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488



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301**

April 15, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Liminex, Inc. (VC# 483481) El Segundo, CA, in an amount not to exceed \$2,447,500, to develop, administer, and maintain a secure statewide assessment data portal, effective upon Governor and Council approval through June 30, 2028. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025 and are anticipated to be available in Fiscal Years 2026, 2027, and 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-567010-30590000 ASSESSMENT & ACCOUNTABILITY

| Fiscal Year | Class/Account | Class Title | Total Amount |
|-------------|---------------|-------------------------|--------------|
| 2024 | 102-500731 | Contracts for Prog Svcs | \$524,500 |
| 2025 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2026 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2027 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2028 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| Total | | | \$2,447,500 |

EXPLANATION

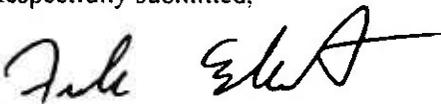
The New Hampshire Department of Education (NHED) is requesting a contract after completing a public Request for Proposal (RFP) for a new statewide assessment data portal. The NHED previously operated a limited statewide assessment data portal that was confined to a single set of assessment data, but the product itself was discontinued, necessitating the NHED's release of the new RFP.

Liminex, Inc. was selected after a rigorous RFP process that involved a review of technical proposals, price proposals, and vendor demonstrations. Scoring for the review occurred on November 20, 2023. The final score for each vendor was awarded upon the consensus of the review team. NHED selected Liminex, Inc. because they received the most points, effectively balancing a high Technical Proposal score and lower total contract cost. Of the next two highest scoring vendors, Pearson received a similarly high Technical Proposal score but fewer points due to the higher contract cost and FocalPoint K12 had a lower Technical Proposal score but received more points for a lower contract cost. The final price increased during the contract negotiation process for the reason that additional in person and virtual training was added, along with the option for custom reporting when identified.

The statewide assessment data portal will provide secure access to state and local assessment data for teachers, principals, superintendents, and school administrators. State assessment data will include information from each of the assessment systems that are part of the state assessment program (New Hampshire Statewide Assessment System, Scholastic Aptitude Test, Assessing Compression & Communication in English State-to-State for English Language Learners, and Dynamic Learning Maps) and the portal will include the ability for schools and districts to upload their own local assessment data to view alongside state data.

Providing direct access to longitudinal assessment data, both formative and summative, provides teachers and school leaders with the data that they need to make informed decisions, adjust curriculum and instruction, and develop policy, as well as measure the performance of students and the school community using various achievement and growth metrics.

Respectfully submitted,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

April 8, 2024

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Liminex, Inc., as described below and referenced as DoIT No. 2024-119.

The purpose of this request is to develop, administer, and maintain a secure statewide assessment data porta.

The Total Price Limitation will be \$2,447,500, effective upon Governor and Council approval through June 30, 2028.

A copy of this letter must accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-119

cc: Kathy Wood, IT Lead

Attachment A
Bid Summary Scoring Sheet
Liminex, Inc.

Revised 4/15/24

Bid Amount

| Name of Bidder | Proposed 5 Year Cost |
|-----------------------|-----------------------------|
| E-Metric | \$1,593,300 |
| FocalPoint K12 | \$1,643,610 |
| Liminex, Inc. | \$2,003,750 |
| SAS | \$2,481,300 |
| Alma | \$3,254,000 |
| PowerSchool | \$3,819,643 |
| Pearson | \$3,883,604 |
| AnLar | \$5,811,487 |
| StackNexus | Price Proposal Not Scored* |
| Precision Analytics | Price Proposal Not Scored* |
| Vantage Point | Price Proposal Not Scored* |
| Educational Vistas | Price Proposal Not Scored* |
| Partners4Results | Price Proposal Not Scored* |
| Intellectyx | Price Proposal Not Scored* |

*Proposals that did not receive a minimum score of 65 points on the preliminary technical scoring (see Overall Scores below) received no further consideration regarding the Price Proposal as stated in the RFP.

Reviewers

Kristen Crawford, State Assessment Administrator
 Kyu Ryung Hwang, State & Federal Accountability Administrator
 Nathan Valence, Technical Support Specialist VI
 Leticia Jaquez, Systems Development Specialist VI

Overall Scores

| Name of Bidder | Overall Score |
|-----------------------|----------------------|
| Liminex, Inc. | 109.9 |
| Pearson | 95.3 |
| FocalPoint K12 | 95.2 |
| E-Metric | 91 |
| Alma | 82.2 |
| PowerSchool | 78.4 |
| AnLar | 74.8 |
| SAS | 72.1 |
| Vantage Point | 56 |
| Precision Analytics | 54 |
| StackNexus | 53 |
| Educational Vistas | 48 |
| Partners4Results | 34 |
| Intellectyx | 17 |

Attachment A
Bid Summary Scoring Sheet
Liminex, Inc.
Continued

Criteria for Evaluation and Scoring

| CATEGORIES | POINTS |
|---|--------|
| TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category; | |
| Scalability Assessment of the vendor's proposed architecture and infrastructure to ensure it can handle large volumes of data and accommodate future growth in terms of users and data storage. | 10 |
| Data Management and Integration Evaluation of the vendor's approach to data management, including data ingestion, storage, and integration capabilities. Ensure that the platform can handle diverse data formats and sources, such as local assessment data from different districts and schools or third party vendors. | 10 |
| Security and Privacy Consideration of the vendor's security measures, including data encryption, access controls, and compliance with relevant state and federal regulations. Assessment of privacy policies to ensure student data is appropriately protected. | 10 |
| User Interface and Experience Evaluation of the platform's user interface (UI) and user experience (UX) design. The platform should be intuitive, visually appealing, and provide a seamless experience for different user roles, such as state officials, administrators, and teachers. | 20 |
| Reporting and Visualization Assessment of the vendor's capabilities in generating comprehensive reports and visualizations. The platform should offer customizable reporting options, allowing users to view assessment scores based on various dimensions, such as state, district, school, and classroom, as well as by scale score, reporting category, and standard clusters. | 20 |
| API and Integration Capabilities Assessment of whether the platform offers application programming interfaces (APIs) to facilitate integration with other educational systems or third-party applications such as local or state student information systems (SISs). | 10 |
| Accessibility Ensure the platform complies with current accessibility standards, making it usable by individuals with disabilities. | 10 |
| Maintenance and Support Evaluation of the vendor's proposed maintenance and support services, including factors such as system updates, bug fixes, technical support, and response times for issue resolution. | 10 |
| PRICE PROPOSAL MAXIMUM POINTS | 25 |
| TOTAL MAXIMUM POINTS | 125 |

Attachment A
Bid Summary Scoring Sheet
Liminex, Inc.
Continued

| | Scalability | Data Management & Integration | Security & Privacy | UI & UX | Reporting & Visualization | API & Integration | Accessibility | Maintenance & Support | Price | Total |
|---------------------|-------------|-------------------------------|--------------------|---------|---------------------------|-------------------|---------------|-----------------------|-------|-------|
| Liminex, Inc. | 9 | 8 | 9 | 19 | 19 | 9 | 8 | 9 | 19.9 | 109.9 |
| Pearson | 9 | 7 | 9 | 18 | 18 | 8 | 9 | 7 | 10.3 | 95.3 |
| FocalPoint K12 | 9 | 7 | 9 | 11 | 11 | 8 | 8 | 8 | 24.2 | 95.2 |
| E-Metric | 7 | 7 | 9 | 12 | 13 | 5 | 6 | 7 | 25 | 91 |
| Alma | 8 | 9 | 7 | 10 | 14 | 8 | 7 | 7 | 12.2 | 82.2 |
| Power School | 7 | 8 | 7 | 15 | 15 | 6 | 4 | 6 | 10.4 | 78.4 |
| AnLar | 7 | 7 | 8 | 10 | 14 | 7 | 8 | 7 | 6.8 | 74.8 |
| SAS | 7 | 4 | 7 | 10 | 15 | 1 | 7 | 5 | 16.1 | 72.1 |
| Vantage Point | 7 | 5 | 6 | 11 | 10 | 5 | 7 | 5 | - | 56 |
| Precision Analytics | 6 | 5 | 7 | 8 | 12 | 5 | 6 | 5 | - | 54 |
| Stack Nexus | 7 | 6 | 6 | 7 | 9 | 5 | 5 | 8 | - | 53 |
| Educational Vistas | 6 | 5 | 6 | 9 | 9 | 4 | 4 | 5 | - | 48 |
| Partners4Results | 4 | 5 | 3 | 4 | 9 | 4 | 2 | 3 | - | 34 |
| Intellectyx | 3 | 3 | 4 | 2 | 1 | 1 | 1 | 2 | - | 17 |

Attachment A
Bid Summary Scoring Sheet
Liminex, Inc.
Continued

Review Process

Scoring for the review occurred on 11/20/23. The final score for each vendor was awarded upon the consensus of the review team. NHED selected Liminex, Inc. because they received the most points, effectively balancing a high Technical Proposal score and lower total contract cost. Of the next two highest scoring vendors, Pearson received a similarly high Technical Proposal score but fewer points due to the higher contract cost and FocalPoint K12 had a lower Technical Proposal score but received more points for a lower contract cost.

