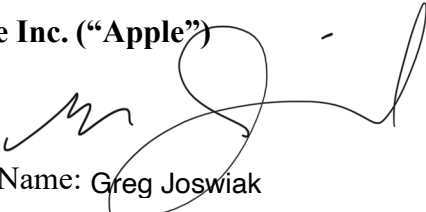<h1 style="text-align:center">SOPPA Addendum to ASM Agreement</h1>

This SOPPA Addendum to the Apple School Manager ("ASM") Agreement ("**SOPPA Addendum**"), effective as of the date of the last signature, forms part of the ASM Agreement made by and between [   ] ("**Institution**") and **Apple Inc.** ("**Apple**") (the "**ASM Agreement**"). The **SOPPA Addendum** applies to and (to the extent of any conflict) takes precedence over the **ASM Agreement**. This **SOPPA Addendum** confirms that Apple complies with the requirements of the Illinois Student Online Personal Protection Act ("**SOPPA**"). Any capitalized terms not defined in this **SOPPA Addendum** will have the meaning given to them in **ASM Agreement**. All other terms and conditions of the **ASM Agreement** shall remain in full force and effect.

1. **Categories of Information to Be Provided to Apple**. As set forth in the **ASM Agreement**, including Exhibit A and explained in further detail at https://support.apple.com/en-us/HT208525, the Institution may provide Apple with certain types of Personal Data from students, teachers, and employees in order to access and use the Service. This Personal Data may include information associated with a Managed Apple ID such as name, Institution, enrolled classes, role, email address (if provided), grade level, user identifiers, and device identifiers. Apple may also receive Personal Data in connection with its provision of features and services that are available with a Managed Apple ID.

2. **FERPA Statement.** Consistent with the U.S. Family Education Rights and Privacy Act ("**FERPA**"), in performing the Service, Apple will: (a) act as a school official with a legitimate educational interest; (b) with respect to Covered Information (defined below), perform an institutional service or function under the direct control of the Institution for which the Institution would otherwise use employees; (c) use the Covered Information only for a purpose authorized by the Institution; and (d) not re-disclose the Covered Information to third parties or affiliates except as authorized under the ASM Agreement, with permission from the Institution, pursuant to a court order, or as otherwise permitted under applicable laws or regulations. As used in this section, "Covered information" has the meaning set forth in 105 Ill. Comp. Stat. 85/5 as amended.

3. **Breach Costs**. Apple will be liable for its costs and expenses in the event of a breach as that term is defined under **SOPPA** (hereinafter, "Breach"), and which, for avoidance of doubt, shall include any Data Incident as defined in the **ASM Agreement**, where such Breach is attributed to Apple. Customer will be liable for its costs and expenses incurred in investigating and remediating a Breach unless such Breach is attributed to Apple.

4. **Publication of ASM Agreement and SOPPA Addendum**. Apple acknowledges that the Institution may publish a copy of the **ASM Agreement** and this **SOPPA Addendum** on its website, or if the Institution does not have a website, then these documents shall be available at the Institution's administrative offices.

5. **Notification of Breach**. Apple will provide notification of any Breach as required by **SOPPA** and in accordance with applicable provisions of the **ASM Agreement**.

6. **Disclosure of Covered Information to Third Parties**. As required by **SOPPA**, Apple will provide the Institution with a list of third parties and affiliates to whom Apple discloses (or has disclosed) Covered Information.

7. **Term and Survival**. This Addendum shall remain in effect for the Term of the ASM Agreement. For purposes of Paragraph 10L (Survival of Terms) of the ASM Agreement, the provisions of this Addendum by their nature are intended to survive termination or expiration of the ASM Agreement to the extent that Apple is subject to the **SOPPA**.

Signed by the parties' authorized representatives on the dates below.

Apple Inc. ("Apple")

By:

Print Name: Greg Joswiak

Title: Senior Vice President Worldwide Marketing

Date: August, 10 2021

[DeKalb Cusd428] **("Institution")**

By: *Minerva Garcia-Sanchez*

Print Name: Minerva Garcia-Sanchez

Title: Superintendent

Date: December, 8 2021