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.

1.2 Termination of Agreement. Either Party may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days' written notice to the other.

1.3 Termination by Customer. Customer shall have the right to terminate this Agreement at any time prior to the expiration of its Initial Term (or the expiration of any Renewal Term) in the event of Vendor's failure to cure any default or breach of this Agreement within (30) days written notice from Customer. If Customer terminates the Agreement under this provision, Customer, shall (a) return all materials related to the Product(s) and (b) arrange with Vendor to remove the Product(s) from the computers located at the sites; and (c) then, upon Vendor's request, certify in writing to Vendor that the foregoing obligations were completed.

2. SCOPE OF SERVICES

Acting as an independent contractor, Vendor will provide the Product(s) and Services to each school district Licensee designated in a purchase order that is executed by Customer and Vendor. Each Licensee's access to and use of the Products and Services shall be subject to Vendor Terms except to the extent to which any such terms are in conflict with the terms contained herein, in which case the terms of this Agreement shall control with respect to such Licensee. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system administration, training or maintenance and support services ("**Services**"), shall be as more fully described within this Agreement, including **Exhibit A** incorporated into this Agreement by reference, and at the prices stated in the applicable order form.

3. GRANT OF LICENSE

3.1 The Product(s) and Services are provided to Customer and of its school districts under Vendor's standard license for its Products and Services contained in the Vendor Terms. For purposes of the licenses granted by Vendor pursuant to this Agreement, Customer and each individual school district designated in a Purchase Order as Licensee may also be referred to individually as a "**Licensee**" and collectively as "**Licensees**." Nothing herein shall act to transfer any interest in the Product(s) or Services to any Licensee, and title to and ownership of the Product(s) and Services shall at all times remain with the Vendor.

3.2 Vendor may terminate the license granted to a Licensee under this Agreement if the Licensee fails to comply with any terms and conditions of this Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of receipt of such termination, the Licensee shall return all materials related to the Product(s) and Services and, to the extent applicable, arrange with Vendor to remove the Product(s) and Services from the computers located at the Licensee's sites or under the direct control of the Licensee.

3.3 Vendor warrants that it has full power and authority to grant the rights herein described. Vendor's obligation and liability under this Section 3 shall be to obtain any authorization necessary to make effective the grant of license to Licensees to use the Product(s), in such a manner or method as determined by Vendor, at Vendor's own cost and expense.

4. USE of PRODUCTS, PROTECTION OF APPLICATION and CONFIDENTIAL INFORMATION

4.1 Product(s) and Services shall be utilized only at such Licensee sites as shall be designated by Customer (or utilized in a cloud environment as designated by Licensees) and shall be used solely for the benefit of that Licensee. Licensees shall not permit or provide for transfer or reproduction of the Product(s) or Services, or any portion thereof, to be placed on a computer not at the Licensee's designated sites or under the direct control of the Licensee, by physical or electronic means, unless specifically authorized by Vendor and/or as otherwise provided in this Agreement.

4.2 As between Vendor, on the one hand, and Customer and their respective school district Licensees shall be the sole owner and custodian of Protected Data transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that Protected Data does not include Deidentified Data. "Deidentified Data" means aggregated and anonymized data which may be derived from information that is transmitted to Vendor through the Product(s), including student records; provided that the Deidentified Data cannot be unaggregated or have the anonymization reversed. Notwithstanding anything to the contrary contained herein, Vendor agrees not to attempt to re-identify any Deidentified Data and Vendor will not to transfer Deidentified Data to any party unless that party agrees not to attempt reidentification.

4.3 **Confidential Information**. Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" for purposes of this subparagraph means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Vendor shall include the Software (including their respective design, architecture, interfaces, databases, data bases structures, nonliteral elements, capabilities and functionality, source code and object code) as well as research and development efforts, marketing and distribution efforts licensing, cross-licensing, marketing and distribution practices), trade secrets, the terms of this Agreement (except those portions of the Agreement that Customer may be required to disclose by law or legal process), financial information, and (b) the Confidential Information of Customer shall include Protected Data regarding its and other Licensees' end users provided in connection with the Product(s). Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of this Agreement as long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.4 **Vendor Obligations Under NYS Education Law 2-d**. For Student Data, or Teacher and Principal Data, as such terms are defined in New York Education Law Section 2-d, Vendor shall comply with all terms, conditions and obligations as set forth in the New York Education Law 2-d Rider to Contractor Products Terms of Service and End User License Agreement ("**Data Sharing Agreement**") incorporated into this Agreement by reference as **Exhibit B**. In the event that Vendor receives, stores or maintains Student Data, or Teacher and Principal Data provided to it by a Licensee, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data to