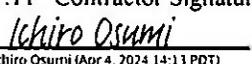
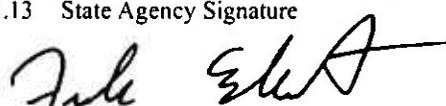
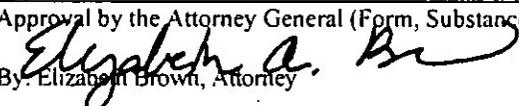
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|--|-------------------------------------|
| 1.1 State Agency Name New Hampshire Department of Education (NHED) | | 1.2 State Agency Address 25 Hall Street Concord, NH 03301 | |
| 1.3 Contractor Name Liminex, Inc. | | 1.4 Contractor Address 2030 E. Maple Ave. Suite 100 El Segundo, CA 90245 | |
| 1.5 Contractor Phone Number (888) 310-0410 | 1.6 Account Unit and Class See Exhibit C | 1.7 Completion Date June 30, 2028 | 1.8 Price Limitation \$2,447,500 |
| 1.9 Contracting Officer for State Agency Nathaniel Greene, Administrator | | 1.10 State Agency Telephone Number 603-573-6556 | |
| 1.11 Contractor Signature  Ichiro Osumi (Apr 4, 2024 14:13 PDT) | | 1.12 Name and Title of Contractor Signatory Ichiro Osumi, Chief Financial Officer | |
| 1.13 State Agency Signature  Date: 04/16/24 | | 1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: Elizabeth A. Brown, Attorney On: 04/16/24 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials: IO
 Date: 04/04/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials: 10
Date: 04/04/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials: 10
Date: 04/04/24

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials: 10
Date: 04/04/24

EXHIBIT A
Special Provisions

Additional Exhibits D-H

Exhibit D: Contractor Obligations

Exhibit E: Federal Debarment and Suspension

Exhibit F: Anti-Lobbying

Exhibit G: Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Exhibit H: Data Protection

Additional Appendices 1-5

Appendix 1: Standard Student Data Privacy

Appendix 2: Product Terms of Service & End User License Agreement

Appendix 3: Privacy Policy for Product Users

Appendix 4: Third Party Service Partners

Appendix 5: Form of School Licensing Agreement

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Section 6.4 is deleted and replaced with the following:

6.4 Provided the State gives Contractor reasonable advance written notice, the State shall have the right, but shall be under no obligation to conduct reasonable audit(s) no more than once per twelve (12) month period of Contractor's directly applicable records concerning its compliance obligations as set forth in this Agreement. Contractor shall make such records and other documents available to State upon request, provided such records and documents remain Contractor's confidential information.

A.2 Provision 9, Termination, Section 9.1 is updated with the following addition, and 9.2 is deleted and replaced with the following:

9.1 This sentence is added to the end of Section 9.1: "Such termination shall be effective at the end of the then-current annual license subscription term."

9.2 In the event of the termination pursuant to subparagraph 9.1, the Contractor shall promptly stop all work hereunder and, to the extent applicable, shall promptly cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work

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Continued

performed or costs incurred which reasonably could have been avoided. For clarity, the Contractor's is providing software-as-a-service subscription licenses to the State that do not include works-for-hire.

9.3 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, and to the extent applicable, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State reasonably directs, or as reasonably necessary to preserve and protect the Property which is in the possession of Contractor;
- d. Take no action to intentionally erase any State data until directed by the State in
- e. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- f. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested in writing by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Upon written request, certificates of destruction shall be provided to the State; and
- g. Upon written request, provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of State Property to the State or its designees ("Transition Services").

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Property Ownership/Disclosure, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and reasonably protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall promptly notify the New Hampshire State's Chief Information Security Officer and the Contracting Officer for the State Agency, and the State may promptly be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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Continued

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State unless otherwise required by a court of competent jurisdiction. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, unless otherwise required by a court of competent jurisdiction, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

10.9 The State acknowledges and agrees that the Contractor's products and services, including subscription-licensed software services and any new features or updates developed by Contractor once the contract begins, are and will remain the Contractor's intellectual property under this Agreement.

10.10 For clarity, the State's "Property", "data", "Personal Data", "non-public information", or "Confidential Information" (as described above and in Exhibits G and H) refer to personally identifiable information unless otherwise indicated. Further, the above terms do not include "Deidentified Information", which means aggregated and anonymized data which may be derived from personally identifiable information or any other confidential information; provided such Deidentified Information cannot reasonably be used to identify any student, user, or individual. Contractor may use Deidentified Information in accordance with applicable law."

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Continued

A.4 Provision 12, Assignment/Delegation/Subcontracts, is deleted and replaced with the following addition:

12.1. Except in connection with a Change in Control (as defined in Paragraph 12.2) in which the successor entity is bound to the same terms herein, Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2. For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3. [Intentionally Omitted]

12.4. The State shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

12.5. In the event that Contractor should change ownership for any reason whatsoever that results in a Change of Control of the Contractor, the State shall have the option of:

12.5.1 continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or

12.5.2 immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

12.6. Services may be subcontracted by the Contractor without prior written notice and consent of the State. Notwithstanding the foregoing, Contractor shall provide the State with a list of subcontractors with access to personally identifiable student Information in Appendix 4. Contractor shall ensure that all subcontractors abide by the confidentiality provisions in Exhibit G of this Agreement.

A.5 Provision 13, Indemnification, first sentence is deleted and replaced with the following:

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all third party actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses actually incurred, including, without limitation, reasonable attorneys' fees, arising out of this Agreement directly, or arising out of third party claims for economic loss, property damage, or intellectual property infringement against the State, its officers, or employees to the extent caused by the acts or omissions of gross negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors related to the services provided by the Contractor under this Agreement.

NEITHER PARTY (INCLUDING LIMINEX PARTIES) SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT, OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL LIMINEX PARTIES' (INCLUDING LIMINEX'S) TOTAL LIABILITY HEREUNDER (FOR ANY CAUSE, INCLUDING IN TORT) EXCEED FIVE (5) TIMES

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Special Provisions
Continued

THE AMOUNT OF STATE'S PAYMENT TO LIMINEX FOR THE LIMINEX OFFERING(S) OR SERVICES GIVING RISE TO SUCH CLAIM FOR THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. "Liminex Offering(s)" or "our Offerings" mean Liminex's suite of products and services including professional services, other than Liminex's websites. "Liminex Parties" means Liminex, its affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents and representatives."

A.6 Provision 20, Conflicting Terms, is deleted and replaced by the following:

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, as well as the Liminex Product Terms of Service and End User License Agreement and Privacy Policy for Product Users (the "Contractor's Terms") incorporated herein and attached hereto as Appendices 2 and 3 respectively, the terms of the P-37 (as modified in EXHIBIT A) shall control.

A.7 The following provisions are added after Provision 26:

27. Contractor has executed a data privacy agreement which is attached hereto as Appendix 1. Schools may participate by executing Exhibit E (General Offer of Privacy Terms) of the attached data privacy agreement (Appendix 1) and submitting it to the Contractor.

28. Each eligible school that desires to access the Contractor's services under this Agreement shall execute the ("School Licensing Agreement"), in the form attached hereto (Appendix 5). Such school that has agreed to a School Licensing Agreement shall be referred to herein as a "Participating School". Individual users shall agree to an End User License Agreement, in the form attached hereto (Appendix 2), that will govern the use of the Data Studio Content for Individual Users. Such individuals shall be referred to herein as an "End User".

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EXHIBIT B
Scope of Services

Access to Data Warehouse Offerings

The contractor will provide to the New Hampshire Department of Education (NHED) a full license for their Data Studio, a comprehensive data management and reporting platform, which will house and display student-specific assessment data for the New Hampshire State Assessment Program, including the New Hampshire Statewide Assessment System, the Scholastic Aptitude Test, the Assessing Comprehension and Communication in English State-to-State for English Language Learners, and the Dynamic Learning Maps assessments. The contractor will provide unique, secure login access for all identified school, district, and state personnel. Data will be displayed through the Data Studio dashboards, and will include scale scores, as well as reporting category scores, and standard clusters when available. Data Studio will also allow schools and districts to upload and house local assessment data, in addition to the state data provided directly by NHED.

The contractor will work directly with the Bureau of Assessment and Accountability and the Bureau of Data Statistics to receive, store, upload, and display the assessment data in Data Studio. The contractor and NHED will develop a regular schedule for meeting to ensure project implementation, with meetings occurring at least monthly, and more frequently (weekly) as the demands of the project require.

At the start of each fiscal year, NHED and the contractor will schedule a project kick-off meeting to discuss the project deliverables, timeline for the year, data files and layout, custom reporting needs, and professional development services. The project kick-off meeting will culminate in an annual project plan, drafted by the contractor, to serve as the framework for all deliverables provided during that fiscal year.

Implementation Device Deployment

The contractor will work together with the Bureau of Assessment and Accountability and the Bureau of Data Statistics to implement the data studio. This process will include gathering needed information, setting up the data studio instance, integrating and testing data sources, deploying it to users, providing training, and monitoring and maintaining its performance.

