Data Sharing Addendum

This Data Sharing Addendum ("***Addendum***") is incorporated by reference into the General Terms and Conditions ("***Exhibit A***") and, in combination with the Proposal, constitutes the agreement (collectively, the "***Agreement***") entered between the Client, as identified in Proposal, and Education Modified, Inc. ("***EdMod***"). Client and EdMod are each referred to as a "***Party***" and collectively as the "***Parties***". Capitalized terms not defined herein shall have the same meaning as defined in the Agreement.

Except as modified below, the Proposal, and any exhibits therein, shall remain in full force and effect. Notwithstanding anything to the contrary, if there is a conflict between this Addendum and the Proposal, the Proposal will control.

1.   Processing and Other Matters

1.   EdMod acknowledges and agrees that it will collect and process Client Data to perform its obligations, and exercise its rights, under the Agreement at the direction of the applicable Client.

2.   EdMod shall comply with applicable laws and regulations when processing Client Data, and will only process Client Data to perform its obligations or exercise its rights under the Agreement.

3.   EdMod will select sub-processors that use industry-standard safeguards to assist EdMod in performing its obligations under the Agreement.

4.   Client shall obtain valid consent, if applicable, prior to uploading personally identifiable information ("***PII***") or sensitive corporate information to the Services.

5.   The Parties acknowledge that the Client is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) ("***FERPA***"), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As set forth in more detail below, the Parties agree that EdMod is a "***school official***" under FERPA and has a legitimate educational interest in PII from education records because EdMod: (a) provides a service or function for which the Client would otherwise use employees; (b) is under the direct control of the Client with respect to the use and maintenance of education records; and (c) is subject to the requirements of FERPA governing the use and redisclosure of PII from education records.

6.   EdMod uses third-party vendors to assist in storing and protecting Client Data, including Amazon Web Services ("***AWS***"). EdMod's Web Servers, Databases and Document Storage are hosted on AWS. The third-party vendors use industry-standard access controls and encryption when storing and transferring Client Data. EdMod uses AWS industry-standard practices related to security and periodically audits its hosting vendors' data access logs to ensure no unauthorized access occurs. Client hereby approves the use of third-party vendors as described herein. EdMod may change its third-party vendors at any time.

2.   Disclosure of Client Data

1.   Except as permitted in the Agreement or EdMod's Privacy Policy, EdMod will not share Client Data with third-parties without prior written consent of the Client.

2.   In the event a third-party, including regulatory agencies, seeks to access Client Data, EdMod will inform Client of such request in writing unless expressly prohibited by law or judicial order. The Client will respond to all third-party requests for Client Data received by EdMod. For clarity, unless legally required, EdMod will not respond in any way to such third-party requests for Client Data.

3.   Upon EdMod receiving a court order or lawfully issued subpoena seeking the release of such Client Data or information, EdMod will inform Client of such request in writing, unless expressly prohibited by law or judicial order, and provide Client with a copy of the court order or subpoena prior to releasing the requested Client Data or information.

3.   Controls and Security

1.   EdMod maintains a commercially reasonable policy restricting access to Client Data to EdMod personnel that require access to perform their employment duties.

2.   EdMod maintains industry-standard technical and administrative measures to protect Client Data, such as, industry standard encryption technologies when transferring and storing Client Data. Client Data is encrypted both during transfer (HTTPS) and in storage (AES-256).

3.   EdMod conducts periodic risk assessments and take steps to remediate any identified security vulnerabilities in a timely manner.

4.   EdMod maintains a written incident response plan, which shall include but is not limited to, notification obligations to Client in the event of an actual security incident, as well as procedures for responding to an actual security incident.

4.   Breach Notification

Unless otherwise prohibited by applicable law, EdMod shall notify Client without undue delay after EdMod becomes aware of an actual security incident. Such notification shall include, to the extent such information is available (a) a detailed description of the security incident, (b) the type of data that was the subject of the security incident, (c) the identity of each affected person (or, where not possible, the approximate number of persons and data involved), and (d) a description of the measures taken or proposed to be taken by EdMod to address the security incident, including, where appropriate, measures to mitigate its possible adverse effects.

5.   Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE BY LAW (a) EDMOD'S TOTAL LIABILITY UNDER THIS ADDENDUM SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO EDMOD DURING THE PRIOR TWELVE (12) MONTHS FROM THE LAST EVENT GIVING RISE TO LIABILITY; AND (b) IN NO EVENT SHALL EDMOD BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS ADDENDUM, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.   Termination

This Addendum terminates when the Parties' last active Proposal terminates. In accordance with Section 5.3 of Exhibit A,   EdMod shall return to Client all Client Data delivered to it or collected upon termination or expiration of the applicable Proposal.