

Addendum to Contract

This Addendum to Contract (“Addendum”) is entered into by and between LYCÉE FRANÇAIS DE LA NOUVELLE-ORLÉANS (hereinafter “LFNO”) and Lexia Learning Systems LLC (hereinafter “Vendor”). The Addendum is effective as of the 27 day of October, 2015.

During the 2014 Louisiana Legislative Session, the State of Louisiana enacted new laws governing the collection, disclosure and use of students’ personally identifiable information (“Confidential 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/Contract” previously and currently entered into between Vendor and LFNO to clarify Vendor’s obligations with respect to student/user personally identifiable information and records under the Contract (“Confidential Information”).

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 such information, and prevent any other action that could result in substantial harm to LFNO 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. LFNO data will be processed

on or transferred to portable computing devices or any portable storage medium only to the extent necessary to perform obligations of the underlying Contract and/or as part of the vendor's designated backup and recovery processes. Servers, storage, backups, and network paths utilized in the delivery of the service where personally identifiable data is stored or processed shall be in data centers and hosting facilities that are ISO 27001 (or successor standard)-certified and that undergo SSAE 16 SOC1 (or successor standard) audits unless specifically agreed to in writing by LFNO.

Vendor agrees that any and all Confidential Information obtained from LFNO shall be used expressly and solely for the purposes enumerated in the original Contract. Such data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind that could identify a student, parent or LFNO shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Vendor shall not sell, transfer, share or process any Confidential Information for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose. For clarity, Vendor may use de-identified, anonymized data within Vendor's site, products, services or other applications owned by Vendor to develop and improve the product, educational sites, services or applications, for research, or for other purposes. Vendor may use de-identified data to demonstrate the effectiveness of Vendor's products or services provided that such use may not identify LFNO or any user or suggest LFNO or any user or personnel of LFNO approve of or recommend the use of Vendor's products or services without the prior written consent of LFNO. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified data or transfer de-identified data to any third party where Vendor believes such third party may attempt re-identification.

Vendor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release and that is required to be reported under applicable law. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor protecting the Confidential Information of LFNO. The confidentiality obligations shall survive termination of any agreement with Vendor for so long as the information remains confidential, and will inure to the benefit of LFNO.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage LFNO in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, LFNO shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor further grants LFNO the right, but not the obligation, to enforce these provisions in Vendor's name against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 *et seq.* (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a data breach event requiring notification under applicable law, Vendor agrees to notify LFNO promptly and without unreasonable delay and cooperate with LFNO in efforts to inform all such individuals harmed by such breach in accordance with applicable law, and to indemnify, hold harmless and defend LFNO and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release for which the Vendor is responsible and to the extent required under applicable law.

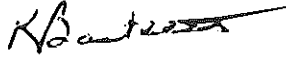
To the extent required under applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by LFNO, shall have the option to audit Vendor's data security policies for compliance with its obligations with respect to LFNO Confidential Information under applicable law. Such documents shall be made available to auditors and LFNO within ten (10) business days following Vendor's receipt of written request from LFNO.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall, following receipt of written notice from LFNO, return all such data to LFNO in a useable electronic format, or erase, destroy, and render unreadable and de-identified, all such data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Vendor shall certify in writing that these actions have been completed within 60 days of receipt of written request by LFNO following termination or expiration of the Contract, whichever comes first.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

LYCÉE FRANÇAIS DE LA NOUVELLE-ORLÉANS

LEXIA LEARNING SYSTEMS LLC.



Authorized Representative Signature

Authorized Vendor Representative Signature

Keith Bartlett

Peter Hoso

Authorized Representative Name (please print)

Authorized Representative Name (please print)

Principal and CEO

Vice President operations

Title

Title

10/27/2015

11-19-2015

Date

Date