Product Training Services

The contractor and NHED will work together to identify annual professional development and technical assistance services required to implement use of Data Studio statewide, identified during the annual project kick-off meeting. The contractor will be responsible for providing the professional development services identified in the annual project plan, including all venue costs associated with in-person training, as well as any additional professional development training services identified throughout the year by NHED and the contractor, so long as the cost of providing the professional development does not exceed the line-item cost identified in Exhibit C for Product Training Services. The Product Training Services shall be subject to the following terms and conditions:

Virtual Sessions must be booked at least seventy-two (72) hours in advance and in-person Sessions must be booked at least four (4) weeks in advance. NHED will contact the account representative to schedule a Session and receive a Zoom link indicating that the Session has been booked. Sessions and any rescheduled Sessions are always subject to the availability of the Product Training Team. To cancel or reschedule a previously scheduled virtual Session, NHED must do so at least twenty-four (24) hours in advance. If NHED cancels within the twenty-four (24) hour window, the Session will be deducted from the Professional Development Services and no refund will be provided for that Session. To cancel or reschedule a previously scheduled in-person Session NHED must do so at least 5 days in advance. If NHED cancels within the 5-day window, the Session will be deducted from the Professional Development Services and no refund will

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EXHIBIT B
Scope of Services
Continued

be provided for that training day. Any Professional Development services will be valid for 1 (one) year post purchase date.

Dedicated Analyst Support for Basic Custom Reporting Needs

NHED and the contractor will identify any custom reporting needs not already provided within the Data Studio license, on an annual basis. The contract shall allow for up to 100 hours of dedicated analyst support of custom reporting requests, not to exceed the total annual line item cost of \$25,000.

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**EXHIBIT C
Method of Payment**

Budget through June 30, 2028

| Task | FY24 | FY25 | FY26 | FY27 | FY28 | Total |
|--|------------------|------------------|------------------|------------------|------------------|--------------------|
| Access to Data Warehouse Offerings | \$392,000 | \$392,000 | \$392,000 | \$392,000 | \$392,000 | \$1,960,000 |
| Implementation Device Deployment | \$43,750 | \$0 | \$0 | \$0 | \$0 | \$43,750 |
| Product Training Services | \$63,750 | \$63,750 | \$63,750 | \$63,750 | \$63,750 | \$318,750 |
| Dedicated Analyst Support for Basic Custom Reporting Needs | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$125,000 |
| Total | \$524,500 | \$480,750 | \$480,750 | \$480,750 | \$480,750 | \$2,447,500 |

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$2,447,500.

Funding Source: Funds are available in the following account for Fiscal Years 2024 and 2025 and are anticipated to be available in Fiscal Years 2026, 2027, and 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-567010-30590000 ASSESSMENT & ACCOUNTABILITY

| Fiscal Year | Class/Account | Class Title | Total Amount |
|--------------|---------------|-------------------------|--------------------|
| 2024 | 102-500731 | Contracts for Prog Svcs | \$524,500 |
| 2025 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2026 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2027 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| 2028 | 102-500731 | Contracts for Prog Svcs | \$480,750 |
| Total | | | \$2,447,500 |

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be electronically submitted to:

DEAR@doe.nh.gov

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EXHIBIT D
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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EXHIBIT E
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment; voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

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EXHIBIT F
Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

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EXHIBIT G
Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED; financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be reasonably adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor, unless otherwise directed by NHED.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all NHED materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports, as outlined in this Agreement. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

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EXHIBIT G
Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality
Continued

The NHED acknowledges and agrees that all of the Contractor's products and services, including subscription-licensed software services and any new features or updates developed by the Contractor once the contract begins, are and will remain the Contractor's intellectual property under this Agreement.

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EXHIBIT H
Data Protection

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Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall reasonably safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to reasonably safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State unless otherwise permitted by the State or required by a court of competent jurisdiction.
5. The Contractor shall not use any non-public information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach as applicable.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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EXHIBIT H
Data Protection
Continued

2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact promptly if it reasonably believes there has been a security incident.
3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State and as required by applicable law.
2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

Contractor Initials: 10
Date: 04/04/24

Appendix 1

(Edulastic is now known as Pear Assessment)

STANDARD STUDENT DATA PRIVACY AGREEMENT

NEW HAMPSHIRE

NH-DPA, Modified Version 1.0

SAU 40 - MILFORD PUBLIC SCHOOLS

and

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES, INCLUDING

PEAR DECK, INC. AND SNAPWIZ INC. DBA EDULASTIC

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between: SAU 40 - Milford Public Schools, located at 100 West Street, Milford, NH 03055 (the "Local Education Agency" or "LEA") and Liminex, Inc. dba GoGuardian, and acting on behalf of itself and its affiliates, including Pear Deck, Inc. and Snapwiz Inc. dba Edulastic, located at 2030 E Maple Ave Suite 100, El Segundo, CA 90245 (the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.
 - If Checked, the Provider, has signed Exhibit "E" to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in Exhibit "A" (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

Contractor Initials: LO
Date: 04/04/24

The designated representative for the Provider for this DPA is:

Name: Legal Department Title: _____

Address: 2030 E Maple Ave., Suite 100, El Segundo, CA 90245

Phone: _____

Email: legal@goguardian.com

The designated representative for the LEA for this DPA is:

Janet Steeves, Director of IT
603-673-2202 ext 3170
100 West Street, Milford, NH 03055
janet.steeves@milfordk12.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

SAU 40 - MILFORD PUBLIC SCHOOLS

By: *Jerry Stajduhar*
Jerry Stajduhar (Sep 29, 2022 03:15 EDT)

Date: 09/29/22

Printed Name: Jerry Stajduhar

Title/Position: Director of Information Technology

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES, INCLUDING PEAR DECK, INC. AND SNAPWIZ INC. DBA EDULASTIC

DocuSigned by:
By: *Mike Jonas*
6CD8C493E787445...

Date: 9/28/2022

Printed Name: Mike Jonas

Title/Position: CFO

Contractor Initials: 10
Date: 04/04/24

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

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4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with 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.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

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permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. 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) prior written notice has been given to the LEA who has provided prior written consent for such transfer. The foregoing subpoint (b) in the preceding sentence does not prohibit Provider from transferring De-Identified Data to assist the Provider with its own research if the recipient agrees in writing not to attempt reidentification. Prior to publishing any document that names the LEA explicitly or states anything that would allow a third party to reasonably identify the LEA, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented. Such approval cannot be unreasonably or untimely withheld by LEA.
6. **Disposition of Data**. Upon written request from LEA during the term of the Agreement, Provider shall dispose or delete all Student Data obtained under the DPA when it is no longer needed for the purpose for which it was obtained. LEA shall have thirty (30) days after termination or expiration (whichever is earlier) of its Service Agreement with Provider to notify Provider in writing that LEA wishes Provider to make available or otherwise transfer data in either a CSV or other mutually-agreeable format. After such thirty (30) day time period has expired, Provider shall use commercially reasonable efforts to dispose or delete all Student Data obtained under the Service Agreement. Nothing in the DPA authorizes Provider to maintain personally identifiable data obtained under any other writing beyond the time period reasonably needed to complete the disposition. Disposition shall include commercially reasonable efforts to complete: (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 Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" FORM, A Copy of which is attached hereto as Exhibit "D"). Upon receipt of a written request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

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ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

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- (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.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as Exhibit "E"), be bound by the terms of Exhibit "E" to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

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4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA's policies or state or federal law.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

GoGuardian:

- GoGuardian Admin: Content-filtering and alerting
- GoGuardian Beacon: Suicide and self-harm alert and notification tool
- GoGuardian DNS: Network-level filtering
- GoGuardian Fleet: Device management -
- GoGuardian Teacher: Classroom management

Pear Deck:

Pear Deck, Inc. provides two software products governed by the same TOS and Privacy Policy. Pear Deck augments slideshow presentations to allow teachers to engage all their students. Pear Deck Vocabulary is an in-class game in which students work together to build flashcards.

Pear Deck does not include attendance, grades, or assignments and collects minimal student information. Students must log in via Google or Office 365 and therefore do not maintain a separate Pear Deck account. Optionally, teachers can toggle an anonymous login in which case Pear Deck does not collect any personally identifiable student information.

In normal use, students log into Pear Deck and participate in an in-class presentation by answering questions prompted by their classroom teacher. Their responses are stored by Pear Deck. We do not build marketing profiles around students.

