

**ADDENDUM TO
AMPLIFY AGREEMENT WITH
CROWLEY INDEPENDENT SCHOOL DISTRICT**

This Contract Addendum ("Addendum") is in reference to Amplify Price Quote Number Q-102310-1 (the "Agreement") between the Crowley Independent School District ("CISD" or the "District") and Amplify ("Amplify"). Amplify and CISD may be referred to singularly as a "Party" and collectively as the "Parties."

1. **CHOICE OF LAW.** This section shall be amended to read as follows:

"If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of Texas, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Tarrant County, Texas for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Amplify must be brought within one (1) year after it arose or be barred."

2. **CONFIDENTIAL INFORMATION.** Section 9(c) of the Agreement shall add the following clauses:

(1) Confidentiality of Personally Identifiable Information.

- a. AMPLIFY agrees to maintain the confidentiality of student information throughout all stages of conducting this Agreement by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable).
- b. Student PII will be collected, stored, transmitted, and disposed in accordance with industry best practices. This includes the following guidelines:
 - (i) confidential/sensitive data will be collected only as necessary and in conjunction with this Agreement;
 - (ii) as provided above, PII will be restricted in its distribution and accessibility such that only authorized AMPLIFY representatives who have agreed to confidentiality restrictions no less stringent than in this agreement may access PII;
 - (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and
 - (iv) when necessary, PII will be disposed through secure means

such as shredding paper files and erasing electronic files. AMPLIFY will also use appropriate administrative, physical, and technical safeguards to secure PII from unauthorized access, disclosure, and use. AMPLIFY will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. AMPLIFY will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. AMPLIFY agrees to share its incident response plan upon request.

- c. AMPLIFY will not bear responsibility for safeguarding information that is: (i) publicly available; (ii) that is not an education record or PII; (iii) that is obtained by AMPLIFY from third parties without restrictions on disclosure and is not obviously PII; or (iv) is required to be disclosed by order of a court or other governmental entity.
- d. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, AMPLIFY shall not provide any PII obtained under this Agreement to a third party without the prior written authorization of District.

(2) Limitations On Data Use.

- a. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that AMPLIFY has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the PII under this Agreement, and that AMPLIFY is the agent of District solely for the purpose of facilitating and tracking student progress through the Dallas County Promise program. AMPLIFY and its designated representatives shall maintain the confidentiality of the PII and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.
- b. AMPLIFY shall allow access to the PII only to Amplify or its agents to the extent necessary to provide Amplify's products and services, as stated in Amplify's Customer Privacy Policy, available at <https://amplify.com/customer-privacy> AMPLIFY also shall not sell the PII in any form to any third party.
- c. AMPLIFY is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

SIGNATURES

So, agreed and executed by the parties' duly authorized representatives effective as of the 10th day of November, 2021.

AMPLIFY

Pamela Kirby
Signature

Pamela Kirby
Printed Name

SVP, Partner Success
Title

CROWLEY INDEPENDENT SCHOOL DISTRICT

[Signature]
Signature

Leon Fisher
Printed Name

EXECUTIVE DIRECTOR - FINANCE
Title