the extent such breach is attributable to Vendor. All subcontractors have agreed to be subject to terms that are at least as restrictive as the Data Sharing Agreement contained in **Exhibit B**.

5. FEES AND PAYMENT

5.1 **Ordering.** Customer may purchase license(s) to Vendor's Product(s) either directly from Vendor or indirectly through one of Vendor's Authorized Resellers. **"Authorized Reseller"** means an entity authorized by Vendor to sell license subscriptions to one or more Product(s) or Services under the terms of this Agreement and with which Licensee has contracted directly to purchase the Products. If Customer purchases a license to a Product(s) or Services through an Authorized Reseller, Customer will enter into an order form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between Customer and the Authorized Reseller. Customer acknowledges that no Authorized Reseller is authorized to provide warranties with respect to any Product(s) or Services in excess of those provided by Vendor in this Agreement. The terms regarding any value-added services provided to Customer by an Authorized Reseller are solely between Customer and the Authorized Reseller and Vendor have no responsibility for any such services.

5.2 **License Fees.** In consideration of the licenses to Product(s) granted to all Licensees as described herein, and the Services to be performed by Vendor, Customer agrees that Customer shall pay the applicable fees set forth in the applicable order form on behalf of each Licensee within its jurisdiction during any fiscal year within the Initial Term of this Agreement or any Renewal Term.

5.3 **Invoices.** When Vendor directly invoices Customer without an Authorized Reseller, Vendor shall send invoices addressed to Customer. In such instances, payment shall be made by each Customer within thirty (30) days of Vendor's invoice date.

5.4 **Withdrawal.** Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this Agreement or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Customer shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to its effective date (typically July 1st).

6. LIMITATION OF LIABILITY

6.1 CUSTOMER (ON BEHALF OF ITSELF AND ITS SCHOOL DISTRICTS) AND VENDOR PARTIES SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

6.2 EXCEPT FOR EACH PARTY'S VIOLATIONS OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4.3 AND VENDOR'S OBLIGATIONS UNDER NYS EDUCATION LAW 2-D SET OUT IN SECTION 4.4 AND EXHIBIT B, FOR ANY CLAIM ARISING BETWEEN ANY OF THE VENDOR PARTIES AND CUSTOMER, (A) THE TOTAL LIABILITY OF, ON THE ONE HAND, THE VENDOR PARTIES, COLLECTIVELY, TO CUSTOMER ON BEHALF OF ITSELF AND ITS SCHOOL DISTRICTS), AND ON THE OTHER HAND, (B) THE TOTAL LIABILITY OF CUSTOMER (ON BEHALF OF

ITSELF AND ITS SCHOOL DISTRICTS), COLLECTIVELY, TO THE VENDOR PARTIES COLLECTIVELY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO VENDOR BY CUSTOMER UNDER PURCHASE ORDERS EXECUTED HEREUNDER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. WITH RESPECT VIOLATIONS OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4.3 AND VENDOR'S OBLIGATIONS UNDER NYS EDUCATION LAW 2-D SET OUT IN SECTION 4.4 AND EXHIBIT B, FOR ANY AND ALL CLAIMS ARISING BETWEEN ANY OF THE VENDOR PARTIES AND CUSTOMER AS, (A) THE TOTAL LIABILITY OF, ON THE ONE HAND, THE VENDOR PARTIES, COLLECTIVELY, TO CUSTOMER COLLECTIVELY (ON BEHALF OF ITSELF AND ITS SCHOOL DISTRICTS), AND ON THE OTHER HAND, (B) THE TOTAL LIABILITY OF CUSTOMER COLLECTIVELY (ON BEHALF OF ITSELF AND ITS SCHOOL DISTRICTS), TO VENDOR PARTIES COLLECTIVELY ON THE OTHER HAND, SHALL NOT EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID TO VENDOR BY CUSTOMER UNDER PURCHASE ORDERS EXECUTED HEREUNDER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE, IN THE AGGREGATE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE ANY LIMITATION IN SECTION 6.2.

7. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to that State's choice-of-law provisions. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve such dispute by negotiation. In the event the Parties are unable to resolve such dispute by negotiation, the matter shall be venued in any court of competent jurisdiction located in the County of Customer, State of New York and the Parties hereby agree to submit to personal jurisdiction in any such court. The Parties and Vendor further waive any constitutional and statutory rights to have a trial in front of a jury. The parties are instead electing that all claims not otherwise resolved informally as permitted above shall be resolved in a bench trial before a judge without a jury.

8. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action, orders or regulations; fire; civil disturbance or unrest; work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a "Force Majeure" event). Vendor's performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

9. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the Party granting the waiver or consent. If either Party grants a waiver or consent to a breach of a term or provision of this Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

10. SEVERABILITY

If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

11. AMENDMENT

This Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed by the parties hereto.

12. HEADINGS

The headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

13. NOTICES

Except as otherwise provided in this Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the Party at the address written above, or such other address as noticed to the other Party.

14. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or school district Licensee for the purpose of this Agreement, and no liability on account thereof shall be incurred by Customer or school district Licensee beyond the amount of such monies. The Agreement is not a general obligation of Customer or Licensee is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.

15. NON-ASSIGNMENT

This Agreement shall be binding on the Parties and on their successors and assigns. Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest therein, or its power to execute this Agreement or any amendment thereto, or its power to perform the obligations required by this Agreement to any other person or corporation without the previous consent, in writing, of Customer; and any attempts to assign the Agreement without Customer's prior written consent are null and void. Notwithstanding the foregoing, Vendor may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of Vendor's assets provided that the successor entity is bound to the terms of this MLSA.

16. ENTIRE UNDERSTANDING

This Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

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: _____

Printed Name: _____

Title: _____

Date: _____

Wayne-Finger Lakes BOCES/EduTech

By: _____

Printed Name: _Kelli Eckdahl_____

Title: _Director_____

Date: _11/19/74_____

Address for Notice:

_____

_____

_____

[Signature Page to MLSA]

FIRST AMENDMENT TO MASTER LICENSE AND SERVICE AGREEMENT

This First Amendment ("**First Amendment**") to the Master License and Service Agreement (the "**Agreement**") by and between Liminex, Inc. dba GoGuardian on behalf of itself and its Affiliates ("**Vendor**" or "**GoGuardian**") and Wayne-Finger Lakes BOCES/EduTech ("**Customer**") is made and entered into as of the February 1, 2023, and shall continue until the last date of the Agreement.

RECITALS

1. Pursuant to that Agreement, GoGuardian and Customer desire to amend the Agreement.

2. Capitalized terms used in this First Amendment shall have the same meaning ascribed to such terms in the Agreement, unless otherwise defined in this First Amendment.

3. NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree to modify, supplement, and amend the Agreement as follows:

A. The Parties hereby agree that the last two sentences of the **first paragraph** of the Agreement are hereby deleted in their entirety and replaced with the following:

"This Agreement incorporates by this reference (1) GoGuardian's Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (as may be amended from time to time in accordance with the terms contained therein) ("GoGuardian's Terms of Service") and (2) TutorMe's Online Tutoring Agreement (attached as Appendix A) and incorporated (a) Terms of Service (currently available at https://tutorme.com/terms/ (or its replacement link) as may be amended from time to time in accordance with the terms contained therein) and (b) Privacy Policy (currently available at https://tutorme.com/privacy/ (or its replacement link) as may be amended from time to time in accordance with the terms contained therein) (together with GoGuardian's Terms of Service, the "Vendor Terms"). In the event of a conflict between any provision in this MLSA and any provision in the Vendor Terms incorporated herein or any other agreement, 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."

B. The Parties hereby agree that **Section 1.1 (Term of Agreement)** shall be amended by adding the following sentence to the end of Section 1.1:

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.