EduLastic:

Online assessment platform
EduLastic Certified item bank

For teachers with Premium Subscriptions:
Premium features (read aloud, test security features) In-depth reporting

For schools with Enterprise Version:
Schoolwide data and in-depth reporting for admins

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EXHIBIT "B"
SCHEDULE OF DATA

GoGuardian

| Category of Data | Elements | Check if Used by Your System |
|----------------------------------|--|--|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | X |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | X |
| Assessment | Standardized test scores | |
| | Observation data | |
| | Other assessment data-Please specify: <i>Practice test proficient and course completion</i> | |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | X |
| Communications | Online communications captured (emails, blog entries) | X <small>(including, student-teacher chats in chat feature of GoGuardian Teacher)</small> |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| Enrollment | Student school enrollment | X |
| | Student grade level | X |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |

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| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|---|------------------------------|
| | Year of graduation | |
| | Other enrollment information-Please specify: | |
| Parent/Guardian Contact Information | Address | |
| | Email | X |
| | Phone | X |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | X |
| Parent/Guardian Name | First and/or Last | X |
| Schedule | Student scheduled courses | X |
| | Teacher names | X |
| Special Indicator | English language learner information | |
| | Low income status | |
| | Medical alerts/ health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: <i>ADA accommodation usage</i> | |
| Student Contact Information | Address | |
| | Email | X |
| | Phone | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | X |
| | Student app username | |
| | Student app passwords | |
| Student Name | First and/or Last | X |

Contractor Initials: 10Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|----------------------------|--|------------------------------|
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | |
| Student work | Student generated content; writing, pictures, etc. | |
| | Other student work data -Please specify: | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data – Please specify: | |

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| Category of Data | Elements | Check if Used by Your System |
|------------------|---|--|
| Other | Please list each additional data element used, stored, or collected by your application: | GoGuardian's then current Product Privacy Policy (https:// www.goguardian.com/policies/ product-privacy) describes the Student Data and other information collected. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

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Pear Deck

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | X |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | X |
| Assessment | Standardized test scores | |
| | Observation data | |
| | Other assessment data-Please specify: <i>Ungraded formative assessments</i> | X |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online communications captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| Enrollment | Student school enrollment | |
| | Student grade level | |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information-Please specify: | |
| Parent/Guardian Contact Information | Address | |
| | Email | |
| | Phone | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |

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| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|--|------------------------------|
| Parent/Guardian Name | First and/or Last | |
| Schedule | Student scheduled courses | |
| | Teacher names | X |
| Special Indicator | English language learner information | |
| | Low income status | |
| | Medical alerts/ health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: <i>ADA accommodation usage</i> | |
| Student Contact Information | Address | |
| | Email | X |
| | Phone | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | X |
| | Student app username | |
| | Student app passwords | X |
| Student Name | First and/or Last | X |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | X |
| Student work | Student generated content; writing, pictures, etc. | X |
| | Other student work data -Please specify: | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |

Contractor Initials: 10

Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|------------------|---|---|
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data – Please specify: | |
| Other | Please list each additional data element used, stored, or collected by your application: | Pear Deck's then current Privacy Policy describes the Student Data and other information collected. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

EduLastic

Contractor Initials: IO
Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | X |
| | Other application technology meta data- Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | X |
| Assessment | Standardized test scores | |
| | Observation data | |
| | Other assessment data-Please specify: <i>Any shared by the District</i> | X |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online communications captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| Enrollment | Student school enrollment | X |
| | Student grade level | X |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information-Please specify: | |
| Parent/Guardian Contact Information | Address | |
| | Email | |
| | Phone | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |

Contractor Initials: IO

Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|--|------------------------------|
| Parent/Guardian Name | First and/or Last | |
| Schedule | Student scheduled courses | X |
| | Teacher names | X |
| Special Indicator | English language learner information | X |
| | Low income status | |
| | Medical alerts/ health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: Please refer to Edulastic's then-current Privacy Policy (https://edulastic.com/privacy-policy/) for more information. Note that data collected in this category is not required. | X |
| Student Contact Information | Address | |
| | Email | X |
| | Phone | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | X |
| | Student app username | X |
| | Student app passwords | X |
| Student Name | First and/or Last | |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | |
| Student work | Student generated content; writing, pictures, etc. | X |
| | Other student work data -Please specify: Edulastic assessment responses and scores | X |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | |

Contractor Initials: 10Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|------------------|---|---|
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data – Please specify: | |
| Other | Please list each additional data element used, stored, or collected by your application: | Edulastic's then-current Privacy Policy (https://edulastic.com/privacy-policy/) describes the Student Data and other information collected. |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

Contractor Initials: LO
Date: 04/04/24

EXHIBIT "C"
DEFINITIONS

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 and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal

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records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

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EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert Name of District or LEA] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [Insert Date]

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

Contractor Initials: 10
Date: 04/04/24

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **SAU 40 - Milford Public Schools** ("Originating LEA") which is dated September 28, 2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:
legal@goguardian.com

**LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES, INCLUDING
PEAR DECK, INC. AND SNAPWIZ INC. DBA EDULASTIC**

DocuSigned by:
BY: Mike Jonas Date: 9/28/2022
6CD8C493E787445...

Printed Name: Mike Jonas Title/Position: CFO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **SAU 40 - Milford Public Schools** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA: (School District Name): _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Contractor Initials: IO
Date: 04/04/24

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

| | MAINTAINING ORGANIZATION/GROUP | FRAMEWORK(S) |
|---|--|--|
| X | National Institute of Standards and Technology | NIST Cybersecurity Framework Version 1.1 |
| | National Institute of Standards and Technology | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
| | International Standards Organization | Information technology — Security techniques — Information security management systems (ISO 27000 series) |
| | Secure Controls Framework Council, LLC | Security Controls Framework (SCF) |
| | Center for Internet Security | CIS Critical Security Controls (CSC, CIS Top 20) |
| | Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S)) | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR) |

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

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EXHIBIT "G"
New Hampshire

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New Hampshire. Specifically, those laws are RSA 189:1-e and 189:65-68-a; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New Hampshire;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. All references in the DPA to "Student Data" shall be amended to state "Student Data and Teacher Data." "Teacher Data" is defined as at least the following:

Social security number.

Date of birth.

Personal street address.

Personal email address.

Personal telephone number

Performance evaluations.

Other information that, alone or in combination, is linked or linkable to a specific teacher, paraprofessional, principal, or administrator that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify any with reasonable certainty.

Information requested by a person who the department reasonably believes or knows the identity of the teacher, paraprofessional, principal, or administrator to whom the education record relates.

"Teacher" means teachers, paraprofessionals, principals, school employees, contractors, and other administrators.

2. In order to perform the Services described in the DPA, the LEA shall provide the categories of Teacher Data described in the Schedule of Data, attached hereto as **Exhibit "I"**.
3. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
4. In Article IV, Section 7 amend each reference to "students," to state: "students, teachers,..."
5. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
6. Provider is prohibited from leasing, renting, or trading Student Data or Teacher Data to (a) market or advertise to students, teachers, or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, teacher, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data and Teacher Data for the development of commercial products or services, other than as necessary to provide the Service to the LEA. This section does not prohibit Provider from using Student Data and Teacher Data for adaptive learning or customized student learning purposes.

Contractor Initials: 10

Date: 04/04/24

7. The Provider agrees to the following privacy and security standards. Specifically, the Provider agrees to:

- (1) Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;
- (2) Limit unsuccessful logon attempts;
- (3) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;
- (4) Authorize wireless access prior to allowing such connections;
- (5) Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;
- (6) Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;
- (7) Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;
- (8) Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;
- (9) Enforce a minimum password complexity and change of characters when new passwords are created;
- (10) Perform maintenance on organizational systems;
- (11) Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;
- (12) Ensure equipment removed for off-site maintenance is sanitized of any Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1;
- (13) Protect (i.e., physically control and securely store) system media containing Student Data or Teacher Data, both paper and digital;
- (14) Sanitize or destroy system media containing Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;
- (15) Control access to media containing Student Data or Teacher Data and maintain accountability for media during transport outside of controlled areas;
- (16) Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;

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- (17) Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;
- (18) Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);
- (19) Protect the confidentiality of Student Data and Teacher Data at rest;
- (20) Identify, report, and correct system flaws in a timely manner;
- (21) Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;
- (22) Monitor system security alerts and advisories and take action in response; and
- (23) Update malicious code protection mechanisms when new releases are available.

Alternatively, the Provider agrees to comply with one of the following standards: (1) NIST SP 800-171 rev 2, Basic and Derived Requirements; (2) NIST SP 800-53 rev 4 or newer, Low Impact Baseline or higher; (3) FedRAMP (Federal Risk and Authorization Management Program); (4) ISO/IEC 27001:2013; (5) Center for Internet Security (CIS) Controls, v. 7.1, Implementation Group 1 or higher; (6) AICPA System and Organization Controls (SOC) 2, Type 2; and (7) Payment Card Industry Data Security Standard (PCI DSS), v3.2.1. The Provider will provide to the LEA on an annual basis and upon written request demonstration of successful certification of these alternative standards in the form of a national or international Certification document; an Authorization to Operate (ATO) issued by a state or federal agency, or by a recognized security standards body; or a Preliminary Authorization to Operate (PATO) issued by the FedRAMP Joint Authorization Board (JAB).

- 8. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:
 - i. The estimated number of students and teachers affected by the breach, if any.
- 9. The parties agree to add the following categories into the definition of Student Data: the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number.
- 10. In Article V, Section 1 Data Storage: New Hampshire does not require data to be stored within the United States.

