



An Azily Solutions Company

## ***SOFTWARE SUPPORT AGREEMENT TERMS & CONDITIONS***

This agreement is between **Acadiana Renaissance Charter Academy** (Customer) and MicroCheck Solutions/Azily Solutions. MicroCheck will provide the Customer unlimited 24-hour technical support. Normal remote support hours are available between the hours of 5:30am and 5:00pm EST, while 24-hour emergency phone support and chat support will also be available for the period of time specified by the effective date and expiration date of this Software Support Agreement (excluding holidays). If utilizing the 24-hour emergency support via phone, it is the responsibility of the customer to leave a detailed message for an emergency on-call representative to contact the customer for support. MicroCheck will also provide the customer telephone and remote support outside of these hours with a scheduled appointment.

The toll free Support line is (877) 620-3172 and should be used to access the technical department for information relating to operational procedures and/or technical questions and is designed to get you up and running in the shortest possible time period.

The MicroCheck Technical Support Team also provides remote site diagnostic service, through GoToAssist. You understand that there will be a process necessary to access this "virtual tech" at your site, the Technical Support Team can access your computer directly from our support center and repair most any software issues.

Software services include: the correction of MicroCheck Solutions software technical problems, assistance with MicroCheck software operational errors, assistance with attempts to retrieve corrupt data and the distribution of dealer software updates (for products developed by the dealer).


- 1.) The payment for the plan shall be **due in advance** and this plan shall not become effective until dealer receives said payment.
- 2.) This agreement is not transferable.
- 3.) Dealer shall not be responsible for failure to render service hereunder for causes beyond its control, including without limitation, strikes, labor disputes, acts of God or acts of terrorism.
- 4.) This agreement does not include software that has been altered by someone other than MicroCheck Solutions/Azily Solutions.

- 5.) This agreement **does** include attempts to recover lost data, **but does not guarantee the data to be recoverable.**
- a.) This agreement does not cover in-depth support on the computers' operating system, or a computer LAN/WAN network (Examples: Windows 7, Windows Server, and Mac OSX). This support is to be provided by your computer vendor or IT department.
- 6.) Under no circumstances will MicroCheck Solutions/Azily Solutions **be** held responsible for lost data or damaged data or any consequential damages.
- 7.) This agreement **does not** include immediate support for customized programs.
- 8.) This agreement covers only software listed on this instrument and does not cover peripheral software purchased from third parties.
- 9.) This agreement does not cover issues caused by the customers' network and/or network installation.
- a.) If customer requires assistance with any network issues or setup, they may purchase additional network support from MicroCheck Solutions/Azily Solutions.
- 10.) All Support plans are for a term of one-year.
- 11.) This instrument contains the entire agreement between the parties and there are no promises, representations and warranties expressed or implied other than as set forth herein.
- 12.) Access to all future MicroCheck Solutions/Azily Solutions software will made available through the duration of your service contract.
- 13.) MicroCheck Solutions/Azily Solutions software will include the ability to request customized reports throughout the duration of your service contract as long as requests are made in a timely fashion.

Effective Period: **July 1, 2014** through **June 30, 2015**

\_\_\_\_\_  
Customer Authorized Signature

6/30/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dealer Authorized Signature

7/1/14  
\_\_\_\_\_  
Date

AMENDMENT TO  
SERVICES AGREEMENT

This amendment to that certain agreement for software support services ("Amendment") by and between MicroCheck Solutions/Azily Solutions ("Vendor") and Acadiana Renaissance Charter School ("School") dated July 1, 2014, is made and is effective this 30<sup>th</sup> day of December, 2014.

WHEREAS, the student information privacy law, set forth in Acts 677 and 837 of the 2014 Regular Session of the Louisiana Legislature, and codified at La. R.S. 17:3913 and La. R.S. 17:3914 (the "student privacy law"), requires protection and confidentiality of personally identifiable student information of public school students and provides for penalties in the event of unauthorized use and/or disclosure of such information, and;

WHEREAS, the student privacy law authorizes a city, parish, or other local public school board to contract with a private entity for student and other education services and further authorizes the transfer of personally identifiable information and related records to the contracted private entity for those purposes. The student privacy law also sets forth dates on which various provisions of the law are to be complied with.

NOW THEREFORE:

Vendor, as a private entity subcontracted by the School to provide for student and education services as provided in the Agreement, in the performance of any and all of its obligations under the Agreement, agrees to protect and maintain the confidentiality of all personally identifiable student information transferred to it in connection with the Agreement and to comply and ensure compliance by Vendor and the School with all applicable provisions of the student privacy law by the dates indicated in the law, and any and all other laws governing, regulating, or pertaining to the storage, maintenance, use, and disclosure of personally identifiable student information, during the contract term and at all other relevant times.

Vendor agrees that any and all data exchanged with or transferred to it under the Agreement shall be used exclusively for the purposes enumerated in the Agreement. Vendor further agrees that it shall not, under any circumstances, allow access to, use, or release of personally identifiable student information to any person or entity except as provided in the Agreement, to the extent the Agreement does not conflict with the student privacy law, and as amended herein.

