

Amendment to the Infinite Campus END USER LICENSE AGREEMENT

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between Infinite Campus, Inc. a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449 (the "Company") and Perris Union High School District, with offices located at 155 E 4Th St, Perris, CA 92570, ("Licensee") and amends the agreement between the same parties titled End User License Agreement with an effective date of July 1, 2016.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Amendment to Section 6.1 Section 6.1 to the End User License Agreement (EULA) is hereby deleted. Section 6.1, below, becomes Section 6.1 to the EULA, as here amended.

6.0 Agreement Term and Termination

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin July 1, 2020 ("Effective Date"), and shall remain in effect until June 30, 2021. Term Extensions require an amendment to the Agreement, signed by both parties.

Amendment to Section 2.1 Section 2.1 to the End User License Agreement (EULA) is hereby deleted. Section 2.1, below, becomes Section 2.1 to the EULA, as here amended.

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

Amendment to Section 6.3.b Section 6.3.b to the End User License Agreement (EULA) is hereby deleted. Section 6.3.b, below, becomes Section 6.3.b to the EULA, as here amended.

- 6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the Licensee, Company warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student

information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

Amendment to Section 10.9.a Section 10.9.a to the End User License Agreement (EULA) is hereby deleted. Section 10.9.a, below, becomes Section 10.9.a to the EULA, as here amended.

10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to “education records” under this Agreement, it is deemed a “school official,” as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

Amendment to Section 10.9.b Section 10.9.b to the End User License Agreement (EULA) is hereby deleted. Section 10.9.b, below, becomes Section 10.9.b to the EULA, as here amended.

10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

Amendment to Section 10.9.d Section 10.9.d to the End User License Agreement (EULA) is hereby deleted. Section 10.9.d, below, becomes Section 10.9.d to the EULA, as here amended.

10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed

Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

Amendment to Section 10.2 Section 10.2 to Exhibit A – Hosting Services Agreement of the End User License Agreement (EULA) is hereby deleted. Section 10.2, below, becomes Section 10.2 to Exhibit A of the EULA, as here amended.

10.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

Amendment to Section 10.3 Section 10.3 to Exhibit A – Hosting Services Agreement of the End User License Agreement (EULA) is hereby deleted. Section 10.3, below, becomes Section 10.3 to Exhibit A of the EULA, as here amended.

10.3 Alterations. Except as provided herein, in the Agreement, or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

Amendment to Section 10.4 Section 10.4 to Exhibit A – Hosting Services Agreement of the End User License Agreement (EULA) is hereby deleted. Section 10.4, below, becomes Section 10.4 to Exhibit A of the EULA, as here amended.

10.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) days of any termination of the Agreement, Licensee shall remove or request that the Company remove on a fee-for-service basis all Licensee Content from Infinite Campus Products.

Addition of Section 10.5 Section 10.5 t below is added to Exhibit A – Hosting Services Agreement of the End User License Agreement (EULA), as here amended.

10.5 Disclosure. Company may not disclose Licensee Content to any third party except: (i) its employees, consultants, and subcontractors who need access to such information and solely for purposes of providing services to Licensee under the Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in the Agreement; (ii) to the extent it was already capable of being known by or in the possession of the third party without restriction on use or disclosure; or (iii) to the extent compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction, provided that Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

Amendment to Section 7.10 Section 7.10 to Implementation Services Agreement (ISA) is hereby deleted. Section 7.10, below, becomes Section 7.10 to the ISA, as here amended.

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

7.10.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

7.10.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

7.10.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

7.10.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with Section 6.3.b of the End User License Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed

Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

Addition of Order and Pricing Schedule Order and Pricing Schedule, attached hereto and incorporated herein by reference, is added to the Agreement, as here amended.

IN WITNESS WHEREOF, this Amendment to the Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

Perris Union High School District

By: *Stephanie Svoboda*
Stephanie Svoboda (Mar 23, 2020)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:

**Perris Union High School District, CA
Renewal Quote for 2020-2021**

<u>Item Description</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
License: SIS (7/20-6/21)	9,844	\$6.00	\$59,064.00
License: Campus Learning - District (7/20-6/21)	9,844	\$1.00	\$9,844.00
Support: SIS (7/20-6/21)	9,844	\$1.20	\$11,812.80
Application Hosting: SIS Server (7/20-6/21)	9,844	\$1.50	\$14,766.00
Online Registration Prime: (7/20-6/21)	1	\$18,700.00	\$18,700.00
Feeder Tool (7/20-6/21)	1	\$1,000.00	\$1,000.00
Custom Reports Annual Fee: Custom Discipline Report- Case 100404 (7/20-6/21)	1	\$780.00	\$780.00
Custom Reports Annual Fee: Custom Transcript- Case 98814 (7/20-6/21)	1	\$390.00	\$390.00
CDR Allocated Free Usage - 1MB Per Student (Based on last year's student count)	9,844	\$0.00	\$0.00
CDR Usage Cost: Total Average Usage 13.8GB	4	\$2.50	\$10.00
			\$116,366.80

Please note that this is only a quote. Your total may increase/decrease based on the state student count at the time of billing