

ILLINOIS SOPPA ADDENDUM

TO GOGUARDIAN PRODUCTS TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This Illinois SOPPA Addendum ("**Addendum**") to GoGuardian Products Terms of Service and End User License Agreement (available at <https://www.goguardian.com/eula.html>) and incorporated (currently available at <https://www.goguardian.com/product-privacy.html>) ("**Product Privacy Policy**") (the "**GoGuardian Terms**") by and between Liminex, Inc. doing business as GoGuardian ("**GoGuardian**") and the Northwest Suburban Special Education Organization ("**School**") (together, the "**Parties**"). As of the latest date on the signature line below ("**Effective Date**") and continuing until November 11, 2021, the Parties agree as follows:

1. **Definitions.** Capitalized terms shall have the meanings ascribed to such terms in the GoGuardian Terms, unless otherwise explicitly defined below:
 1. "**Breach**" means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Covered Information maintained by an operator or school. "Breach" does not include the good faith acquisition of personal information by an employee or agent of GoGuardian or School for a legitimate purpose of GoGuardian or School if the Covered Information is not used for a purpose prohibited by Illinois SOPPA or subject to further unauthorized disclosure.
 2. "**Covered Information**" means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 - (1) created by or provided to GoGuardian by a student or the student's parent in the course of the student's or parent's use of GoGuardian Offerings (as defined in the GoGuardian Terms) for K through 12 School Purposes.
 - (2) created by or provided to GoGuardian through GoGuardian Offerings by an employee or agent of School for K through 12 School Purposes.
 - (3) gathered by GoGuardian through GoGuardian Offerings through the operation of its site, service, or application for K through 12 School Purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
 3. "**FERPA**" means the Family Educational Rights and Privacy Act codified in 20 U.S.C. § 1232(g) and its implementing regulations at 34 C.F.R. Part 99.
 4. "**Illinois SOPPA**" means Student Online Personal Protection Act codified in 105 Illinois Code §§ 85/1 *et seq.*

5. **"K through 12 School Purposes"** means purposes that are directed by or that customarily take place at the direction of a school, teacher, or school district; aid in the administration of school activities, including, but not limited to, instruction in the classroom or at home, administrative activities, and collaboration between students, school personnel, or parents; or are otherwise for the use and benefit of the school.
6. **"Targeted Advertising"** means presenting advertisements to a student where the advertisement is selected based on information obtained or inferred from that student's online behavior, usage of applications, or Covered Information on GoGuardian Offerings. The term does not include advertising to a student at an online location based upon that student's current visit to that location or in response to that student's request for information or feedback, without the retention of that student's online activities or requests over time for the purpose of targeting subsequent advertisements.

2. Data Restrictions

1. GoGuardian acknowledges and agrees for its GoGuardian Offerings that:
 - i. GoGuardian shall:
 1. Implement and maintain reasonable security procedures and practices that meet or exceed industry standards appropriate to the nature of the Covered Information and designed to protect that Covered Information from unauthorized access, destruction, use, modification, or disclosure.
 2. Delete, within a reasonable time period, a student's Covered Information if School requests deletion of Covered Information under the control of School, unless a student or his or her parent or legal guardian consents to the maintenance of the Covered Information.
 3. Publicly disclose material information about its collection, use, and disclosure of Covered Information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. School acknowledges and agrees that GoGuardian has published such material information in the GoGuardian Terms.
 - ii. GoGuardian shall *not*:
 1. Engage in Targeted Advertising on GoGuardian Offerings or Target Advertising on any other site, service, or application if the Targeted Advertising is based on any information, including Covered Information and persistent unique identifiers, that GoGuardian has acquired because of the use of GoGuardian Offerings for K through 12 School Purposes.
 2. Use information, including persistent unique identifiers, created or gathered by GoGuardian Offerings to amass a profile about a student, except in furtherance of K through 12 School Purposes. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent, or School.
 3. Sell or rent a student's information, including Covered Information. This prohibition does not apply to the purchase, merger, or other type of acquisition of GoGuardian by another entity if GoGuardian or successor

entity complies with Illinois SOPPA regarding previously acquired student information.

4. Disclose Covered Information except as permitted by Illinois SOPPA.
- iii. For the sake of clarity, nothing in this Section prohibits GoGuardian use of information for maintaining, developing, supporting, improving, or diagnosing the GoGuardian Offerings.

3. Additional Data and Security Terms.

1. GoGuardian acknowledges and agrees that:
 1. Through the Agreement, GoGuardian and School have entered into a written agreement containing the following:

(A) Categories or Types of Covered Information.

Student's School-Managed Account Information: GoGuardian's Offerings collect a student's School-managed account information: student's name, email address, Google Profile ID, Google Image URL, and organizational unit as well as device identifiers necessary to associate a student with a certain device and settings. Additionally, GoGuardian may also need to associate a student with a particular teacher's classroom by using a Google classroom identifier or other identifier.