Contractor Initials: 10
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| EXHIBIT "I" – TEACHER DATA | | |
|-----------------------------------|--|------------------------------|
| Category of Data | Elements | Check if used by your system |
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | |
| Communications | Online communications that are captured (emails, blog entries) | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Social Security Number | |
| | Ethnicity or race | |
| | Other demographic information-Please specify: | |
| Personal Contact Information | Personal Address | |
| | Personal Email | |
| | Personal Phone | |
| Performance evaluations | Performance Evaluation Information | |
| Schedule | Teacher scheduled courses | |
| | Teacher calendar | |
| Special Information | Medical alerts | |
| | Teacher disability information | |
| | Other indicator information-Please specify: | |
| Teacher Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Vendor/App assigned student ID number | |
| | Teacher app username | |
| | Teacher app passwords | |
| Teacher In App Performance | Program/application performance | |
| Teacher Survey Responses | Teacher responses to surveys or questionnaires | |
| Teacher work | Teacher generated content; writing, pictures etc. | |
| | Other teacher work data -Please specify: | |
| Education | Course grades from schooling | |
| | Other transcript data -Please specify: | |
| Other | Please list each additional data element used, stored or collected by your application | |

Contractor Initials: IO
Date: 04/04/24

**AMENDMENT #1 TO THE
STANDARD STUDENT DATA PRIVACY AGREEMENT**

This Amendment #1 is effective as of the date of execution, and is between SAU 40 – Milford Public Schools (“LEA”) and Liminex, Inc. dba GoGuardian, and acting on behalf of itself and its Affiliates, including Pear Deck, Inc. and Snapwiz Inc. dba Edulastic, located at 2030 E Maple Ave., Suite 100, El Segundo, CA 90245 (the “Provider”). Capitalized terms not defined herein shall have the meaning ascribed in the DPA.

RECITALS

WHEREAS, LEA and Provider entered into the Standard Student Data Privacy Agreement for New Hampshire dated September 29, 2022 (the “DPA”), which has been adopted by school districts that signed Exhibit E General Offer of Privacy Terms (each, a “Subscriber LEA”); and

WHEREAS, LEA and Subscriber LEAs receive certain Services from Provider pursuant to services agreements and as generally referenced in Exhibit A to the DPA; and

WHEREAS, the parties want to amend the DPA to extend the Services and clarify the impact of Provider-required privacy consents.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- I.** The parties add the following clause as a new section “10. Required Consents” in Article VII: MISCELLANEOUS.

10. Required Consents. The Provider’s COPPA forms or consents do not modify the terms of the DPA. The parties intend for the DPA to be a separate contractual agreement that is not superseded or modified by any existing or future COPPA forms or consents. No future consent or acknowledgement will supersede or modify the terms of the DPA absent an express signed agreement between LEA and Provider to the contrary.

- II.** The parties add the following to Exhibit A:

Giant Steps

Giant Steps is a gamified digital learning experience designed to boost collaboration and independent practice, helping you create an adaptable, equitable, and rewarding practice experience for all students. Teamwork is at the heart of your K-12 classroom, so Giant Steps gives all students a chance to succeed — not just the fastest fingers.

- III.** The parties add the following to Exhibit B:

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Giant Steps

**EXHIBIT "B"
SCHEDULE OF DATA**

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|---|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | X |
| | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application | X |
| Assessment | Standardized test scores | |
| | Observation data | |
| | Other assessment data-Please specify: | |
| Attendance | Student school (daily) attendance data | |
| | Student class attendance data | |
| Communications | Online communications captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | |
| | Place of Birth | |
| | Gender | |
| | Ethnicity or race | |
| | Language information (native, or primary language spoken by student) | X A language preference option is available the Giant Steps product |
| | Other demographic information-Please specify: | |
| Enrollment | Student school enrollment | |
| | Student grade level | X |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information-Please specify: | |
| Parent/Guardian Contact Information | Address | |
| | Email | |

Contractor Initials: 10
Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|---|------------------------------|
| | Phone | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |
| Parent/Guardian Name | First and/or Last | |
| Schedule | Student scheduled courses | |
| | Teacher names | X |
| Special Indicator | English language learner information | |
| | Low income status | |
| | Medical alerts/ health data | |
| | Student disability information | |
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: | |
| Student Contact Information | Address | |
| | Email | X |
| | Phone | |
| Student Identifiers | Local (School district) ID number | |
| | State ID number | |
| | Provider/App assigned student ID number | X |
| | Student app username | |
| | Student app passwords | |
| Student Name | First and/or Last | X |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | X |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | X |
| Student work | Student generated content; writing, pictures, etc. | X |
| | Other student work data -Please specify: <i>Answers to multiple choice, diagram, text response, drawing, and classification questions.</i> | X |
| Transcript | Student course grades | |
| | Student course data | |

Contractor Initials: 10Date: 04/04/24

| Category of Data | Elements | Check if Used by Your System |
|------------------|--|------------------------------|
| | Student course grades/ performance scores | |
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |
| | Other transportation data – Please specify: | |
| Other | <p>Please list each additional data element used, stored, or collected by your application:</p> <p><i>Giant Step's then-current Product Privacy Policy (https://www.giantsteps.app/policies/product-privacy) describes the Student Data and other information collected.</i></p> | X |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | |

IV. Miscellaneous.

A. Entire Agreement; Conflict or Inconsistency. Other than the changes set forth in the preceding paragraphs, all terms and conditions of the DPA remain in full force and effect. Where there is a conflict between the DPA and this amendment, the provisions of this amendment shall supersede and replace the conflicting terms and conditions of the DPA. This amendment, together with the DPA, and any previous addendums, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

B. General Offer of Terms. Provider, by signing the attached Exhibit E Amended Form of General Offer of Privacy Terms, will be bound by the terms of this amendment and the DPA with any Subscriber LEA that duly countersigns the Exhibit E Amended Form of General Offer of Privacy Terms.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this amendment to the DPA as of the effective date indicated above.

SAU 40 – Milford Public Schools

By: Janet Steeves Date: Oct 27, 2023
Janet.Steeves@01-127-3073.Mil.P.S.

Printed Name: Janet Steeves Title/Position: Database Administrator

Provider

By: Luke Harris Date: 10/26/2023
DocuSigned by:
0574252C2E444E7...

Printed Name: Luke Harris Title/Position: Chief Revenue Officer

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider agrees that it will follow the same protocols and practices expressly set forth in the DPA and any applicable amendments thereto between Provider and the Originating LEA (SAU 40 – Milford Public Schools) with any other school district ("Subscribing LEA") who accepts this general offer of privacy terms (the "General Offer") through its signature below. For purposes of following the DPA, as amended, references to LEA shall mean and include the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in the DPA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) three (3) years after the date of the Provider's signature on the original Exhibit "E". Provider shall notify LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:
legal@goguardian.com.

PROVIDER: Liminex, Inc. dba GoGuardian, and acting on behalf of itself and its Affiliates, including Pear Deck, Inc. and Snapwiz Inc. dba Edulastic

BY: DocuSigned by:
Luke Harris Date: 10/26/2023
6574252C2E444E7...

Printed Name: Luke Harris Title/Position: Chief Revenue Officer

2. SUBSCRIBING LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA's individual information is contained below. The Subscribing LEA and the Provider shall therefore be bound by the same terms of the DPA and any amendments thereto. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA: (School District Name): _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name _____

Title _____

Address _____

Telephone Number _____

Email _____

COUNTY OF LEA: _____

APPENDIX 2
Product Terms of Service and End User License Agreement

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES, INCLUDING PEAR DECK, INC. AND SNAPWIZ INC. DBA PEAR ASSESSMENT

Liminex Product Terms of Service and End User License Agreement

Last Updated Date: January 22, 2024

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement (EULA), together with any applicable Order Form(s), the [Product Privacy Policy](#), and, if applicable, the [Data Processing Addendum](#) (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between School (sometimes referred to as "School," "you," or "your") and Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("Liminex", "we," "us", or "our"). This Agreement is distinct from our [Website Terms of Service](#), which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.

- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.
- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use the supplemental Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings with which it applies.

i. We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.

1. Getting Access To and Started With Our Offerings

i. This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.

We generally make our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, we may offer limited free, trial or beta Offerings at no additional charge. For the Pear Deck Tutor Offerings, we may offer pre-paid tutoring hours for a subscription term, in addition to the paid subscription-based licensing model.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and

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the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System ("LMS") account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Accounts or Devices. In linking your Account to your Google, Microsoft, and/or LMS account, you are granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1

Authorized Users. Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2

School Information. When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Accounts; and

(b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, and for Accounts, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Data. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the product; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable Authorized User; and/or (2) your Account (including any individual Authorized User account) has been compromised.

1.2.3

Account Settings. You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit, as applicable, the GoGuardian [Help Center](#) and/or contact support@goguardian.com, or visit the Pear Deck [Help Center](#) and/or contact support@deck.peardeck.com, or visit the Pear Assessment [Help Center](#) and/or contact support@assessment.peardeck.com, or visit the Pear Deck Tutor [Help Center](#) and/or contact support@tutor.peardeck.com, or visit the Pear Practice [Help Center](#) and/or contact support@practice.peardeck.com.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any subscription renewals of Offerings shall be set forth in the applicable Order Form ("Fees"). Fees for Subscriptions you

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purchase directly from Liminex or one its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or without notice to you. We may allow you to continue using a free, trial or beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

For certain Offerings, we will endeavor to notify you if your paid Account has delinquent fees. If delinquent fees are not paid, we will suspend your use of the Services.

