

FIRST AMENDMENT TO ILLINOIS STANDARD STUDENT DATA PRIVACY AGREEMENT

This First Amendment (“**Amendment**”) to Version 1.0 to the Standard Student Data Privacy Agreement, IL-NDPA Standard Version 1.0 (“**SDPA**”), by and between, Liminex, Inc. doing business as GoGuardian (“**Provider**” or “**GoGuardian**”) and Local Education Agency provided in the signature block below (“**LEA**”), is effective as of the effective date of the SDPA (“**Effective Date**”). The Parties (defined herein) are subject to a Service Agreement, which is GoGuardian’s Terms of Service and End User License Agreement (available at www.goguardian.com/eula.html) that may be updated from time to time in accordance with the terms therein). To the extent that the terms of this Amendment conflict with the SDPA or the Service Agreement, the terms of this Amendment shall control. Unless otherwise explicitly defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the following order of priority (1) SDPA; (2) the Service Agreement. The terms of such SDPA and the Service Agreement shall remain in full force and effect except as expressly modified by this Amendment. The SDPA shall be amended between the Parties as follows:

ARTICLE IV: DUTIES OF PROVIDER

3. **Provider Employee Obligation.** Section 3 (Provider Employee Obligation) of Article IV (Duties of Provider) is hereby amended by deleting (i) “and agents” from the first sentence and (ii) “or agent” from the second and last sentence.

5. **De-Identified Data.** The last two sentences of Section 5 (De-Identified Data) of Article IV (Duties of Provider) of the SDPA are hereby deleted and replaced with the following:

Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) that party agrees to comply all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time. Prior to publishing any document that names the LEA explicitly, the Provider shall obtain the LEA’s written approval of the manner in which de-identified data is presented.

ARTICLE V: DATA PROVISIONS

3. **Data Security.** Section 3 (Data Security) of Article V (Data Provisions) of the SDPA is hereby amended by adding “industry standard” after “utilize” in the first sentence.

4. **Data Breach.** The portions of Section 4 (Data Breach) of Article V (Data Provisions) of the SDPA excerpted below are hereby deleted in its entirety and replaced with the following:

(2) Provider agrees to adhere to all applicable federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

ARTICLE VII: MISCELLANEOUS

3. **Priority of Agreements.** Section 3 (Priority of Agreements) of Article VII (Miscellaneous) is hereby amended by inserting the following after the second sentence:

“In the event the terms of the DPA are silent as to any term or condition that is expressly provided for in the Service Agreement, the term or condition of the Service Agreement shall apply.”

7. **Successors Bound.** The last sentence of Section 7 (Successors Bound) of Article VII (Miscellaneous) is hereby deleted in its entirety.

EXHIBIT “C” - DEFINITIONS

De-Identified Data and De-Identification. The definition of “De-Identified Data and De-Identification” in Exhibit C (Definitions) is deleted and replaced with the following:

“**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student.”

EXHIBIT “G” - SUPPLEMENTAL SDPC STATE TERMS FOR ILLINOIS

9. **Security Breach Notification.** Section 9 (Security Breach Notification) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby amended by adding “to the extent known by the Provider and as it becomes available” after “...to the LEA shall include”.

10. **Reimbursement of Expenses Associated with Security Breach.**

Section 10 (Reimbursement of Expenses Associated with Security Breach) of Exhibit G (Supplemental SDPC State Terms for Illinois) is hereby deleted in its entirety and replaced with the following:

Provider shall, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider: (a) pay for or reimburse the cost of providing notification to the parents of those students whose Student Data was compromised; (b) provide credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe that it could impact his or her credit or financial security; and (c) provide any other notifications or fulfilling any other legal requirements adopted by the State Board of Education or of any other applicable state or federal laws.

Additionally, to the extent a Security Breach is determined to have been caused by the actions or omissions of Provider, Provider shall, at its own expense, retain an independent auditor to conduct and manage an audit as reasonably necessary to investigate the source and scope of the Security Breach. Provider shall defend, indemnify, and hold harmless LEA for legal fees, fines, and damages arising from third party claims against LEA for a Security Breach to the extent such breach is determined to have been caused by the actions or omissions of Provider up to and not to exceed, in aggregate, twice the amount LEA paid Provider for the Services giving rise to such claim in the calendar year in which such claim arose. LEA must immediately notify Provider of such a claim. Provider may assume, in its sole discretion, control of the defense, appeal, or settlement of any such third party claim by sending LEA a written notice of assumption within ten (10) business days of receiving notice. If Provider assumes control of the defense, LEA shall fully cooperate with Provider in connection therewith and may employ (at its own expense) separate counsel to represent it.

[Remainder of page intentionally left blank; Signature Page to follow]

Signed and Agreed:

For and on behalf of LEA:

LEA Name: Monmouth-Roseville CUSD#238

Signature: *D Johnson*

Signatory Name: Donald Johnson

Title: District Technology Director

Date: 02-01-2021

For and on behalf of Provider:

Provider Name: Liminex, Inc. DBA
GoGuardian

DocuSigned by:

Signature: *Brian Kobashigawa*
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Signatory Name: Brian Kobashigawa

Title: Corporate Counsel

Date: 2/1/2021