

## PRIVACY ADDENDUM

This Privacy Addendum (hereinafter "Addendum") is entered into by and between the Calcasieu Parish School Board (hereinafter "School Board") and Zoom Video Communications, Inc. ("Vendor"). This Addendum is effective as of the 4<sup>th</sup> day of June, 2021.

This Addendum, together with the Master Subscription Agreement, Order Form, Terms of Service, Terms of Use, or any other agreement pertaining to the delivery of services ("**Agreement**") between Zoom and School Board reflect the parties' agreement with regard to the processing and handling of student PII, as defined below.

The State of Louisiana recently enacted new laws governing the collection, disclosure and use of students' personally identifiable information. The new laws require that any contracts between a school system and a third-party who is entrusted with personally identifiable information of any student contain the statutorily prescribed minimum elements regarding the use of student personally identifiable information (hereinafter "student PII").

Vendor agrees that it maintains commercially reasonable technical and administrative safeguards as set forth in the attached Exhibit A ("Technical and Organizational Security Measures") for the purpose safeguarding student PII in a reasonably secure and legally compliant manner. Only such individuals granted End User access by the School Board or its designee(s) will have access to the Services, which may include student PII. Student PII must be protected by appropriate security measures, which shall include but are not limited to, the use of user names, secure passwords, encryption, and other similar measures, as well as access control measures in accordance with paragraph 10 of Exhibit A. Vendor shall maintain a level of electronic protection in accordance with applicable industry standards of reasonable security measures designed to maintain the integrity of student PII and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.

Vendor shall implement appropriate measures to ensure the confidentiality and security of student PII, and to protect against any unauthorized access or disclosure of student PII.

Vendor agrees that any and all Customer Content (as defined in the Agreement) obtained from the School Board shall be used expressly and solely for the purposes enumerated in the Agreement. Customer Content shall not be distributed, used, or shared for any other purpose. Except for subprocessors of Zoom as contemplated at [zoom.us/subprocessors](https://zoom.us/subprocessors) and as required by federal and state law, Vendor further agrees that no student PII of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other vendors or parties. Except as specifically permitted by the terms of the Agreement, Vendor shall not sell, transfer, share, or process any student PII for any commercial, advertising, or marketing purpose.

Vendor is permitted to disclose student PII to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have legally binding confidentiality obligations to Vendor

consistent with the obligations set forth herein. The confidentiality obligations shall survive termination of any agreement with Vendor for so long as the student PII remains confidential, and will inure to the benefit of the School Board. Vendor will comply with its K-12/Primary & Secondary Schools Privacy Statement found at <https://zoom.us/docs/en-us/schools-privacy-statement.html>, as may be updated from time to time.

Vendor shall establish, implement, and upon School Board's reasonable request, provide to School Board evidence thereof, a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further loss of student PII and of any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized or unlawful release or access of student PII. This definition applies regardless of whether Vendor stores and manages the student PII directly or through a contractor, such as a cloud service provider.

In the event of a breach of any student PII as contemplated in this addendum, Vendor agrees to notify the School Board in a reasonable time and manner in order to allow School Board to comply with the requirements of La. R.S. 51:3071 et seq. (Louisiana Database Breach Notification Law) as well as any other applicable laws regarding notification of data breaches of this nature and type, and to provide notification to School Board in the event of unauthorized access to or release of unencrypted student PII. In the event of a breach of any of the Vendor's security obligations hereunder, or other event requiring notification under applicable law, Vendor agrees to promptly notify the School Board.

If the Agreement is terminated or otherwise expires, School Board shall have thirty (30) days from the date of termination or expiration to request access to all student PII held by Vendor. Vendor further agrees to thereafter erase, destroy, and render unreadable all student PII, in its possession or in the possession of persons and entities with whom it has contracted for the performance of obligations under the Agreement or Addendum, in its entirety in a manner that prevents its physical reconstruction through the use of available file restoration utilities.

The terms of this Addendum supplement the Agreement, and, if there is a conflict in terms or conditions involving student PII between this Addendum and the Agreement, then the terms of this Addendum supersede any conflicting terms or conditions of the Agreement solely to the extent necessary to resolve such a conflict. Subject to the foregoing, the terms of the original Agreement shall remain in full force and effect. Notwithstanding anything to the contrary, Zoom's liability arising out of or related to this Addendum will be determined solely in accordance with the Agreement between the Parties.

The School Board Superintendent is required to include in this type of contract provisions for privacy and security audits performed under his direction. In order to comply with this requirement, the Superintendent hereby directs that at least annually Zoom will conduct an independent third-party review of its security policies, standards, operations, and procedures related to the Services provided by Zoom to Customer under the Agreement in accordance with paragraph 20 of Exhibit A to this Addendum ("Technical and Organizational Security Measures"), or of the equivalent paragraph of a similar replacement or amended document as agreed in writing by the parties ("Audit"), and shall provide to the School Board a copy of the Customer-facing audit report that pertains to such Audit. For the sake of clarity and not limitation, the parties expressly agree that the customer-facing Audit

report and any related disclosures to School Board or its designee hereunder are subject to the obligations of confidentiality and non-disclosure contained in the Agreement.

The Agreement and this Privacy Addendum shall be governed by and construed under the laws of the State of Louisiana, U.S.A., and the parties agree that venue shall be proper in Louisiana courts having venue over actions against or involving the School Board.

**Zoom Video Communications, Inc.**

DocuSigned by:

Deborah Fay

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Authorized Representative of Vendor

Deborah Fay

Authorized Representative Name (Print)

Deputy General Counsel, Commercial

Title

Zoom Video Communications, Inc.  
Vendor

Jun 3, 2021

Date

**CALCASIEU PARISH SCHOOL BOARD**

DocuSigned by:

Wilfred Bourne

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Authorized Representative Signature

Wilfred Bourne

Authorized Representative Name (Print)

Chief Financial Officer

Title

CALCASIEU PARISH SCHOOL

Jun 4, 2021

Date

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