

**AMENDMENT No. 1 to
Maine Student Data Privacy Agreement Version 1.0**

This Amendment No.1 (this "**Amendment**") is made and entered into as of September 23, 2020 (the "**Effective Date**"), by and between Irvine Maine School Administrative District #6 ("**LEA**"), and Sphero, Inc. ("**Provider**") (each, a "**Party**" and collectively, the "**Parties**"). This Amendment amends the terms of the Main Student Data Privacy Agreement between the parties effective on or about the Effective Date (the "**Agreement**"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

The Parties hereby agree as follows:

1. All references to "personally identifiable information", "student data", "data", or "Student generated content" in the Agreement shall pertain only to data collected from LEA and/or LEA users on LEA devices and personal devices used for educational purposes, and not to data collected by Provider from LEA students or parents who have privately-owned Provider devices at home and who provide information to Sphero through use of those devices and through separate parent or student-created private accounts not associated with LEA. LEA represents and warrants that it will have all requisite right and authority to transmit to Provider any and all student data transmitted under the Agreement, provided that LEA shall not be responsible for securing any consents required by law to be secured by Provider prior to Provider collecting information from or about users.
2. "Service Agreement" shall mean the Provider's Terms of Use available at Sphero.com/terms, as amended from time to time by Provider in its sole discretion in accordance with those Terms.
3. Notwithstanding Article IV, Section 5 or any other provision of the Agreement, LEA acknowledges and agrees that if a student has elected to publish robot coding programs in the application, other users of the application will be able to view and copy such content into their own user accounts, and Provider will have no ability to delete any such copies.
4. Provider shall not be in breach of Article IV, Section 6, or any other provision of the Agreement where an LEA user has been logged in as other than a "learner", has represented that he or she is over the age of consent, and has opted into such marketing communications, and Provider sends such communications to such LEA user.
5. **Agreement Enforcement.** The terms and conditions of the Agreement govern this Amendment, and this Amendment shall be considered part of and integrated with the Agreement. Except as specifically provided herein, the Agreement shall remain unchanged and in full force and effect; provided that, in the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail for the limited purposes and contexts set forth in this Amendment.
6. **Termination.** This Amendment shall automatically expire at the end of the Agreement.

ACCEPTED AND AGREED TO:


Maine School Administrative District #6

By: 

Name: Scott Nasen

Title: Director of Technology

Sphero, Inc.

DocuSigned by:

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Brian Kellner

By: _____

Name: _____

Title: VP, Software