

Addendum

All terms in this addendum and defined in accordance with Connecticut Public Act No. 16-189

1. Student information, student records and student-generated content, as defined in Connecticut Public Act 16-189 are not our property and are not under our control:
2. At any time during or upon completion of the term of the Agreement, and upon written request, we will destroy any student information, student records or student-generated content in our possession;
3. We will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the Agreement;
4. Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, they may do so via their account for further assistance, you may notify us at <http://www.mobymax.com/contact-us>
5. We implement reasonable and appropriate physical, administrative and technical safeguards to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure. This includes utilizing industry standard server and network hardware and software, use of encryption, anti-virus and anti-malware software, as well as limiting access to the data to only authorized employees and school or district officials;
6. In the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, as required by law and in accordance with provisions of section 4 of CT Public Act 16-189, we will notify a representative designated by the local or regional board of education as practicable, but no later than the time period set forth in Connecticut Public Act No. 16-189 after we come aware of it;
7. At any time during or upon completion of the term of the Agreement, and upon written request by the school or district, student information, student records or student-generated content shall be destroyed unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with us for the purpose of storing student-generated content, in the event that we maintain such accounts;
8. MobyMax understands that many of its Customers are subject to the Family Educational Rights Privacy act ("FERPA") and provides a list of FERPA-related assurance to our Customers. Students and their parents/guardians may obtain a copy of those assurances upon request, by contacting the student's school or by contacting MobyMax using the information provided below. MobyMax's FERPA assurance statement can also be accessed here:

<http://support.mobymax.com/solution/articles/11000011955-does-mobymax-comply-with-coppa-and-ferpa->

9. This Agreement will be governed by the internal laws of the State of Connecticut, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situated apply, in which case they will, without regard to the conflict or laws rules.

10. If any provisions of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application.

MobyMax, LLC


Glynn Willett, CEO

10/03/2017
Date



7-1-18
Date