

Yearbook + Amendment to the Yearbook Printing Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

This Yearbook + Amendment (“Amendment”) to the Yearbook Printing Agreement (“Agreement”) by and between Jostens, Inc. (“Jostens”) and _____ (“Customer”) is made and entered into as of _____ (“Effective Date”).

Customer and Jostens wish to amend the Agreement to, among other things, add Yearbook + as a service (“Service”) to the Agreement upon the terms and conditions set forth in this Amendment. The Services will allow individuals to upload digital photographs to be considered for use in the Publication and will allow individuals to view digital photographs included in the Publication.

Customer and Jostens agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

2. **School Official Designation.** Customer and Jostens hereby designate Jostens as a “school official” as that term is defined by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. @ 1232g (“FERPA”), and Jostens recognizes that certain records regarding Customer’s students are protected by FERPA. In the course of performance of this Agreement, Customer may from time to time disclose certain information protected by FERPA (“Student Identifiable Information” or “SII”) to Jostens, and Jostens may from time to time create Student Identifiable Information. Jostens acknowledges it is receiving and creating such Student Identifiable Information as a “school official” as that term is defined in 34 C.F.R. 99.31(a)(1)(i)(B), and Jostens agrees it will use and maintain such information in accordance with FERPA. Customer represents and warrants that Jostens meets the definition of “school official” as specified in Customer’s annual notification of FERPA rights and that it is authorized to transfer SII to Jostens. Jostens agrees to hold the SII in strict confidence. Jostens will not disclose or use SII outside of the parties’ direct business relationship, except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer. By entering into this Agreement, Jostens certifies that it understands these restrictions and will comply with them.

3. **Retention and Destruction of Data and SII.** Within sixty (60) days following termination, cancellation, expiration or other conclusion of this Agreement, Jostens shall destroy any SII that has not already been incorporated into a Publication prior to the termination, cancellation, expiration or other conclusion of this Agreement. Notwithstanding the foregoing, and subject to Jostens’ compliance with any applicable laws and regulations, nothing in this Agreement will: (i) preclude Jostens from communicating with, require Jostens to destroy, or preclude Jostens from collecting any information about an individual that Jostens has obtained directly from the individual or through another party that is not Customer; or (iv) require Jostens to destroy any information directly uploaded by an individual pursuant to their own account.

4. **Breach of Confidentiality.** If Customer reasonably determines in good faith that Jostens has materially breached any of its confidentiality obligations under the Agreement or Amendment, Customer, in its sole discretion, shall have the right to: (a) require Jostens to create an internal a plan for monitoring and reporting related to Customers SII; (b) provide Jostens with a fifteen (15) day period to cure the breach; or (c) terminate this Agreement immediately if cure is not possible. Before exercising any of these options, Customer shall provide written notice to Jostens describing the violation and the action it intends to take, and permit Jostens thirty (30) days to respond to the alleged violation and demonstrate either that a breach did not occur or provide a remediation plan to resolve the breach.

5. **Safeguards.** Jostens shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted SII received from, or on behalf of Customer. These measures will be extended by contract to all subcontractors used by Jostens in connection with this Agreement. Within a reasonable time period after discovery, Jostens shall report to Customer any unauthorized use or disclosure of SII or in writing by Customer.

6. **Moderation.** The Services will allow individuals to upload digital photographs to be considered for use in the Publication. Customer shall be responsible for curating the digital photographs uploaded for use in the Publication. Customer will also be responsible for responding to inquiries from individuals about digital photographs submitted, uploaded or removed from the Publication. Notwithstanding the foregoing, Jostens reserves the right to remove any digital photograph for any reason. Jostens shall maintain complete discretion on the terms of its storage, retention and availability of digital photographs associated with Publication. Customer shall pay any fees associated with the storage, retention and availability