Activity Information: Depending on a School's currently selected GoGuardian Offerings, features, integrations and settings, GoGuardian may collect additional information, from or about online account or any activity when a user is logged on the school-managed accounts and devices, including chats (within GoGuardian Teacher), video conferencing recordings (including audio and videos of participating Students and chats included in a video conference) (within GoGuardian Teacher), a student's browsing history, IP address, online content, snapshots, and key percentage variance (but not the actual inputs or sequence of inputs) to identify patterns like gaming) collected when the user is logged on to the school-managed device or account.

Grade and Attendance Information: Depending on a School's currently selected GoGuardian Offerings, features, integrations, and settings, GoGuardian may receive grade and attendance information.

Location Information: Using GoGuardian Admin, a School can collect the geographic location of devices for the purpose of locating and recovering its devices. GoGuardian Offerings can collect IP addresses while GoGuardian Offerings are active, no precise geographic login locations of mobile phones can be accessed or stored by GoGuardian.

The Personal Student Information collected may change if a School utilizes new features and GoGuardian Offerings. The GoGuardian Terms will contain the most accurate description of the Categories or Types of Covered Information.

(B) Products and Services.

The Products and Services provided by GoGuardian to School are listed in the applicable Purchase Order(s) between GoGuardian and School.

(C) Use of Covered Information.

Pursuant to FERPA, GoGuardian is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the School would otherwise use employees, under the direct control of the School, with respect to the use and maintenance of Covered Information, and is using the Covered Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under FERPA, without permission from the School or pursuant to court order. GoGuardian uses Covered Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under Illinois SOPPA, without permission from the school or pursuant to court order.

(D) Security Breach.

(1) In case of a Breach, within the most expedient time possible and without unreasonable delay, but no later than thirty (30) calendar days after the determination that a Breach has occurred, GoGuardian shall notify School of any Breach of the students' Covered Information.

(2) GoGuardian shall, to the extent a Breach is determined to have been caused by the actions or omissions of GoGuardian: (a) pay for or reimburse the cost of providing notification to the parents of those students whose Covered Information was compromised; (b) provide credit monitoring to those students whose Covered Information was exposed in a manner during the Breach that a reasonable person would believe that it could impact his or her credit or financial security; and (c) provide any other relevant information to facilitate the School providing notice and facts surrounding the breach to its students and parents or fulfilling any other legal requirements adopted by the State Board or of any other applicable state or federal laws. GoGuardian will use commercially reasonable efforts to cooperate with the School to investigate and provide relevant information necessary to address the breach. GoGuardian shall not, unless required by law, provide any notices to any individual or entity without prior written permission from School. Additionally, to the extent a Breach is determined to have been caused by the actions or omissions of GoGuardian, GoGuardian 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 Breach. GoGuardian shall defend, indemnify, and hold harmless School for legal fees, fines, and damages arising from third party claims against School for a Breach to the extent

such breach is determined to have been caused by the actions or omissions of GoGuardian up to and not to exceed, in aggregate, twice the amount School paid GoGuardian for the GoGuardian Offerings giving rise to such claim in the calendar year in which such claim arose. School must immediately notify GoGuardian of such a claim. GoGuardian may assume, in its sole discretion, control of the defense, appeal, or settlement of any such third party claim by sending School a written notice of assumption within ten (10) business days of receiving notice. If GoGuardian assumes control of the defense, School shall fully cooperate with GoGuardian in connection therewith and may employ (at its own expense) separate counsel to represent it.

(E) Information Transfer and Deletion.

GoGuardian must take commercially reasonable steps to delete or transfer to School all Covered Information as described in GoGuardian's Terms. GoGuardian shall respond to reasonable requests by School for Covered Information for purposes of affording a parent an opportunity to inspect and review the Covered Information; to request corrections of factual inaccuracies; or to obtain a paper or electronic copy of the information. GoGuardian will provide the School a list of any third-party subcontractors or affiliates to whom GoGuardian is currently disclosing covered information or had disclosed covered information. This list must, at a minimum, be updated and provided to the School by the beginning of each state fiscal year and at the beginning of each calendar year.

2. School and GoGuardian agree to redact or remove all pricing information about GoGuardian Products and Section 3(a)(i)(D) of this Addendum before publishing or making the Agreement available for inspection by the general public at its administrative office. At GoGuardian's written request, School agrees to redact any information other than information that is expressly required to be public by Illinois SOPPA.

For avoidance of doubt, this Addendum is solely between the Parties and shall have no effect upon the GoGuardian Terms for any other individual or entity subject to such GoGuardian Terms. All other provisions in the GoGuardian Terms remain in full force and effect. If any provision of this Addendum 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. Any violation or breach of this Addendum shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the GoGuardian Terms.

Signed and Agreed:

**For and on behalf of the Northwest Suburban
Special Education Organization ("School")**

Signature: 

Name: Eric Murray

Date: March 16, 2021

**For and on behalf of Liminex dba GoGuardian
("GoGuardian")**

Signature: 

Name: Chloe Chavez, Associate Corporate Counsel

Date: March 16, 2021

[Signature Page to Illinois SOPPA Addendum]