

**Addendum A
Terms of Service**

For the purposes of this Addendum, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa. For purposes of this Addendum, "Provider" shall be deemed to refer to the party providing products and/or services to CLC and/or a Member, notwithstanding that such party may be referred to by a different title (such as "Vendor" or "Contractor") in its other written agreements with CLC and/or Member.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Provider.
2. The Member shall have access to and the ability to delete student data in the possession of the Provider except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Provider. The Member may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Member may request the deletion of student data by written notice to the Provider requesting deletion.
3. The Provider shall not use student data for any purposes other than those authorized pursuant to the Vendor Agreement between the Provider and CLC, or as may otherwise be expressly permitted by Member in writing.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by written notice to the Provider requesting such review and/or correction.
5. The Provider shall take actions designed to ensure the security and confidentiality of student data.
6. The Provider will notify the Member, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:
 - a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Provider shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Member in writing of such breach of security. During such thirty-day period, the Provider may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Provider's data system.
 - b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Provider shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Member of such breach of security. During such sixty-day period, the Provider may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Provider's data system.

7. Student data shall not be retained or available to the Provider upon expiration of the contract between the Provider and Member, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Provider after the expiration of such contract for the purpose of storing student-generated content.
8. The Provider and Member shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of the Provider and the Member.
10. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
11. The Provider acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.