2. Offerings

i. This Section explains more about the Offerings, including updates to such offerings and linkages with other third party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.

2.1 Access and Updates to Offerings

We will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may automatically install or add updates, upgrades, and new features to the Offerings that

we deem to be reasonable, beneficial to you, and/or reasonably necessary without advance notice to you. You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an "App Store") (an "App Store Sourced Application"), you acknowledge and agree that the availability of the App Store Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance; or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we, may at our discretion, suspend your access, or suspend access of one of your Authorized Users, to the Offerings for your breach, or your Authorized Users' breach, of this Agreement, if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings

We may allow you to access certain third party software or offerings through your Account via an application programming interface ("API") or other technical connection (such software or offering, an "Integration Offering"). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms you are required to agree with the provider of such Integration Offering. Integration Offerings are not "Offerings" under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We

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do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. Your Use of Offerings and Your Responsibilities

i. This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to

"scrape" or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and Log and Cookie Information and School's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify us promptly of any such unauthorized access or use, (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School use an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the GoGuardian Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness,

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bodily injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. Special Terms for Free, Trial and Beta Offerings

i. This Section explains that we may make free, trial, or beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, it is so you can use the Offering before purchasing a Subscription to determine if it meets your needs. Trial subscriptions to an Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it at any time, with or without

notice and without any further obligations to you; (b) provide the Offering to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis ("Beta Offerings"). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as "alpha," "beta," or "test" within the interface of an Offering are beta Offerings subject to this Section. Unless otherwise agreed in writing by us, any Offering or feature provided as a beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the beta Offering or feature to you solely "AS IS" without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta Offering or feature during the beta period. Additionally, as consideration for access to and use of any beta Offering, you agree to (1) treat the beta Offering as our Confidential Information; and (2) provide regular Feedback about the beta Offering, if requested.

5. Term, Termination

i. This Section explains the duration of this Agreement as well as your and our obligations after this Agreement ends.

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we

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terminate this Agreement without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

6. Intellectual Property

i. This Section explains that we ask that you please protect our and others' intellectual property.

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or

modifications to the Offerings ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. Confidentiality

i. This Section explains that each party must respect each other's Confidential Information.

As a reminder, our Product Privacy Policy explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under the Product Privacy Policy or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. Privacy and Data

i. This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The Product Privacy Policy explains, in more detail, how we protect information.

8.1 Our Privacy Responsibilities

Our Product Privacy Policy, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and

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collected through the Offerings, including any free, trial or beta Offerings. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and Disclosure Form to Subscription purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, our [Data Processing Addendum](#) also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the [Product Privacy Policy](#) and, to the extent applicable, the [Data Processing Addendum](#).

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our [Product Privacy Policy](#), our COPPA Notice and Disclosure Form, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Educational Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are 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 we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our [Product Privacy Policy](#) explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement and the [Product Privacy Policy](#).

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement or the [Product Privacy Policy](#); (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. Alerts and Notifications

This section applies to the GoGuardian Offerings only.

i. *This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and*

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promptly so that you can properly intervene to help students stay safe.

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, its Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for example, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.2.1, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function), your School represents and warrants that your School: (1) is solely responsible for having, to the extent legally required, an up-to-date and easily available suicide prevention policy; (2) is solely responsible for having, to the extent legally required, a necessary suicide prevention program; and (3) your School will notify parents/guardians

about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

10. Content, Copyright Policies, and Community Galleries

i. This Section explains how content is used in certain Offerings and the rights to such content.

10.1 Content in the Services Generally

10.1.1

You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings ("Content") is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as "Your Content".

10.1.2

You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

10.1.3

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering.

10.1.4

You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk.

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10.1.5

You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

10.2.1

You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and You, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement and the Product Privacy Policy.

10.2.2

You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media; and (b) make such changes to Your Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

10.2.3

You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through, any Offering that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section.

10.3 Copyright Policies

10.3.1

It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent
Liminex, Inc.
2030 E Maple Ave, Suite 100
El Segundo, CA 90245

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (a) for uploading or sharing such Content in violation of this Agreement; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

10.3.2

We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

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10.4 Third Party Websites and Resources

10.4.1

The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

10.4.2

Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

10.4.3

You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

10.5.1

Certain Offerings may contain galleries ("Community Galleries"), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings ("Other Content Users"). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the "Gallery Content"). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

10.5.2

The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "as is" and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party

provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

10.5.3

If you choose to submit Your Content to become part of the Community Galleries ("Your Gallery Submission"), you direct and authorize Liminex and its affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to:

(A) reproduce Your Gallery Submission or any component thereof;

(B) create and reproduce derivative works of Your Gallery Submission [or any component thereof; or

(C) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof ("Your Gallery Submission License").

10.5.4

For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing Your Gallery Submission through the Community Galleries, (1) for Pear Deck Offerings, you must send an email to support@deck.peardeck.com, in which case Your Gallery Submission will be removed in accordance with our standard procedures; and (2) for Pear Assessment Offerings and Pear Practice Offerings, you must delete Your Content or change Your sharing level permissions.

10.5.5

You represent and warrant that (a) you own or have obtained the necessary legal rights to provide Your Gallery Submissions and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (b) all of Your Gallery Submissions abide by the posted Program Policies.

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10.5.6

We claim no ownership over any of Your Gallery Submissions. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

10.5.7

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. App Store Sourced Application

i. This Section explains terms related to accessing and downloading an App Store Sourced Application.

11.1 Accessing and Downloading an App Store Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store Sourced Application from the Apple App Store

11.2.1

You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store Sourced Application that is accessed through or downloaded from the Apple App Store (a) on an Apple-branded product that runs the

iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

11.2.3

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4

You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5

You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6

The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of

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the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

11.2.7

Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

12. Warranties, Disclaimer, and Release

i. This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. Indemnification

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 13, and in any event, School agrees to cooperate with us in asserting any and available defenses.

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14. Limitations and Exclusions of Liability

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. Governing Law and Dispute Resolution

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, "Claims"), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 2030 E Maple Ave Suite 100, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1

Binding Arbitration. Arbitration Rules and Forum Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and

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negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2

Class Action Waiver. THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. Miscellaneous

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a "Last Updated" date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire

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agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School's form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement 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.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the following address: 2030 E Maple Ave, Suite 100, El Segundo, CA 90245. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

17. Definitions

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

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17.1 Add-on

Add-on means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School's Subscription during a Subscription Term.

17.2 Activity Information

Activity Information means information about online account and activity collected at the Authorized User level, in connection with Managed Devices or Accounts, including, for GoGuardian Offerings, chats (within GoGuardian Teacher), a student's browsing history, IP address automatically collected by GoGuardian, online content, screenshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming, and for Pear Deck Offerings and Pear Practice Offerings, information about the student's activity within a presentation or session, including engagement with and any student content generated in the session, and, Your Content that is uploaded into or generated in any Offerings. This may include free text, multiple choice answers, drawings, or URLs. For Pear Assessment Offerings, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected. Pear Deck Tutor may collect additional information, from or about any activity when an Authorized User is logged on including, chats, audio and video recording during virtual tutoring sessions, free text or drawings on the whiteboard during virtual tutoring sessions, and documents submitted to the Pear Deck Tutor Writing Lab.

17.3 Affiliate

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

17.4 Applicable Law

Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and the Applicable Mental Health Laws.

17.5 Applicable Mental Health Law

Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School's suicide and self-harm program and use of GoGuardian Beacon or

GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

17.6 Association Information

Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

17.7 Authorized Reseller

Authorized Reseller means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

17.8 Authorized User

Authorized User means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

17.9 Authorized School Personnel

Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

17.10 Authorized School Personnel Information

Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by us, and other relevant unique identifiers.

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17.11 Confidential Information

Confidential Information means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or is received from a third party without breach of any obligation owed to the other party.

17.12 Deidentified Information

Deidentified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

17.13 Education Records

Education Records means "education records" as defined under the FERPA regulation 34 CFR § 99.3.

17.14 Account

Account means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

17.15 Liminex Information

Liminex Information means (a) all Deidentified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information,

Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

17.16 Offering

Offering means any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings, the Pear Deck Offerings, the Pear Assessment Offerings, the Pear Deck Tutor Offerings, and the Pear Practice Offerings.

17.16.1

GoGuardian Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

17.16.2

Pear Deck Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck brand, other than the Websites.

17.16.3

Pear Assessment Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Assessment brand, other than the Websites.

17.16.4

Pear Practice Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Practice brand, other than the Websites.

17.16.5

Pear Deck Tutor Offering(s) means Liminex's suite of products and services, including Professional Services, provided under the Pear Deck Tutor brand, other than the Websites.

17.17 Liminex Parties

Liminex Parties means Liminex, its Affiliates, including Pear Deck Inc., Snapwiz Inc., and Zorro Holdco, LLC, and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

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17.18 Licensed Capacity

Licensed Capacity means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, seats, or tutoring hours).

17.19 Managed Device or Account

Managed Device or Account means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

17.20 Order Form

Order Form means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by a Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

17.21 Parent/Guardian Information

Parent/Guardian Information means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

17.22 Content

Content means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

17.23 Personal Student Information

Personal Student Information means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's

School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Educational Records defined herein.

