

# SchoolMessenger Renewal Authorization

## ACCOUNT INFORMATION

District Name: Calcasieu Parish School District  
Annual Rate: \$22,194.52  
Reference Quote #: 53545

Authorization Date: July 22, 2013

Renewal Date: July 6, 2013

## ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

1. **License Grant.** Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

2. **License From District.** Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

3. **Term and Termination.** This agreement will commence on the Authorization Date and continue for 36 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

4. **Transmission Of Data.** Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

5. **Limitations Of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: \_\_\_\_\_  
(or initials if signing electronically)

Name: Sheryl Abshire

Date: 8/2/13

Title: CTO



October 24, 2014

Calcasieu Parish School System  
ATTN: Dr. Sheryl Abshire and Jerry Baus  
Jerry.baus@cspb.org

Dear Dr. Abshire and Mr. Baus:

Pursuant to your request, please accept this communication as SchoolMessenger's assurance of compliance with Louisiana Act 837 and as an addendum ("Addendum") to the contract between Calcasieu Parish School System and SchoolMessenger.

SchoolMessenger agrees that it shall comply with the following provisions with respect to all Information Assets collected, used, transmitted or maintained for Calcasieu Parish School System and its affiliates. This Addendum stipulates privacy, confidentiality, and security requirements (including those requirements for SchoolMessenger to maintain compliance with Section F of Louisiana Act) and demonstrates compliance with applicable privacy, security and data protection laws.

#### Privacy and Data Protection Obligations

SchoolMessenger shall access, collect, compile, store, and/or utilize ("Process" or "Processed") information or data created, collected, generated, licensed, leased, or purchased by or on behalf of Calcasieu Parish School System or its subsidiaries ("Information Assets") only as authorized and as necessary to perform the services under the Agreement ("Services"). The Parties agree that Calcasieu Parish School System will be and remain the owner and controller of any and all information or data (regardless of format) that (i) identifies or can be used to identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual ("Personal Information"). For purposes of all applicable privacy laws with rights under such laws to determine the purposes for which the Personal Information is Processed, nothing in this Agreement will restrict or limit in any way Calcasieu Parish School System rights or obligations as owner and/or controller of the Personal Information for such purposes. As such, Calcasieu Parish School System is directing SchoolMessenger to Process the Personal Information in accordance with the terms of the Agreement. The Parties also acknowledge and agree that SchoolMessenger may have certain responsibilities prescribed by applicable privacy laws as a processor of Personal Information, and SchoolMessenger hereby acknowledges such responsibilities to the extent required thereby for processors of personal data.

#### Information Security Obligations

SchoolMessenger shall have implemented and documented reasonable and appropriate administrative, technical, and physical safeguards to protect Calcasieu Parish School System Information Assets against accidental or unlawful destruction, alteration, unauthorized or improper disclosure or access.



SchoolMessenger shall monitor access to, use and disclosure of Calcasieu Parish School System Information Assets whether in physical or electronic form. SchoolMessenger will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures. SchoolMessenger will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of the Calcasieu Parish School System Information Assets, and ensure that these risks are addressed. SchoolMessenger shall use secure user identification and authentication protocols, including, but not limited to unique user identification, use of appropriate access controls, and strict measures to protect identification and authentication processes.

Prior to allowing any employee or contractor to Process any Personal Information, SchoolMessenger shall (i) conduct an appropriate background investigation of the individual (and receive an acceptable response), (ii) require the individual to execute an enforceable confidentiality agreement, and (iii) provide the individual with appropriate privacy and security training. SchoolMessenger will also monitor its workers for compliance with the security program requirements.

If the Processing involves the transmission of Personal Information, SchoolMessenger shall have implemented appropriate supplementary measures to protect the Personal Information against the specific risks presented by the Processing. Sensitive Personal Information may only be transmitted over public networks in an encrypted format. If the Personal Information is stored on systems directly accessible from open to wireless, or public networks, SchoolMessenger shall encrypt all Personal Information stored on such systems. Sensitive Personal Information may not be stored on any portable or mobile devices or media (including, without limitation, laptop computers, removable hard disks, USB or flash drives, personal digital assistants (PDAs) or mobile phones, DVDs, CDs or computer tapes) unless the Sensitive Personal Information is encrypted.

