below.

1.4 As used in this Addendum, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

1.5 As used in this Addendum, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

1.6 As used in this Addendum, "securely destroy" is defined as removing confidential student records and information from ChildPlus Software's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in ChildPlus Software's normal course of business.

1.7 As used in this Addendum, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.

2. Ownership of Confidential Student Records and Information. All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to ChildPlus Software a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under the Contract.

3. Security of Confidential Student Records and Information.

3.1 ChildPlus Software shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. ChildPlus Software shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to the Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, ChildPlus Software warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

3.2 ChildPlus Software shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ChildPlus Software shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under the Contract or this Addendum.

4. Use of Confidential Student Records and Information.

4.1 Under the Contract, ChildPlus Software may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) ChildPlus Software shall not disclose confidential student records and information, in whole or in part, to any other party; (b) ChildPlus Software shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) ChildPlus Software shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract ChildPlus Software shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

4.2 ChildPlus Software may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall ChildPlus Software re-identify or attempt to re-identify any de-identified confidential student records and information.

4.3 ChildPlus Software shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by ChildPlus Software and not in the District's possession. Such requests may include but shall not be limited to those made in order to

respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 ("CORA"). The District, not ChildPlus Software, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

5. **School Service Contract Provider.** If ChildPlus Software is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 5. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

5.1 ChildPlus Software shall provide to the District, in a format acceptable to the District that is easily accessible through a website: (a) the data elements of confidential student records and information that ChildPlus Software collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which ChildPlus Software collects the confidential student records and information; and (c) how ChildPlus Software uses and shares the confidential student records and information. ChildPlus Software shall update this information as necessary to maintain accuracy.

5.2 ChildPlus Software shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

6. **Remedies.** If ChildPlus Software fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify ChildPlus Software from future contracts with the District.

IN WITNESS WHEREOF, ChildPlus Software and the District have signed this Addendum as of the dates set forth below.

CHILDPLUS SOFTWARE

By: Stacy Lewis, Director of Business Development
[Name and Title]

Date: December 6, 2018

MONTROSE COUNTY SCHOOL DISTRICT RE-1J

By: _____
[Name and Title]

Date: 12/11/2018