17.24 Professional Services

Professional Services means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order Form. Any purchased Professional Services, whether provisioned in connection with or support of another Liminex Offering, shall be deemed an Offering hereunder.

17.25 School

School means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement, and any Affiliates of that school, school district, corporation, organization, college, university, or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

17.26 School Account Information

School Account Information means School Profile Information, Authorized School Personnel Information, and Association Information.

17.27 School Affiliate

School Affiliate means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

17.28 School Log and Cookie Information

School Log and Cookie Information means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

17.29 School Profile Information

School Profile Information means the name, email address, and phone number of the individual ordering the Offering on

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School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

17.30 Subscription

Subscription means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

17.31 Subscription Term

Subscription Term means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

17.32 User Documentation

User Documentation means the online user guides, documentation, and help and training materials we make accessible at GoGuardian [Help Center](#), the Pear Deck [Help Center](#), the Pear Assessment [Help Center](#), the Pear Practice [Help Center](#), the [Pear Deck Tutor Help Center](#), the [Code of Conduct - Pear Deck Tutor](#), or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

17.33 Website(s)

Website(s) means the Liminex or its Affiliates' websites made available online to the public that are not the Offerings.

Appendix 3
Privacy Policy for Product Users

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES,
INCLUDING PEAR DECK, INC. AND SNAPWIZ INC. DBA PEAR ASSESSMENT

Privacy Policy for Product Users

Last Updated Date: January 22, 2024

Introduction

Welcome! Liminex Inc. (doing business as GoGuardian and Pear Deck Learning) and its family of company Affiliates and products including Pear Deck, Inc. ("Pear Deck"), Snapwiz, Inc. (referred to throughout as "Pear Assessment"), Zorro Holdco, LLC (referred to throughout as "Pear Deck Tutor"), and Pear Practice ("Pear Practice") (together, "Liminex", "we", "us", "our") is an educational technology company that provides K-12 schools and school districts with digital learning tools designed to supercharge the learning potential of every student. The privacy of each and every user matters deeply to us, and we strive for transparency in all of our data privacy practices—especially when it comes to identifying the information that we collect, use, share, and disclose, as well as how we help keep your information safe. We take our responsibility to protect your information very seriously. Please remember that we are always here to answer any questions you have, and we look forward to working with you for years to come. Capitalized terms used herein that are not expressly defined are as defined in our [Product Terms of Service and End User License Agreement](#).

This Product Privacy Policy ("Product Privacy Policy") explains how we collect, use, share, disclose, and protect information collected from and about our School customers that are using our Offering(s) and such School's Authorized School Personnel. Our Offerings include the following:

GoGuardian Offerings

- [GoGuardian Admin](#)
- [GoGuardian Beacon](#)
- [GoGuardian Director](#)
- [GoGuardian DNS](#)
- [GoGuardian Fleet](#)
- [GoGuardian Teacher](#)

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Policies

Pear Deck Offerings

Pear Assessment Offerings

Pear Deck Tutor Offerings

Pear Practice Offerings

This Product Privacy Policy does not apply to:

- visitors and users of our general audience Website and their information (please see our Privacy Policy for Website visitors ("Website Privacy Policy")); or
- organizations or third parties that we do not own or manage, or to individuals that we do not employ or manage. We encourage you to review the applicable third party privacy policies and terms of use before submitting any information through those sites or services.
- Data submitted as a job applicant to Liminex and its Affiliates.

By using our Offerings, you, the school or school district ("School," "you," "your"), are declaring that you have read and understand this Product Privacy Policy. If you are acting on behalf of a School, you represent and warrant that you are at least eighteen (18) years old and have the authority, the right, and the capacity to legally bind the school and have read and understand this Product Privacy Policy. Our Combined Terms of Service and End User License Agreement ("EULA"), and as applicable to the extent your School is in the European Economic Area ("EEA"), our Data Protection Addendum ("DPA"), also apply to how we treat your information.

1. Information Provided Directly to Us through our Offerings

The information that we collect depends on the Offerings and features within those Offerings that a School uses. We collect some business information directly from a School (e.g., information collected when signing up to use our Offerings) or from Schools about their students or directly from the School's students (e.g., browsing information) when we act as their service provider. We also collect some information automatically (e.g., Offerings usage information).

1.1 School and School Official Information

We collect the following information that we collectively label as "School Information":

- *School Profile Information:* When an official of a School ("School Official") initiates contact through our Website for the Offerings on behalf of his/her School, we collect that School Official's contact information as well as information about his/her School relevant to purchasing and setting up our Offerings. This information includes the School Official's name, email address, and phone number, as well as the

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School's name, address, billing address, number of devices, number of students, and network configuration. If the School Official creates an account for the Offerings, the School Official must also create a password.

- *Authorized School Personnel:* In certain Offerings, following a School Official's establishment of a School account, the School Official can use the Offerings to add additional School personnel such as other School Officials and teachers (together, "Authorized School Personnel") from their School and designate their appropriate permission levels in the Offerings. Certain Offerings require the School Official and/or their Authorized School Personnel to provide class enrollment information (e.g., class name and subject).
- *Support Requests:* Authorized School Personnel can submit requests about the Offerings to our support center (e.g., our Support Center and our Help Center) through both our Offerings themselves and from our Website. When Authorized School Personnel submit support requests through these support centers, we receive these requests and associated contact information.
- *Additional Information About Authorized School Personnel:* Depending on the Offerings and features selected by a School, the Offerings can collect additional information about Authorized School Personnel, including chat messages and video conferencing between students and teachers using GoGuardian Teacher (including if Personnel participate in a chat function as part of a videoconference), GoGuardian-generated unique account identifiers, and other relevant unique identifiers (e.g., Google Classroom identifiers if School integrates Google Classroom with GoGuardian Teacher). This information may change if a School and/or Authorized School Personnel utilize new features and/or Offerings.

1.2 Personal Student Information for All Offerings

When addressing a specific Offering in this Product Privacy Policy, we may refer to the name of the entity and the Personal Student Information collected by such entity. Each school in the United States must comply with any legal requirements applicable to it, which may include, providing appropriate notice and/or obtaining parental consent. Schools located in countries outside of the United States must also obtain and provide appropriate consent from parents and/or guardians of students or as otherwise required by applicable law. We only collect Personal Student Information where Schools have provided consent required by applicable law, including the Children's Online Privacy Protection Act ("COPPA"). The Personal Student Information collected may change if a School utilizes new features or Offerings.

1.3 COPPA Safe Harbor

Protecting children's and student's privacy is especially important to us. We participate in the iKeepSafe Safe Harbor program. We have been granted the iKeepSafe COPPA Safe

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Harbor seal signifying that GoGuardian's Website as well as the software that runs the Website and the GoGuardian Offerings (GoGuardian Admin, GoGuardian Teacher, and GoGuardian Beacon) have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of personal information from children consistent with the iKeepSafe COPPA Safe Harbor program guidelines. COPPA protects the online privacy of children under the age of 13; below is an email for iKeepSafe Safe Harbor program:

Email: privacy@ikeepsafe.org

1.4 GoGuardian Personal Student Information

This section applies to the GoGuardian Offerings only. In providing our GoGuardian Offerings to Schools, we collect information that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a K-12 School ("Personal Student Information"). GoGuardian only collects Personal Student Information on school-managed devices and/or accounts where a School has already registered with GoGuardian and chosen to use GoGuardian Offerings and where such Schools have consented as set forth above. The Personal Student Information collected by our GoGuardian Offerings on behalf of a School depends on the particular GoGuardian Offerings and features selected by a School and the particular settings enabled or disabled by the School. Pursuant to such selections, the Personal Student Information that we collect includes:

- *Student's School-Managed Account Information and Association Information:* GoGuardian's Offerings collect a student's Google or Microsoft School-managed account information: student's name, email address, Google Profile ID and Google Image URL (for school-managed Google accounts), Microsoft Profile ID (for school-managed Microsoft accounts), and organizational unit as well as device identifiers necessary to associate a student with a certain device and settings. Additionally, GoGuardian Offerings 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 school-managed accounts or devices and online activity, 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, screenshots, and key percentage variance ((but not the actual inputs or sequence of inputs) to identify patterns like gaming).
- *Grade, Attendance, and Assignment Information:* Depending on a School's currently selected GoGuardian Offerings, features, integrations, and settings, GoGuardian may also receive grade, attendance, and assignment information.

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- *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.
- *Integration Information:* If your School chooses to integrate GoGuardian Offerings with other Integration Offerings (e.g., integrate with other School software with GoGuardian Offerings), then we will collect the information necessary to integrate and perform our Offerings, including unique identifiers (e.g., Google classroom identifier to connect a student to his/her classroom if your School integrates Google Classroom with GoGuardian Teacher) and other information (e.g., Parent/Guardian Information if your School integrates GoGuardian Offerings with the Parent/Guardian Information from Classlink or Clever).

