

## GoGuardian Montana Student Privacy Addendum

This Montana Student Privacy Addendum ("**Montana Addendum**") to GoGuardian Products Terms of Service and End User License Agreement ("**EULA**") (currently available at [www.goguardian.com/eula.html](http://www.goguardian.com/eula.html)) and incorporated Product Privacy Policy ("**Product Privacy Policy**") (currently available at [www.goguardian.com/productPrivacy.html](http://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 ("**GoGuardian**") and Absarokee School District ("**your Organization**") (together, School and GoGuardian as the "**Parties**"). This Montana Addendum shall be effective as of the last date of signature below and shall continue coextensive to the 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:

**1.0 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.

**2.0 Student Data Privacy Obligations.** GoGuardian and agree as follows:

**(1) 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.

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

**(3) Restrictions on Pupil Records Use.** GoGuardian 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 GoGuardian.

**(4) Pupil Records Access and Review.** GoGuardian 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.

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

**(6) Breach of Pupil Records.** In the event of a breach of Pupil Records, GoGuardian 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.

**(7) Pupil Records Certification.** Upon completion of this Agreement and upon a written request by School to delete Pupil Records, GoGuardian will provide written certification to School that Pupil Records are no longer held, possessed or otherwise available to GoGuardian or its employees, agents, or subcontractors. Notwithstanding the foregoing, to the extent that GoGuardian offers pupils the ability to establish or generate accounts with GoGuardian 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 GoGuardian to store their applicable Pupil-Generated Content.

**(8) FERPA Compliance.** School designates GoGuardian as and GoGuardian agrees to act as a "school official" with "legitimate educational interests" in School's educational records under FERPA to the extent that GoGuardian 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. GoGuardian 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.

**(9) Prohibition on Targeted Advertisement of Pupil Records.** GoGuardian 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.

**(10) 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 GoGuardian 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. 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 GoGuardian's Terms of Service and End User License Agreement.

**Signed and Agreed:**

**For and on behalf of Absarokee School District**

Signature: Meredith Feddes  
Name: Meredith Feddes  
Title: Superintendent  
Dated: 7/23/2020

Address (for Notice):

327 S. Woodward  
Absarokee, MT 59001

Email Address (for Notice):

feddesm@absarokee.k12.mt.us

**For and on behalf of Liminex, Inc. (dba GoGuardian)**

Signature: DocuSigned by:  
Brian Kobashigawa  
536B03D773CA4B9...  
Name: Brian Kobashigawa  
Title: Corporate Counsel  
Dated: 7/23/2020