

ADDENDUM TO THE DATA PRIVACY AGREEMENT BETWEEN GUILDERLAND CENTRAL SCHOOL DISTRICT AND NOREDINK

Guilderland Central School District (hereinafter the "Client") and NoRedInk Corp. (hereinafter the "Company" or "NoRedInk"), agree that this Addendum between Client and NoRedInk ("Addendum") is hereby incorporated and made a part of the Data Privacy Agreement (hereinafter collectively the "Agreements"). If any conflicts or inconsistencies exist between or among this Addendum and the Agreements, the Client and Company agree that the provisions of this Addendum shall supersede and prevail. Client and Company may be referred to herein individual as the "Party" and collectively as the "Parties".

1. Notwithstanding the foregoing, or anything to the contrary contained in the Agreements, the provisions of NoRedInk's licensing terms located at <https://www.noredink.com/terms> and NoRedInk's Privacy Policy located at <https://www.noredink.com/privacy> shall supersede and prevail over any conflicting or inconsistent terms found in the Agreements.
2. Notwithstanding anything to the contrary contained in the Agreements, the Termination of the Agreements and this Addendum shall only occur as follows: i) immediately after written notice by either Party upon material breach of the Agreements or Addendum, (ii) upon expiration of the license for use of the NoRedInk software; (iii) by mutual, written agreement of the Parties.
3. Any indemnification under the Agreements shall be limited to the greater of: i) the fees paid by the Client to the Company over the twelve month period preceding the incident giving rise to the claim for indemnification, OR ii) one thousand dollars.
4. Should there be a conflict in the governing law provisions of the terms and privacy policy of NoRedInk and the Agreements, the Agreements shall prevail to so long as the choice of law therein reflects the jurisdiction in which the Client is located.
5. The sale of a majority interest in the Company or the sale of all or substantially all of the assets of the Company shall not be considered any assignment under the Agreements and therefore would not require the approval of the Client to be effective.

CLIENT:
Guilderland Central School District

Signature:  _____

Name: DAVID HOWELL

Title: DATA PROTECTION OFFICER

Date: 2/8/2024

COMPANY:
NoRedInk Corp.

Signature:  _____

Name: Blake Sipek

Title: Chief Financial Officer

Date: 12/12/23