

FIRST AMENDMENT TO WISCONSIN STUDENT PRIVACY DATA AGREEMENT

This First Amendment ("Amendment") to the Wisconsin Student Data Privacy Agreement ("DPA"), by and between, Pear Deck, Inc. ("Provider" or "Pear Deck") 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 also subject to a Service Agreement, which is Pear Deck's Terms of Service (available at www.peardeck.com/terms-of-service) 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, PPRPA, 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:

School District of Fort Atkinson

By: DJ Scullin

Printed Name: DJ Scullin

Date: 2021-05-24

Title: Director of Technology