

**ILLINOIS SOPPA ADDENDUM  
TO THE PEAR DECK TERMS OF SERVICE**

This Illinois SOPPA Addendum ("**Addendum**") to the Pear Deck Terms of Service (available at <https://www.peardeck.com/terms-of-service>) and Pear Deck Privacy Policy (available at <https://www.peardeck.com/privacy-policy>) ("**Privacy Policy**") (the "**Pear Deck Terms**") by and between Pear Deck, Inc. ("**Pear Deck**") and Northwest Suburban Special Education Organization ("**School**") (together, the "**Parties**"). As of the latest date on the signature line below ("**Effective Date**") and until the end of the subscription term for the Pear Deck Services purchased by the School, the Parties agree as follows:

1. **Definitions.** Capitalized terms shall have the meanings ascribed to such terms in the Pear Deck 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 Pear Deck or School for a legitimate purpose of Pear Deck 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 Pear Deck by a student or the student's parent in the course of the student's or parent's use of Pear Deck Services (as defined in the Pear Deck Terms) for K through 12 School Purposes.
    - (2) created by or provided to Pear Deck through Pear Deck Services by an employee or agent of School for K through 12 School Purposes.
    - (3) gathered by Pear Deck through Pear Deck Services 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.
1. "**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.
2. "**Illinois SOPPA**" means Student Online Personal Protection Act codified in 105 Illinois Code §§ 85/1 *et seq.*
3. "**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.

4. **"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 Pear Deck Services. 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. Pear Deck acknowledges and agrees for its Pear Deck Services that:
  1. Pear Deck 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 Pear Deck has published such material information in the Pear Deck Terms.
  2. Pear Deck shall *not*:
    1. Engage in Targeted Advertising on Pear Deck Services 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 Pear Deck has acquired because of the use of Pear Deck Services for K through 12 School Purposes.
    2. Use information, including persistent unique identifiers, created or gathered by Pear Deck Services 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 Pear Deck by another entity if Pear Deck or successor entity complies with Illinois SOPPA regarding previously acquired student information.
    4. Disclose Covered Information except as permitted by Illinois SOPPA.
3. For the sake of clarity, nothing in this Section prohibits Pear Deck use of information for maintaining, developing, supporting, improving, or diagnosing the Pear Deck Services.

### 3. **Additional Data and Security Terms.**

1. Pear Deck acknowledges and agrees that:

1. Through the Agreement, Pear Deck and School have entered into a written agreement containing the following:

#### **(A) Categories or Types of Covered Information.**

Pear Deck does not intentionally collect any personally identifiable information ("PII") from users identified as students. Depending on the use of the Pear Deck Services, the user may be required to provide certain personally identifiable information ("Personal Information") through their Google or Microsoft Account, which may include, but is not limited to, their:

- Email Address (associated with a Google or Microsoft Account)
- Name (if included in the Google or Microsoft Profile)
- Image and likeness if it is included in the Google or Microsoft profile or included in content that is created with the Pear Deck Services (these type of files are referred to as "User Content")
- User Content may include text images and media that are include in a Pear Deck presentation

A user may choose not to provide their Personal Information; however, if they do not provide their Personal Information they may not be able to use all the functions offered by the Pear Deck Services.

The Pear Deck Terms will contain the most accurate description of the Categories or Types of Covered Information.

#### **(B) Products and Services.**

The Services provided by Pear Deck to School are listed in the applicable purchase order(s) between Pear Deck and School.

#### **(C) Use of Covered Information.**

Any information that constitutes an Education Record (ascribed the same meaning as "education records" under the FERPA regulation 34 CFR § 99.3), the parties agree that Pear Deck is acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that Pear Deck may process information, including Education Records, for the purpose of providing the Pear Deck Services and related functions. The Pear Deck Terms explains how Pear Deck cooperates with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students).

Pear Deck 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, Pear Deck shall notify School of any Breach of the students' Covered Information.

(2) Pear Deck shall, to the extent a Breach is determined to have been caused by the actions or omissions of Pear Deck: (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. Pear Deck will use commercially reasonable efforts to cooperate with the School to investigate and provide relevant information necessary to address the breach. Pear Deck 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 Pear Deck, Pear Deck 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. Pear Deck 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 Pear Deck up to and not to exceed, in aggregate, twice the amount School paid Pear Deck for the Pear Deck Offerings giving rise to such claim in the calendar year in which such claim arose. School must immediately notify Pear Deck of such a claim. Pear Deck 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 Pear Deck assumes control of the defense, School shall fully cooperate with Pear Deck in connection therewith and may employ (at its own expense) separate counsel to represent it.

**(E) Information Transfer and Deletion.**

Pear Deck must take commercially reasonable steps to delete or transfer to School all Covered Information as described in Pear Deck's Terms. Pear Deck 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. Pear Deck will provide the School a list of any third-party subcontractors or affiliates to whom Pear Deck 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 Pear Deck agree to redact or remove all pricing information about Pear Deck 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 Pear Deck'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 Pear Deck Terms for any other individual or entity subject to such Pear Deck Terms. All other provisions in the Pear Deck 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 Pear Deck Terms.

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

**Signed and Agreed:**

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

**Signature:** \_\_\_\_\_

**Name:** Eric Murray

**Date:** April 19, 2021

**For and on behalf of Pear Deck, Inc. ("Pear  
Deck")**

**Signature:** Chloe Chavez

**Name:** Chloe Chavez

**Date:** April 19, 2021

**[Signature Page to Illinois SOPPA Addendum]**