#### Privacy and Security Audits

Upon request, SchoolMessenger shall provide Calcasieu Parish School System with information about the SchoolMessenger's information security program which is subject to change in accordance with changes to applicable laws. SchoolMessenger shall also submit to a review of its security program by Calcasieu Parish School System or an independent inspection company designated by Calcasieu Parish School System upon duly executed confidentiality. SchoolMessenger shall reasonably co-operate with any review. In the event that the review reveals material gaps or weaknesses in SchoolMessenger's security program, Calcasieu Parish School System shall be entitled to suspend transmission of Calcasieu Parish School System Information Assets to SchoolMessenger and terminate SchoolMessenger's Processing of Information Assets until such issues are resolved.

#### Breach Planning, Notification and Remediation

SchoolMessenger will promptly and thoroughly investigate all allegations, suspicions, and potential and actual discoveries of unauthorized or improper access to, use or disclosure of the Information Assets, especially those involving Personal Information. SchoolMessenger will promptly notify Calcasieu Parish School System upon discovery of any such unauthorized access to, use or disclosure of the Calcasieu Parish School System Information Assets (a "Security Breach") and provide such notification before any notification to any government official (including any data protection agency or law enforcement agency). SchoolMessenger shall bear all direct costs associated with resolving a security breach involving the Calcasieu Parish School System Information Assets maintained by SchoolMessenger, including (i) conducting an investigation including reasonable fees associated with computer forensics work, (ii) reasonable cost of providing notice of the security breach to individuals affected by the security breach, and (iii) reasonable cost of providing notice to government agencies, credit bureaus, and/or other required entities (including media notifications), (iv) providing individuals affected by the security breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not less than twelve (12) months, but at least as long as applicable law specifies, (v) reasonable call

center support for such affected individuals for a specific period not less than ninety (90) calendar days, but at least as long as applicable law specifies, (vi) non-appealable fines or penalties assessed by governments or regulators, and (vii) reasonable costs or fees associated with any obligations imposed by applicable law in addition to the costs and fees defined herein.

Notwithstanding anything to the contrary herein or attachments hereto, SchoolMessenger's liability for a Data Breach shall not exceed 2x the amount paid by Calcasieu Parish School System to SchoolMessenger over the 12 month period preceding any such breach ("Cap"); provided, however, that the Cap shall not apply to those mitigating actions as detailed in this Section 3.6 that SchoolMessenger can reasonably perform in-house in the ordinary course of its business ("Excluded Actions"). SchoolMessenger agrees to perform such Excluded Actions in all good faith and in coordination with Calcasieu Parish School System to efficiently and effectively mitigate harm resulting from a Data Breach.

#### Information Disposition

When SchoolMessenger ceases to perform Services for Calcasieu Parish School System, SchoolMessenger will either (i) return the Information Assets (and all media containing copies of the Information Assets) to Calcasieu Parish School System, or (ii) purge, delete or destroy the Information Assets. Electronic media containing Information Assets will be disposed of in a manner that renders the Information Assets unrecoverable. Upon request, SchoolMessenger will provide Calcasieu Parish School System with an Officer's Certificate to certify its compliance with this provision.

#### Use and Disclosure Limitations

Information Assets consisting of Personal Information are considered Confidential Information of Calcasieu Parish School System and SchoolMessenger must maintain all such Information Assets in strict confidence. SchoolMessenger may disclose Information Assets to its employees and workers, but only to the extent such individuals have a current purpose and need to access to and use of the Information Assets to perform the Services.

SchoolMessenger shall not disclose, transmit, or otherwise make Calcasieu Parish School System Information Assets available to other third parties (including subcontractors) unless such Processing is required to perform the Services or has been explicitly authorized by in writing. SchoolMessenger agrees to contract with any third parties that will handle Calcasieu Parish School System Information Assets using the terms as found in this Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nate Brogan', with a stylized, flowing script.

Nate Brogan  
Senior Vice President  
SchoolMessenger

## **School Messenger**

### **Data Elements**

Full Name  
Address  
Student ID Number  
Gender  
Grade Level  
School Enrollment  
Phone Number(s)  
Phone call history  
Attendance  
Bus Information  
Email Address