

# CONNECTICUT RIDER

This Connecticut Rider (“Rider”) is hereby made a part of that certain **Service Level Agreement** between Professional Software for Nurses, Inc. (“Contractor”) and Customer pursuant to State of Connecticut Public Act 16-189 (“Act”). The term Customer includes the local or regional board of education, its school district and any one of its schools as defined below in the customer signature block. Terms not expressly defined in this Rider shall have the same meaning assigned in the Act.

1. Student information, student records and student-generated content are not the property of or under the control of Contractor.
2. The Customer will have access to and ability to delete any student information, student records or student-generated content in the possession of the Contractor.
3. Contractor shall provide Customer with the capability to delete any student information, student records or student generated content in the possession of the Contractor.
4. Contractor shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the Contract.
5. Contractor shall not use personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.
6. A student, parent or legal guardian of a student wishing to review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student records is required to submit their request to the Customer. Contractor shall provide Customer the capability to review and correct any personally identifiable information contained in student information, student records or student-generated content and correct erroneous information.
7. Contractor shall take diligent actions, in its business operations and information security practices and policies, designed to ensure the security and confidentiality of student information, student records and student-generated content.
8. Upon discover of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, Contractor shall notify, without unreasonable delay, but not more than thirty (30) days after such discovery, the Customer of such breach of security. Contractor shall send such notifications in writing electronically or by mail or other commonly accepted delivery methods to the individual(s) designated by the Customer. The Customer will be responsible for providing Contractor with current contact information for such notifications. During such thirty-day period, Contractor may (a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (b) restore the reasonable integrity of Contractor's data system.

9. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, Contractor shall notify, without unreasonable delay, but not more than sixty (60) days after such discovery, the Customer of such breach of security. Contractor shall send such notifications in writing electronically or by mail or other commonly accepted delivery methods to the individual(s) designated by the Customer. The Customer will be responsible for providing Contractor with current contact information for such notifications. During such sixty-day period, Contractor may (a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (b) restore the reasonable integrity of Contractor's data system.

10. Contractor shall not retain student information, student records or student-generated content after termination of the Contract, except as permitted under the Contract for the purpose of transferring data back to the Customer. Student information and student records will not be available to the Contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content. Contractor shall delete all data from its systems within ninety (90) days of completion of the contracted services.

11. Contractor and the Customer shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

12. Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) to the extent applicable, use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as they relate to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and (3) otherwise meet or exceed industry standards. Contractor shall provide the Customer with a copy of its privacy and data security policies.

13. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Customer. Any provision to the contrary in any use agreement, license agreement or other agreement offered by the Contractor shall be null and void if the Contractor is engaged in an activity in the State of Connecticut that is subject to the Act.

14. If any provision of the Contract or the application of the Contract is held invalid by a court of competent jurisdiction, the invalidity will not affect the other provisions or applications of the Contract, and the Contract shall continue without the invalid provision or application.

15. In the event of a conflict between the provisions of the Contract and this Rider, the provisions in this Rider supersede any provision to the contrary contained in the Contract, as it may be amended.

Signed as a binding Agreement by the parties as of the Effective Date: <<Current Date>>

**Professional Software for Nurses, Inc.:**

By (Authorized Signatory): *Peter Redes* Date: <<Current Date>>

Print Name: Peter Redes Title: CEO

**Customer**

Company Name: <<District Contact Name>>

By (Authorized Signatory): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: <<District Contact Address>>

City, State, ZIP: <<District Contact City>>

Country: \_\_\_\_\_

Email Address for Contact: \_\_\_\_\_