Montana Student Privacy Addendum

This Montana Student Privacy Addendum ("**Montana Addendum**") to Liminex Products Terms of Service and End User License Agreement ("**EULA**") (currently available at https://www.goguardian.com/policies/eula) and incorporated Product Privacy Policy ("**Product Privacy Policy**") (currently available at www.goguardian.com/productPrivacy.html) (together, EULA and Product Privacy Policy as the "**Agreement**") forms part of the Agreement by and between Liminex, Inc. doing business as GoGuardian, and acting on behalf of itself and its Affiliates ("**Liminex**") and Absarokee School District ("**School**") (together, School and Liminex as the "**Parties**"). This Montana Addendum shall be effective as of the last date of signature below and shall continue coextensive to the Subscription Term of the Agreement.

In accordance with the Montana Pupil Online Personal Information Protection Act (House Bill 745) ("**MPOPIPA**"), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**"), and applicable law, the parties hereby agree as follows:

1.   Definitions. Capitalized terms shall have the meaning ascribed to such terms in the Agreement, unless otherwise explicitly defined below:

   (a) "**Protected Information**" has the meaning ascribed to "Protected information" in MPOPIPA and includes any Personal Student Information as that term is defined in our Product Privacy Policy.
   (b) "**Pupil Records**" has the meaning ascribed to "Pupil records" in MPOPIPA.
   (c) "**Pupil-Generated Content**" has the meaning ascribed to "Pupil-generated content" in MPOPIPA.

2.   Student Data Privacy Obligations.   Liminex and Absarokee School District agree as follows:

   (a) **Ownership and Control of Pupil Records.** At all times, Pupil Records shall be the property of and under control of School, or as required by applicable law, Pupil Records is the property of and under control of the applicable eligible student, parent, or guardian.

   (b) **Transfer of Pupil-Generated Content**. To the extent that students submit their Pupil-Generated Content on Liminex's products, a parent, guardian, or eligible student may submit a request to Liminex to transfer this information by contacting privacy@goguardian.com (or other contact method as updated from time to time in Liminex's Product Privacy Policy). Following verification of the requestor's authorization to receive the information (which may require verification by the requestor's School), Liminex will provide the Pupil-Generated Content that Liminex possesses in a commercially reasonable amount of time in either a CSV or other mutually-agreeable format. School understands that Liminex's Products are not used as a primary platform for students to submit Pupil-Generated Content, so Liminex cannot guarantee retention of Pupil-Generated Content.

   (c) **Restrictions on Pupil Records Use**. Liminex will not use Pupil Records for any purpose other than those required or specifically set forth in this Montana Addendum, its Product Privacy Policy, EULA, or any other agreement between School and Liminex.

   (d) **Pupil Records Access and Review**. Liminex will cooperate with School to fulfill requests made by a parent, legal guardian, eligible student, or school personnel to request a review and correction of erroneous information of Pupil Records pursuant to School's verification

and instruction within a commercially reasonable amount of time and in compliance with relevant law.

(e) Protection of Pupil Records. Liminex will implement commercially reasonable technical, administrative, and physical safeguards designed to protect Pupil Records, including specific training of appropriate personnel.

(f) Breach of Pupil Records. In the event of a breach of Pupil Records, Liminex will comply with all applicable breach response laws (including, as applicable, Montana Code Annotated § 130-14-1704) to assist in providing notification or directly providing notification as required to School, affected parents, legal guardians, eligible students, and regulators.

(g) Pupil Records Certification. Upon completion of this Agreement and upon a written request by School to delete Pupil Records, Liminex will provide written certification to School that Pupil Records are no longer held, possessed or otherwise available to Liminex or its employees, agents, or subcontractors. Notwithstanding the foregoing, to the extent that Liminex offers pupils the ability to establish or generate accounts with Liminex for the purpose of storing Pupil-Generated Content, this Section 2(7) shall not apply to School's pupil(s) or their respective parents/guardians on behalf of pupil(s), if such pupil(s) establishes or generates an account with Liminex to store their applicable Pupil-Generated Content.

(h) FERPA Compliance. School designates Liminex as and Liminex agrees to act as a "school official" with "legitimate educational interests" in School's educational records under FERPA to the extent that Liminex receives "educational records" as defined under FERPA regulation 34 CFR § 99.31(a)(1), or agrees act under another applicable FERPA exception, such as the "directory information" exception. Limimex further agrees to reasonably cooperate with School to appropriately respond to FERPA access and correction requests by School in accordance with Section 2(4) of this Montana Addendum and applicable law.

(i) Prohibition on Targeted Advertisement of Pupil Records. Liminex will not use Pupil Records, Pupil-Generated Content or Protected Information to engage in targeted advertising as prohibited by applicable law including as prohibited by MPOPIPA.

(j) Compliance with Law. This Agreement is intended to comply with MPOPIPA. In the event this Agreement is voided in accordance with MPOPIPA Section 4(3), then Liminex shall return all Pupil Records in its possession to the School in accordance with the Agreement.

3.0 Miscellaneous.

If any provision of this Montana Addendum conflicts with a provision in the Agreement and is otherwise incapable of being construed in conjunction with the Agreement, the terms of this Montana Addendum shall take precedence to the extent of such conflict. For avoidance of doubt, all other provisions and terms in the Agreement remain in full force and effect. Any violation or breach of this Montana Addendum shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the EULA. Additionally, this Montana Addendum is solely between the parties and shall have no effect upon the terms for any other individual or entity subject to the EULA.

[*Remainder of Page Left Intentionally Blank*; *Signature Page Follows*]

Signed and Agreed:

For and on behalf of Big Timber School District #1

Signature: _____

Name: ____Tara Locke_____

Title: ____Technology Coordinator_____

Date: ____11-6-2024_____

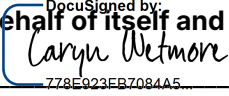Address (for Notice):

PO Box 887

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Big Timber, MT 59011

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_____

Email Address (for Notice):

tlocke@bigtimber-gs.k12.mt.us

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For and on behalf of Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates

Signature: _____
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Name: ____Caryn Wetmore_____

Title: ____Senior Counsel_____

Date: ____11/6/2024_____