Updated to Guardian. includes Beacon

Master License and Service Agreement

This Master License and Service Agreement ("**Agreement**" or "**MLSA**") is made and entered into by and between Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("**Vendor**" or "**GoGuardian**" or "**Liminex**"), having its principal offices at 2030 East Maple Avenue, Suite 100, El Segundo, California 90245, and the Wayne-Finger Lakes BOCES/EduTech ("**Customer**"), having its principal offices at 131 Drumlin Court, Newark, NY 14513. Vendor and Customer are sometimes referred to herein, individually, as a "**Party,**" and collectively, as the "**Parties.**" "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "**Control**" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement. "**Vendor Parties**" or "**GoGuardian Parties**" means Vendor, its affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents and representatives. This Agreement incorporates by this reference Liminex Products Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula (as may be amended from time to time in accordance with the terms contained therein) (the "**Vendor Terms**"). In the event of a conflict between any provision in this MLSA and any provision in the Vendor Terms incorporated herein, the provision in this MLSA will govern, unless the provision in this MLSA expressly references the conflicting provision in the Vendor Terms and this MLSA expressly acknowledges that such conflicting provision shall apply.

Boards of Cooperative Educational Services ("**BOCES**"), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("**CoSers**") approved by the New York State Education Department. Regional Information Centers ("**RICs**"), organized and administratively aligned under a BOCES, provide shared technology and other educational support services on a regional basis to its BOCES' component school districts, and to other BOCES and school districts located within the RIC's respective region.

Cooperative educational services provided by a BOCES (by the BOCES itself, or if applicable, its respective RIC) include shared computer services, software, and technical training and support that are provided to school districts that enter into applicable CoSers. Customer is authorized to issue requests for proposals, award and enter into contracts for the purchase of instructional software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself and its school districts within the BOCES. Through Customer's procurement process, Vendor has been identified and accepted by Customer as a provider of software products and professional development services as more fully described herein (the "**Product(s)**"). Only a school district served by Customer may participate in this Agreement (a "**school district Licensee**"). Accordingly, the Parties have entered into this Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and its school districts pursuant to the terms herein.

1. TERM and TERMINATION

1.1 Term of Agreement. The Effective Date of this Agreement shall be [November 19th, 2024]. The initial term of this Agreement shall commence on the Effective Date and continue until 11:59 pm [November 19th, 2025] (the "**Initial Term**"), unless earlier terminated as otherwise set forth herein. The Initial Term may be extended for successive renewal terms of three (3) years (each a "**Renewal Term**") only by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

LIMINEX, INC. DBA GOGUARDIAN AND PEAR DECK LEARNING, AND ACTING ON BEHALF OF ITSELF AND ITS AFFILIATES

By: _Caryn Wetmore_

Printed Name: Caryn Wetmore

Title: Senior Counsel

Date: 12/16/2024

Wayne-Finger Lakes BOCES/EduTech

By: _____

Printed Name: Kelly Eckdahl

Title: Director

Date: 11/19/24

Address for Notice:

_____

_____

[Signature Page to MLSA]

Exhibit A
Products

GoGuardian Admin	GoGuardian Admin is an award-winning filtering and device management solution for K-12 schools. GoGuardian Admin was built to provide a safer and more productive online experience for all. GoGuardian Admin enables users to customize filtering policies to any situation and manage them from a unified interface.
GoGuardian Teacher	Teacher is a classroom management solution, helping teachers guide their students while gaining back valuable instructional time. This solution provides teachers with a way to view student online activity during their class sessions. Teachers can support and directly connect with their students. GoGuardian Teacher creates efficiency in instructional workflows and provides a variety of ways to deliver instruction. It is easy to use and it supports different learning environments.
GoGuardian Beacon	Beacon is a machine-learning solution that notifies pre-determined school staff of instances where students may be at risk of suicide, self-harm, or potential harm to others through Beacon-generated alerts. Beacon was designed to help school staff proactively identify at-risk behavior and quickly facilitate a response. Beacon works across content that students create, search for, and consume online, including search engines, chat, online docs, social media, email, web apps, and more. Beacon alerts provide robust context around an event, helping schools and districts determine what caused an alert and how to take action. GoGuardian also offers Beacon 24/7 which provides customers the option to have a dedicated team of safety specialists review and escalate customers' Beacon-generated active planning alerts 24/7 to pre-determined school staff. These specialists operate within the U.S. and are specially trained to evaluate alerts. Please note that there are Supplemental Terms for GoGuardian Beacon 24/7 (https://www.goguardian.com/policies/beacon-24-7-terms) (for Beacon 24/7 services that schools may elect to obtain from GoGuardian).
GoGuardian DNS	GoGuardian DNS is a product that allows schools and districts to have another method of deploying GoGuardian Admin. DNS stands for 'Domain Name Server', a system that ties domain names to IP addresses. GoGuardian DNS is an inline web filtering (network-level filter) and is designed to support all devices connected to the network. GoGuardian DNS is device agnostic, so as long as a school's users are on school premises and connected to the school network, they're protected by GoGuardian DNS. GoGuardian DNS filters traffic based on the public IP network that a given user is connected to. Unlike GoGuardian Admin, GoGuardian DNS does not require the extensions to be present for a user and does not require any software installation.
GoGuardian Fleet	GoGuardian Fleet is a device management solution that allows schools and districts to simplify and structure their workflow for managing Chromebooks. GoGuardian Fleet helps schools and districts keep track of their device inventory, assign and un-assign devices, and sync with Google Admin Console.

Exhibit B

DATA SHARING AGREEMENT

NEW YORK EDUCATION LAW 2-D RIDER

TO CONTRACTOR PRODUCTS TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This New York Education Law 2-D Rider ("**Rider**") to Liminex Products Terms of Service and End User License Agreement (currently available at https://www.goguardian.com/policies/eula) and incorporated Product Privacy Policy (currently available at https://www.goguardian.com/policies/product privacy) ("**Terms**") by and between Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("**Contractor**") and Wayne-Finger Lakes BOCES/EduTech ("**School**") (together, the "**Parties**"). As of the latest date on the signature line below ("**Effective Date**") and continuing until 1 year after signature dates, the Parties agree as follows:

1. **Definitions.** Capitalized terms shall have the meanings ascribed to such terms in the Terms, unless otherwise explicitly defined below:

    a. "**Commercial or Marketing Purpose**" means the sale of Student Data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of Student Data for advertising purposes, or to develop, improve or market products or services to students.

    b. "**Encryption**" means methods of rendering Personally Identifiable Information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

    c. "**New York Education Law Section 2-d**" means Section 2-d of Article I of Title I of New York Consolidated Laws, Education Law, together with its implementing regulations in Part 121 of the Regulations of the New York Commissioner of Education.

    d. "**Personally Identifiable Information**", as applied to Student Data, means Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of 3 Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g ("**FERPA**"), and as applied to Teacher and Principal Data, means Personally Identifiable Information as such term is defined in Education Law §3012-c(10). Personally Identifiable Information does not include Deidentified Information.

    e. "**Teacher or Principal Data**" means Personally Identifiable Information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

    f. "**Student Data**" means Personally Identifiable Information from the student records of an educational agency.

2. **Data Collection Transparency and Restrictions.**

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