

APPENDIX D

Illinois SOPPA Addendum

Illinois SOPPA Addendum Supplemental Terms for Illinois K-12 Schools

This Illinois SOPPA Addendum (“**Addendum**”) supplements the Terms of Service or other written or electronic agreement (“**Agreement**”) between EdLight and School (“**Parties**” and each a “**Party**”) for the provision of Services. This Addendum is intended to address the requirements applicable to EdLight and School pursuant to the amendments to the Illinois Student Online Personal Protection Act at 105 ILCS 85 (“**SOPPA**”). This Addendum, which forms part of the Agreement, applies to Illinois K-12 Schools only.

1. Definitions.

1.1. For purposes of this Addendum, the terms below shall have the meanings set forth below. Capitalized terms that are used but not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

1.1.1. “**Addendum Effective Date**” means the date on which the Parties agreed to the Agreement.

1.1.2. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “control” refers to the power to direct or cause the direction of the subject entity, whether through ownership of voting securities, by contract or otherwise.

1.1.3. “**Covered Information**” shall have the meaning given to it under SOPPA.

1.1.4. “**Security Breach**” means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Covered Information maintained by an operator or school. “Security Breach” does not include the good faith acquisition of personal information by an employee or agent of an operator or school for a legitimate purpose of the operator or school if the Covered Information is not used for a purpose prohibited by SOPPA or subject to further unauthorized disclosure.

1.1.5. “**Services**” means the services and/or products to be provided by EdLight to School under the Agreement. The Services shall also include any required, usual, appropriate or acceptable methods to perform activities related to the Services, including (a) carrying out the Services or the business of which the Services are a part, (b) carrying out any benefits, rights and obligations related to the Services, (c) maintaining records relating to the Services, and (d) complying with any legal or self-regulatory obligations related to the Services.

1.1.6. “**Student Data**” means Student Data (as defined in the Agreement) that includes Covered Information.

1.1.7. “**Subcontractor**” means a subcontractor to whom Student Data may be disclosed.

1.1.8. “**Term**” means the period from the Addendum Effective Date until the end of EdLight’s provision of the Services.

2. Compliance with Laws.

- 2.1. Each Party agrees to uphold its responsibilities under applicable Illinois State laws governing Student personal information, including SOPPA.

3. Roles of the Parties; EdLight's Processing of Student Data.

- 3.1. The Parties acknowledge that EdLight qualifies and is acting hereunder as an "Operator" as defined under SOPPA.

- 3.2. The Parties agree to the following provisions pursuant to Section 15(4) of SOPPA:

- 3.2.1. **Categories or Types of Student Data to be Provided to EdLight.** Data relating to Students provided to EdLight in connection with the Services, including Students' names, email addresses, Student work and feedback on Student work uploaded through the Services.

- 3.2.2. **Products or Services Provided to School by EdLight.** The Services include products and services for Teachers and School representatives to communicate with Students, and to solicit, submit, share, review and comment on educational and classroom materials and information with Students and other Teachers, as further described in the Agreement. EdLight may also offer feedback and grading validation tools, usage statistics, analytics and educational insights based on the User Content (as defined in the Agreement) shared by users in a specific group, class or School.

- 3.2.3. **School Official.** In providing the Services to School, EdLight may act as a "school official" with a "legitimate educational interest" as defined under FERPA. To the extent EdLight is regarded as a "school official", EdLight agrees that it will abide by the limitations and requirements applicable to a school official, that it is performing an institutional service or function for which School would otherwise use employees, and that it is under the direct control of School with respect to the use and maintenance of Student Data. EdLight agrees to use Student Data only for authorized purposes and not to redisclose it to third parties or Affiliates, unless otherwise permitted under SOPPA, this Addendum and the Agreement, without permission from School or pursuant to court order.

- 3.3. Student Data shall be collected only for Pre-K through 12 School Purposes (as defined under SOPPA) and not further processed in a manner that is incompatible with those purposes. Student Data shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.

4. Security Breaches.

- 4.1. EdLight shall promptly notify School upon becoming aware of a Security Breach affecting Student Data and shall reasonably cooperate with School's investigation of the Security Breach. Notifications made pursuant to this Section 4 will describe, to the extent possible, details of the Security Breach, including steps taken to mitigate the potential risks and steps EdLight recommends School take to address the Security Breach.

- 4.2. To the extent School determines that a Security Breach affects Student Data in a manner that triggers third party notice requirements under applicable laws, School shall be responsible for sending such notices, unless otherwise agreed in writing between EdLight and School. Except as otherwise required by law, EdLight will not provide notice of the

Security Breach directly to individuals, or parents or legal guardians of such individuals, whose Student Data was affected, to regulatory agencies, or to other entities, without first providing written notice to School.

- 4.3. EdLight's notification of or response to a Security Breach under this Section will not be construed as an acknowledgement by EdLight of any fault or liability with respect to the Security Breach.

5. **Deletion or Transfer of Student Data.**

- 5.1. Upon receipt of a request to delete Student Data, EdLight shall delete the Student Data within seven (7) calendar days of receiving such request, unless a Student or his or her parent consents to the maintenance of the Student Data.
- 5.2. EdLight shall delete or transfer to School all Student Data if the information is no longer needed for the purposes of providing the Services and the purpose authorized under the Agreement. Subject to the terms of the Agreement, including without limitation its User Content rights and permissions, on expiry of the Term, School instructs EdLight to delete Student Data from EdLight's systems in accordance with applicable law as soon as reasonably practicable but no later than ninety (90) days from the date of request. EdLight may retain Student Data to the extent required by the laws, rules, and regulations to which EdLight is subject, or if Student Data resides in EdLight's backup archives, in which case EdLight will continue to protect the security and confidentiality of such retained Student Data in accordance with the Agreement and this Addendum until the data can be safely deleted.

6. **Subcontractors.**

- 6.1. A list of EdLight's Subcontractors, which will be updated from time to time, is available here: https://docs.google.com/document/d/1EnEjb8tcPjh5_nstEBGJsnXdXTSo2wugJU84eCi8K2Q

7. **Security.**

- 7.1. EdLight has implemented and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure as further described at https://docs.google.com/document/d/1ga8NvRficydIFU2E2izKrT5QpQV6XOFey2TG_SrO6vBw/. EdLight may update or modify the security measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services.

8. **Publishing of Agreement on School Website.**

- 8.1. School shall post this Addendum on its website or make it available for inspection by the general public at its administrative office, if it does not maintain a website; provided, that EdLight may request portions of such terms be redacted in accordance with 105 ILCS 85/15(4)(F).

9. **Liability**

9.1. The total combined liability of either Party and its Affiliates towards the other Party and its Affiliates, whether in contract, tort or any other theory of liability, under or in connection with the Agreement and this Addendum will be limited to limitations on liability or other liability caps agreed to by the Parties in the Agreement.

10. Notices

10.1. Notwithstanding anything to the contrary in the Agreement, any notices required or permitted to be given by EdLight to School may be given to any email address provided by School for the purpose of providing it with Services-related communications or alerts. School is solely responsible for ensuring that such email addresses are valid.

11. Effect of This Addendum

11.1. Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between this Addendum and the remaining terms of the Agreement, this Addendum will govern.

12. Data Storage

12.1. EdLight will store all data under this agreement in the United States.