Vendor, to comply with and ensure future compliance with the student privacy law, shall develop, implement, and enforce the following, minimum requirements as set forth in the student privacy law:

[1] Authorization of access to computer systems on which student information is stored, including guidelines for authentication of authorized access. Vendor agrees to protect and maintain the security of all data, including personally identifiable student information, by implementing reasonable protective security measures as required by relevant authorities and applicable laws and regulations. Vendor further agrees to implement reasonable authentication

access controls to restrict unauthorized and unauthenticated access to personally identifiable student information.

[2] Privacy compliance standards. Vendor agrees that any and all personally identifiable student information will be stored, processed, and maintained solely on designated servers, and shall not be transferred to any other medium unless such medium is used as part of a designated backup or recovery process system or as otherwise permitted by the Agreement, this Addendum, or other applicable laws or regulations.

[3] Privacy and security audits performed under the direction of the local school superintendent. Vendor agrees to cooperate, facilitate, and participate in any and all audits conducted by all relevant regulatory authorities pursuant to applicable laws or regulations for privacy, security, and/or compliance purposes, including but not limited to the local school superintendent, and shall make available all pertinent records to auditors upon a reasonable request made during business hours for those purposes. Vendor agrees to maintain audit logs and records on a separate server, which shall be maintained for a reasonable time in accordance with applicable laws and regulations, and access to these logs shall require reasonable authentication access controls.

[4] Breach planning, notification, and remediation procedures. Vendor must establish and implement a clear data breach response plan for addressing potential breaches of personally identifiable student information, which is essential in minimizing the risk of unauthorized use or disclosure of personally identifiable student information and mitigating the negative consequences of any such breach. Vendor agrees to comply with all laws and regulations requiring notification of individuals in the event of a breach or any unauthorized use, access, and/or release of personally identifiable student information. In the event of a breach of personally identifiable student information, Vendor agrees to notify the School immediately and to assume responsibility for informing all affected individuals as required by applicable laws and regulations, and further agrees to indemnify, hold harmless, and defend the School and its employees and/or agents against any claims, damages, or other harm related to the breach of notification event.

[5] Information storage, retention, and disposition policies. Vendor agrees that, upon termination of the Agreement, it shall return all data, including any and all personally identifiable student information, to the Foundation within a reasonable time, not to exceed thirty (30) days from termination of the Agreement, in a useable electronic form, and shall remove from its servers and erase, destroy, or render unreadable all data in a manner that prevents physical reconstruction or restoration of that data.

Vendor and the School acknowledge that any unauthorized disclosure or use of personally identifiable student information may irreparably damage the School in such a way that adequate compensation could not be recovered in damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any personally identifiable student information shall give the School the right to seek injunctive relief restraining such unauthorized use or disclosure, in addition to all other available legal remedies available. Vendor confirms that any such unauthorized disclosure or risk of disclosure shall constitute irreparable harm to the School and

consents to a temporary restraining order, preliminary injunction or permanent injunction without bond in the event the School must take action to enforce the provisions of this Amendment.

Vendor is permitted to disclose any information protected hereunder to its employees, agents, authorized subcontractors, or auditors, on a "need-to-know" basis only or for purposes not prohibited by the student information privacy law or other applicable laws and regulations, provided that all such individuals and/or entities have executed a written confidentiality agreement as appropriate under the circumstances.

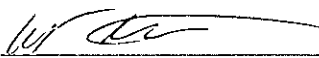
School, to further comply with the student privacy law, shall make available on its internet website information about the transfer of personally identifiable student information, no later than ten (10) business days following execution of this agreement providing for a transfer of personally identifiable student information, and in any event, no later than January 1, 2015. Such information shall remain available for the duration of the agreement and shall include, at a minimum, all of the following:

- [1] A profile of each authorized recipient of such information;
- [2] A copy of the signed agreement between the department and the authorized recipient;
- [3] A complete listing of all of the data elements authorized to be transferred;
- [4] A statement of the intended use of the information, including references to legal authority or legal requirements associated with the transfer of such information;
- [5] The name and contact information of the individual serving as the primary point of contact for inquiries about the agreement;
- [6] A process by which parents of students attending public schools may register a complaint related to the unauthorized transfer of personally identifiable student information.

Vendor agrees it shall not sell, transfer, share, or process any student data for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise stipulated in a contract for services as provided in accordance with the requirements of Louisiana privacy laws including but not limited to La. R.S. 17:3913 and 17:3996.

IN WITNESS WHEREOF, this 9 day of January, the undersigned have executed this Amendment to the Agreement.

MicroCheck Solutions/Azily Solutions

By:   
Name: Carlos Chanlatte  
Title: President  
Date: 1/9/15

Acadiana Renaissance Charter School

By: \_\_\_\_\_

Name: Richard Garcia

Title: CFO for CSUSA and Agent for ACAD

Date: 11/9/15