FIRST AMENDMENT TO WISCONSIN STUDENT PRIVACY DATA AGREEMENT

This First Amendment ("**Amendment**") to the Wisconsin Student Data Privacy Agreement ("**DPA**"), by and between, Liminex, Inc. doing business as GoGuardian, and acting on behalf of itself and its Affiliates ("**Provider**" or "**GoGuardian**") and Local Education Agency provided in the signature block below ("**LEA**"), is effective as of the effective date of the DPA ("**Effective Date**"). The Parties (defined herein) are subject to a Service Agreement, which is Liminex Products Terms of Service and End User License Agreement (available at www.goguardian.com/eula.html) that may be updated from time to time in accordance with the terms therein). To the extent that the terms of this Amendment conflict with the DPA or the Service Agreement, the terms of this Amendment shall control. Unless otherwise explicitly defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the following order of priority (1) DPA; and (2) the Service Agreement. The terms of such DPA and the Service Agreement shall remain in full force and effect except as expressly modified by this Amendment. The DPA shall be amended between the Parties as follows:

RECITALS

- The third recital is hereby amended to add the word "applicable" before both (1) "Wisconsin state student privacy laws" and (2) "pupil records law".

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. The third sentence of Section 1 (Student Data Property of LEA) of Article II (Data Ownership and Authorized Access) of the DPA is hereby amended by inserting "in accordance with applicable law" at the end of each such sentence.

4. **Third Party Request.** Section 4 (Third Party Request) of Article II (Data Ownership and Authorized Access) of the DPA is hereby amended by inserting "unless prohibited by law, law enforcement request, subpoena, or court order" at the end of both sentences. In the second sentence, "as soon as possible" is hereby deleted and replaced with "promptly".

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. Section 1 (Privacy Compliance) of Article IV (Duties of Provider) is hereby deleted in its entirety and replaced with the following: "Provider shall provide data for the purposes of the Service Agreement in compliance with, as applicable, FERPA, COPPA, PPRA, and all other applicable Wisconsin privacy laws."

2. **Authorized Use**. The second sentence of Section 2 (Authorized Use) of Article IV (Duties of Provider) is hereby deleted in its entirety and replaced with the following:

Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, except: (i) with the express written consent of the LEA; (ii) as reasonably necessary to provide the Services stated in the Service Agreement and/or (iii) otherwise authorized under the statutes referred to in Article IV, subsection 1 (Privacy Compliance).

4.   **No Disclosure**. Section 4 (No Disclosure) of Article IV (Duties of Provider) is hereby deleted in its entirety and replaced with the following:

> 4.   No Disclosure. Provider shall not copy, reproduce or transmit any Student Data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement or to fulfill the obligations or exercise any rights contained in this DPA.

5.   **Disposition of Data.** Section 5 (Disposition of Data) of Article IV (Duties of Provider) of the DPA is hereby amended as follows:

- "student data" is deleted and replaced with "Student Data" in the second sentence;
- "commercially reasonable efforts to complete:" is inserted prior to (1) in the second sentence;
- "ten (10) calendar days" in the seventh sentence is hereby deleted and replaced with "a commercially reasonable amount of time not to exceed thirty (30) calendar days"; and
- Subsection (b) (Complete Disposal Upon Termination of Service Agreement) of Section 5 is hereby deleted in its entirety and replaced with:

> LEA shall have thirty (30) days after termination or expiration (whichever is earlier) of its Service Agreement with Provider to notify Provider in writing that LEA wishes Provider to make available or otherwise transfer data in either a CSV or other mutually-agreeable format. After such thirty (30) day time period has expired, Provider shall use commercially reasonable efforts to dispose or delete all Student Data obtained under the Service Agreement.

6.   **Advertising Prohibition**. Section 6 (Advertising Prohibition) of Section IV (Duties of Provider) is hereby amended as follows:

- the word "related" is inserted before "commercial efforts" in subsection (b); and
- "or in furtherance of K-12 school purposes" is inserted at the end of each subsection (c) and (d).

ARTICLE V: DATA PROVISIONS

1c. **Security Protocols.** Subsection 1(c) (Security Protocols) of Article V (Data Provisions) of the DPA is hereby deleted in its entirety and replaced with the following:

Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to: (i) fulfill the purpose of data requests by LEA, (ii) perform the Service(s), or (iii) fulfill the obligations or exercise any rights contained in this DPA.

2. **Data Breach.** The portions of Section 2 (Data Breach) of Article V (Data Provisions) of the DPA excerpted below are hereby deleted in its entirety and replaced with the following:

In the event that Student Data is accessed or obtained by an unauthorized individual ("Data Breach"), Provider shall provide notification to LEA within a reasonable amount of time of Provider confirms or reasonably believes that a Data Breach has occurred, and not exceeding seventy-two (72) hours. Provider shall follow the following process:

. . .

b. The security breach notification described in section 2(a) shall include, at a minimum, to the extent known by Provider at the time, the following information: . . .

f. Provider is prohibited from directly contacting parent, legal guardian, or eligible pupil unless expressly requested by LEA or otherwise required by law. . . . If requested by LEA, Provider shall reimburse LEA for reasonable costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event that Student Data is accessed or obtained by an unauthorized individual, LEA agrees to reasonably cooperate with Provider to the extent necessary to expeditiously secure Student Data. In the event of a breach originating from LEA's use of the Service, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VII: MISCELLANEOUS

2. **Termination**. The second sentence of Section 2 (Termination) of Article VII (Miscellaneous) is hereby deleted in its entirety and replaced to be the following: "Either party shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA by the other party."

8. **Governing Law; Venue and Jurisdiction**. Section 8 (Governing Law; Venue and Jurisdiction) of Article VII (Miscellaneous) is hereby deleted in its entirety and replaced with the following:

> THIS DPA WILL GE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THIS DPA IS SUBJECT TO THE DISPUTE RESOLUTION PROVISION OF THE SERVICE AGREEMENT.

Signed and Agreed:

For and on behalf of LEA:

LEA Name: Oconto Falls Public Schools

Signature: *Corey Jeffers*
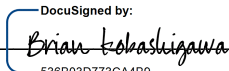
Signatory Name: Corey Jeffers

Title: Director of Technology

Name: Corey Jeffers

Dated: 18 March 2022

For and on behalf of Provider:

Provider Name: Liminex, Inc. DBA GoGuardian, and acting on behalf of itself and its Affiliates

Signature: *Brian Kobashigawa*
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Signatory Name: Brian Kobashigawa

Title: Corporate Counsel

Dated: 3/21/2022