

ADDENDUM TO THE SOFTWARE AND MAINTENANCE AGREEMENT BETWEEN THE OFFICE OF TECHNOLOGY SERVICES AND EDGENUITY INC. FOR STATEWIDE LICENSES OF PURPOSE PREP

The _____ (hereinafter referred to as "School Board") hereby executes, through its authorized representative, this addendum to the agreement between the Office Of Technology Services (hereinafter referred to as "State") and Edgenuity Inc. (the Agreement) in order both notify the state of its intention to utilize the software, support and provided via the contract and to invoke the stipulations contained in the Agreement, upon unilateral execution of this addendum by School Board, binds Edgenuity Inc. to all the terms and conditions of the Agreement with respect to any and all student data provided directly to Edgenuity Inc. Nothing herein shall in any way affect or prejudice the State in its exercise of any rights granted to it under the Agreement.

The School Board also agrees to provide any usage reports or other information, excluding personally identifiable information which may be required for federal or state reporting or audits.

The School Board indemnifies and holds harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

Signature of School Board's Authorized Representative

Printed Name of School Board's Authorized Representative

Date