

information or other event requiring notification. In the event of a breach of any of the Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall return all data to the School Board in a useable electronic format. Vendor further agrees to erase, destroy, and render unreadable, all data in its entirety from its servers in a manner that prevents physical reconstruction through the use of commonly available file restoration utilities. Vendor shall certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the School Board, whichever comes first. Vendor also agrees that all data will be erased, destroyed, and rendered unreadable from its backups within 120 days of the deletion of data from the servers.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

VENDOR


Authorized Representative of Vendor

Lauren A. Spencer
Authorized Representative Name (Print)

COO, Photographer, Sales
Title
Spencer Studios
Company

2/9/2015
Date

LIVINGSTON PARISH SCHOOL BOARD

Authorized Representative Signature

Authorized Representative Name (Print)

Title

LIVINGSTON PARISH SCHOOL BOARD

Date