GoGuardian Parent App	GoGuardian Parent is an application available on devices running iOS and Android designed to enable IT Administrators to share managed user history collected via GoGuardian Admin and GoGuardian Teacher with verified parents and guardians. Parent email address and association with a student are collected for authentication purposes; the email address entered should match the email address on file with the school's or district's administration. The Parent App enables parents to pause internet, block specific websites, and schedule internet availability on managed devices during out-of-school hours. Parents may not override restrictions set by district administrators, but may add restrictions.
Pear Deck Slides	Pear Deck Slides is our flagship product that converts slide-type content from a number of sources (Google Slides, Powerpoint, internal templates, into an interactive presentation.
Pear Deck Vocabulary	Pear Deck Vocabulary was designed to transform the way students engage with vocabulary. The teacher creates a file with the vocabulary words and definitions the students need to learn. Students then play the Flashcard Factory game, pairing up and working together to create flashcards with illustrations and example sentences. The app is free to use and works with Google Apps for Education.
Pear Assessment	Pear Assessment is an online assessment system that provides instant feedback for teachers, administrators, and students that serves as both a formative assessment tool and a common benchmark system. Pear Assessment mimics the look and feel of state tests, which helps with preparedness and performance, and questions tie to learning standards, which helps with tracking standards mastery. Aside from state test prep, teachers may use Pear Assessment for formatives, homework, bell ringers, tests, pre-tests, practice work, lessons, and more. Educators can assign content from the Pear Assessment content libraries, can make assessments from scratch, or can mix and match. With over 50 question types (multiple choice, drag and drop, graphing, label an image, etc) teachers can deliver robust and engaging assessments that automatically grade, saving teachers time and giving immediate feedback, reports, and insights.
Pear Deck Tutor	Pear Deck Tutor is an online platform designed to provide individualized academic support to students through on-demand tutoring. Teachers may use Pear Deck Tutor to supplement their instruction by helping to connect students who may need differentiated support with on-demand live, screened academic tutors. Teachers may also use Pear Deck Tutor's Writing Lab as a resource to streamline the review and editing process for written student assignments. Through the Writing Lab, students receive asynchronous academic writing support on demand 24/7 from thousands of verified academic writing experts.
Pear Practice	Pear Practice is a gamified digital learning experience designed to boost collaboration and independent practice, helping you create an adaptable, equitable, and rewarding practice experience for all students. Teamwork is at the heart of your K-12 classroom, so Pear Practice gives all students a chance to succeed — not just the fastest fingers.

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 <mark>1 year after signature dates</mark>, 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**.

a. Contractor acknowledges and agrees that under New York Education Law Section 2-d:

    i. Personally Identifiable Information cannot be sold, or used or disclosed for any Commercial or Marketing Purpose;

    ii. School is responsible for working with the State of New York to ensure that a complete list of all student data elements collected by the State is available for public review through either a website or in writing;

    iii. Parents have the right to inspect and review the complete contents of their child's education record in compliance with New York Education Law Section 2-d; and

    iv. School is responsible for addressing any parent complaints about providing a phone number, email address and mailing address for such complaints.

b. Contractor's Product Privacy Policy sets forth, among other things (i) how Contractor protects Personal Student Information (as defined in the Terms) and other Personally Identifiable Information; (ii) the list of Personal Student Information that Contractor collects in connection with its services; and (iii) the process for a parent to request their child's education records from Contractor;

3. Data Handling Restrictions and Requirements.

a. Contractor acknowledges that, in compliance with New York Education Law Section 2-d, it shall:

    i. adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;

    ii. comply with School's data security and privacy policy;

    iii. limit internal access to Personally Identifiable Information to only those employees or subcontractors that need access to provide the Contractor services;

    iv. not use the Personally Identifiable Information for any purpose not explicitly authorized in the Terms;

    v. not disclose any Personally Identifiable Information to any other party without the prior written consent of the parent or eligible student: (i) except for authorized representatives of Contractor, such as a subcontractor or assignee to the extent they are carrying out obligations in connection with Contractor services and in compliance with the Terms, this Rider, and applicable state and federal law; or (ii) unless required by statute or court order and Contractor provides a notice of disclosure to School no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order;

    vi. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Personally Identifiable Information in its custody;

    vii. use Encryption to protect Personally Identifiable Information in its custody while in motion or at rest;

    viii. not sell Personally Identifiable Information nor use or disclose it for any Commercial or Marketing purpose or facilitate its use or disclosure by any other party for any Commercial or Marketing purpose or permit another party to do so;

ix. where it engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on Contractor by state and federal law and contract shall apply to the subcontractor; and

x. cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.

