

**AMENDMENT No. 1 to
California Student Data Privacy Agreement**

This Amendment No.1 (this "**Amendment**") is made and entered into as of Oct. 12, 2018 (the "**Effective Date**"), by and between Tustin Unified School District (the "**LEA**"), a California School District with offices at 300 C. St., Tustin, CA 92780 and Sphero, Inc., a Delaware corporation with offices at 4772 Walnut Street, Suite 206, Boulder CO, 80301 ("**Provider**") (each, a "**Party**" and collectively, the "**Parties**"). This Amendment amends the terms of the California Student Data Privacy Agreement between the parties, dated as of 10/19/2018 (the "**Agreement**"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

The Parties hereby agree as follows:

1. All references to "personally identifiable information", "student data", "data", or "Student generated content" in the Agreement shall pertain only to data collected from LEA users, and not to any other data collected by Provider through the Services. All references to users or students shall only pertain to LEA users or students.
2. "Service Agreement" shall mean the Provider's Terms of Use available at Sphero.com/terms, as amended from time to time by Provider in its sole discretion in accordance with those Terms.
3. Article II, Section 3 is hereby replaced in its entirety by the following.

Notwithstanding the provisions of Sections 1 and 2 of this Article II, Provider shall, if practicable in Provider's sole discretion and at the request and cost of the LEA, transfer Student generated content to a separate student account.

4. Article III, Section 2 is hereby replaced in its entirety with the following.

LEA shall take reasonable precautions to secure usernames, passwords, and any other Student Data not in Provider's control. Provider shall have no liability under this Agreement for LEA's failure to take reasonable precautions to secure Student Data outside of the Services, including any third parties LEA uses to access the Services, such as Clever or Google.
5. The phrase "Where applicable" is hereby added before the beginning of the first sentence of Article IV, Section 1.
6. Article IV, Section 4 is hereby replaced in its entirety with the following.

Except as disclosed in the Provider's applicable privacy policies and Service Agreement, Provider shall not disclose any data obtained by a student's use of the Services in a manner that could identify an individual student to any other entity in published results of studies. Voluntary disclosure of such data by an LEA student, instructor, or parent in the course of using the Services shall not be deemed a breach of this Section. Deidentified information may be used by the Provider for the purposes of development and improvement of its sites, services, or applications.

7. Article IV, Section 5 is hereby deleted and replaced in its entirety with the following.

Provider shall dispose of all personally identifiable data obtained under the Service Agreement from an LEA user when the user deletes his or her account on the Services, or when the user requests deletion of his or her personally

identifiable data. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data from LEA users obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition; provided that Provider may maintain some personally identifiable data in log form and for purposes of determining whether a user has previously registered for the Services. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the personally identifiable data has been disposed. The duty to dispose of personally identifiable data shall not extend to data that has been deidentified or placed in a separate Student account, pursuant to the other terms of the DPA.

8. The phrase "Unless an LEA user has opted into such communications," is hereby added before the first word of the first sentence of Article IV, Section 6.

9. Article V, Subsection 1(b) is hereby replaced in its entirety by the following:

Provider shall delete accounts of LEA users obtained during the Service Agreement, except for personally identifiable data held in log or backup form, when such LEA user deletes or requests deletion of its account from the Services.

10. The last sentence of Article VII, Section 1 and the entirety of Article VII, Section 3 are hereby deleted.

11. **Agreement Enforcement.** The terms and conditions of the Agreement govern this Amendment, and this Amendment shall be considered part of and integrated with the Agreement. Except as specifically provided herein, the Agreement shall remain unchanged and in full force and effect; provided that, in the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail for the limited purposes and contexts set forth in this Amendment.

12. **Termination.** This Amendment shall automatically expire at the end of the Agreement.

ACCEPTED AND AGREED TO:

Tustin Unified School District
(LEA)

By: [Signature]
Name: David D. Smith
Title: Chief Technology Officer
Date: Oct. 12, 2018

SPHERO INC
DocuSigned by:

By: [Signature]
5B4734D1E13E41C...
Name: David Millage
Title: VP, Education
Date: 10/19/2018