4. **Bill of Rights for Data Privacy and Security.**

a. Contractor acknowledges that, pursuant to New York Education Law Section 2-d, (i) School must publish on your website a parents bill of rights for data privacy and security that includes the supplemental information described in Section 4(b) ("**Supplemental Information**") concerning Contractor ("**Bill of Rights**"), and (ii) Contractor's contract with School must include a copy of such Bill of Rights.

b. Supplemental Information for a third party contractor includes:

   i. the exclusive purposes for which the Student Data or Teacher or Principal data will be used by the third-party contractor, as defined in the contract;

   ii. how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the Student Data or Teacher or Principal Data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; New York Education Law Section 2-d);

   iii. the duration of the contract, including the contract's expiration date and a description of what will happen to the Student Data or Teacher or Principal Data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed);

   iv. if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the Student Data or Teacher or Principal Data that is collected;

   v. where the Student Data or Teacher or Principal Data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated; and

   vi. address how the data will be protected using Encryption while in motion and at rest.

b. In compliance with New York Education Law Section 2-d, Contractor's Supplemental Information is set forth in Schedule 1 to this Rider.

c. The Bill of Rights and Supplemental Information may be redacted to the extent necessary to safeguard the privacy and/or security of the educational agency's data and/or technology infrastructure.

d. d. A copy of the Bill of Rights is attached hereto as Schedule 2 to this Rider.

5. **Data Security and Privacy Plan.**

a. Contractor currently has and shall maintain and adhere to a data security and privacy plan that, at a minimum:

    i. outlines how Contractor implements applicable state, federal, and local data security and privacy requirements during the Term, consistent with School's data security and privacy policy;

    ii. specifies the administrative, operational and technical safeguards and practices it has in place to protect Personally Identifiable Information it receives under the Terms;

    iii. demonstrates that it complies with the requirements in New York Education Law Section 2-d to provide its Supplemental Information for the Bill Rights;

    iv. specifies how its officers or employees and its assignees who have access to Student Data, or Teacher or Principal Data under the Terms receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

    v. specifies whether it will utilize subcontractors to perform the Contractor Services, and, if so, how it will manage those relationships and contracts to ensure Personally Identifiable Information is protected;

    vi. specifies how it will manage data security and privacy incidents that implicate Personally Identifiable Information, including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify School; and

    vii. describes whether, how and when data will be returned to School, transitioned to a successor contractor, at School's option and direction, deleted or destroyed by it when the Terms and this Rider are terminated or expire (such data security and privacy plan, the "**Contractor Data Security Plan**").

b. School acknowledges and agrees that it accepts the Contractor Data Security Plan.

6. Reports and Notifications of Breach and Unauthorized Release.

Contractor acknowledges and agrees that, pursuant to New York Education Law Section 2-d, it must (a) promptly notify School of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach and otherwise in accordance with New York Education Law Section 2-d; (b) must cooperate with School and law enforcement to protect the integrity of investigations into the such breach or unauthorized release of Personally Identifiable Information; and (c) pay for or promptly reimburse School for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Personally Identifiable Information attributed to Contractor.

For avoidance of doubt, this Rider is solely between the Parties and shall have no effect upon the Terms for any other individual or entity subject to such Terms. All other provisions in the Terms remain in full force and effect. If any provision of this Rider is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. To the extent that the terms of this Rider conflict with the Bill of Rights, the terms of this Rider shall control. Any violation or breach of this Rider shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the Terms.

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

Signed and Agreed:

For and on behalf of Wayne-Finger Lakes BOCES/EduTech ("School")

Signature: _Kell an_

Name: _Kelli Eckdam_

Dated: _11/19/24_

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

Signature: _____

Name: _____

Dated: _____