1.5 Pear Deck Personal Student Information

This section applies to the Pear Deck Offerings only. The Personal Student Information collected by the Pear Deck Offerings on behalf of a School depends on the particular features selected by a School and the particular settings enabled or disabled by the School. Pursuant to such selections, the Personal Student Information that we collect includes:

- *Student's School-Managed Account Information and Association Information:* For students who log into Pear Deck with a School-Managed Account, we collect student's name, email address, the school-managed account ID (for example the Google ID or Microsoft ID), as well as identifiers and associated information necessary to associate a student with a certain device, account, presentation, teacher, and/or school. When a student joins a session with a code in anonymous mode, we do not collect student name or email address to join such session.
- *Activity Information:* We collect additional information about the student's activity within a presentation, including engagement with and any student content generated in the session. This may include free text, multiple choice answers, drawings, or presentation URLs.
- *Device and Usage Information:* We collect general device and usage information such as IP address, device identifier, operating system, browser type, non-precise geographic location (e.g. zip code and city), technical information about your device, system and app software, and peripherals, and date and time stamps associated with login.
- *Integration Information:* If your School chooses to integrate Pear Deck Offerings with other Integration Offerings (e.g., integrate with other School software with Pear Deck), then we will collect the information necessary to integrate and perform our Offerings, including unique identifiers (e.g., Google classroom identifier to connect a student to his/her classroom if your School integrates Google Classroom with Pear Deck).

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1.6 Pear Assessment Personal Student Information

This section applies to the Pear Assessment Offerings only. The Personal Student Information collected by the Pear Assessment Offerings on behalf of a School depends on the particular features selected by a School and the particular settings enabled or disabled by the School. Pursuant to such selections, the Personal Student Information that we collect includes:

- *Student's School-Managed Account Information and Association Information:* The Pear Assessment Offerings may collect a student's name, email address, student ID, Pear Assessment user name.
- *Activity Information:* We may collect additional information, from or about any activity when a user is logged on, including audio recordings in an assessment.
- *Demographic Information:* We may collect student demographic information, including gender, date of birth, English language learner status, individualized education plan status, and free and reduced lunch status).
- *Assessment Information:* We collect student assessment responses, student assessment scores, and teacher feedback.
- *Device and Usage Information:* We collect general device and usage information such as IP address, browser type, time on task (the length of time a student spends on a question), browser lock (if students try to leave a browser), and user interaction.
- *Integration Information:* If your School chooses to integrate Pear Assessment Offerings with other Integration Offerings (e.g., integrate with other School software with Pear Assessment Offerings), we will collect the information necessary to facilitate such integration, including unique identifiers (e.g., SIS data for enterprise integration).
- including unique identifiers (e.g., SIS data for enterprise integration).

1.7 Pear Deck Tutor Personal Student Information

This section applies to the Pear Deck Tutor Offerings only. The Personal Student Information collected by the Pear Deck Tutor Offerings includes:

- *Student's School-Managed Account Information and Association Information:* Pear Deck Tutor's Offerings collect a student's full name, email address and password. Additionally, Pear Deck Tutor offerings may also need to associate a student with a particular teacher's classroom by using a Google classroom identifier or other identifier.
- *Activity Information:* Pear Deck Tutor may collect additional information, from or about any activity when a user is logged on including, chats, audio and video recording during virtual tutoring sessions, free text or drawings on the whiteboard during virtual tutoring sessions, and documents submitted to the Pear Deck Tutor Writing Lab.

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- **Device and Usage Information:** Pear Deck Tutor collects general device and usage information such as IP address, device identifier, operating system, browser type, non-precise geographic location, technical information about device and date and time stamps associated with logins.
- **Integration Information:** If your school chooses to integrate Pear Deck Tutor Offerings with other Integration Offerings (e.g., integrate with other School software with Pear Deck Tutor Offerings), then we will collect the information necessary to integrate and perform our Offerings, including unique identifiers (e.g., SIS data for enterprise integration).

1.8 Pear Practice Personal Student Information

This section applies to the Pear Practice Offerings only. The Personal Student Information collected by the Pear Practice Offerings on behalf of a School depends on the particular features selected by a School and the particular settings enabled or disabled by the School. Pursuant to such selections, the Personal Student Information that we collect includes:

- **Student's School-Managed Account Information and Association Information:** For students who log into Pear Practice with a School-Managed Account, we collect student's name, email address, the school-managed account ID (for example the Google ID or Microsoft ID), as well as identifiers and associated information necessary to associate a student with a certain device, account, session, teacher and/or school. When a student joins a session with a code in anonymous mode, we do not collect student name or email address to join such session.
- **Activity Information:** We collect additional information about the student's activity within a session, including engagement with and any student content generated in the session. This may include free text, multiple choice answers, drawings, or session URLs.
- **Device and Usage Information:** We collect general device and usage information such as IP address, device identifier, operating system, browser type, non-precise geographic location (e.g. zip code and city), technical information about your device, system and app software, and peripherals, and date and time stamps associated with login.
- **Integration Information:** If your School chooses to integrate Pear Practice Offerings with other Integration Offerings (e.g., integrate with other School software with Pear Practice), then we will collect the information necessary to integrate and perform our Offerings, including unique identifiers (e.g., Google classroom identifier to connect a student to his/her classroom if your School integrates Google Classroom with Pear Practice).

1.9 Parent/Guardian Information

If a School chooses to utilize one of our Offerings' guardian feature (such as to enable a School to send important automated

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notifications to a parent/guardian about his/her child for a GoGuardian Offering or to view assessment results in Pear Assessment), we will receive certain information about a student's parent(s)/guardian(s). Specifically, depending on the guardian feature, we may receive a parent's/guardian's name, email address, and optionally phone number from the School. To learn whether your child's School is using this guardian role or feature or how to update a child's legal parent/guardian contact information, please contact your child's School and follow the instructions below in the section below titled "Requests from Parents, Legal Guardians, Eligible Students, and Authorized School Personnel".

If you are a parent or guardian and utilize a guardian feature (including the Parent App in GoGuardian and guardian feature in Pear Assessment), we collect: 1) your email address to confirm your authorization from the School to use the app and to determine the student associated with you and, once verified, enable the app; and 2) automatically collected information about your app activity set forth below.

2. Information We Automatically Collect through Our Offerings

Our Offerings automatically collect the following additional information that we label collectively as "School Log and Cookie Information":

- *Analytics Information and Event Information:* Our Offerings automatically collect information through analytics services providers, including IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of our Offerings, and/or other general usage data. Similar to other software, we also collect event information regarding how users interact with our Offerings. For example, we collect information about how much time users spend on certain features of our Offerings.
- *Log Information:* We also collect log information such as service diagnostics and technical logging information, which may include IP address, login times to our Offerings, usage times of our Offerings, browser type, and browser configuration.
- *Device Information:* We collect information about the devices that log into our Offerings, including type of device, device settings, and operating system.
- *Cookies:* We use Cookies in our Offerings for the purposes described in our Cookies Notice.

3. How We Use Information Collected Through Our Offerings

We use School Information and School Log and Cookie Information to:

- set up and provide our Offerings;

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Privacy Policy for Product Users
Continued

- analyze and improve our Offerings;
- respond to a School's and/or Authorized School Personnel's requests and to provide related support;
- administer and troubleshoot our Offerings;
- send information to a School and Authorized School Personnel about how to use our Offerings and other important updates;
- notify a School and Authorized School Officials about new features or Offerings that may be of interest to them, and, similarly notify other Authorized School Personnel of new features or Products that may be of interest to them when residents of the United States or otherwise as permitted by law;
- help prevent fraud and to enforce the legal terms that govern our Offerings;
- to comply with applicable law and protect our and others' rights, safety and property;
- follow further instructions of a School; and
- to determine general, non-identifying demographics like location (down to the city level), age range (e.g. 25-35), and equipment profiles (e.g. Chromebook with medium-size screen).

We do not sell School Information and School Log and Cookie Information or share it for cross context behavioral advertising (and have not done so in the past 12 months).

In accordance with our contractual obligations, we use Personal Student Information and Parent/Guardian Information to:

- Provide, improve and analyze our Offerings and for legitimate educational purposes of the School;
- to send parents and guardians alerts and notices in the Parent App or otherwise provide information to parents and guardians consistent with the guardian feature;
- enforce the legal terms that govern our Offerings;
- comply with applicable law and protect our and others' rights, safety and property; and
- follow further instructions of a School.

At all times, Personal Student Information is the property of and under the control of a School, or as required by applicable law, Personal Student Information is the property of and under the control of the applicable eligible student, parent, or guardian.

We do not sell Personal Student Information. We do not use Personal Student Information to target advertisements or market to students or anyone else, to amass a profile about a K-12 educational student for a non-educational purpose, or for any purposes prohibited by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99.3) ("FERPA"), California Business & Professions Code section 22584 ("SOPIPA"), and California Education Code section 49073.1. We will not use Personal Student Information for any purpose other than those required or specifically set forth in this Product Privacy Policy.

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our EULA, DPA, or any other agreement between a School and Liminex.

We will also use your Personal Student Information in accordance with applicable student privacy laws, including, as applicable, Connecticut's "Act Concerning Student Privacy".

If you are a Product User in the EEA or the United Kingdom ("UK"), please see the "Notice to EEA and Other Non-US Residents" section for more information about how we use information and the legal bases for collecting information.

Appendix 3
Privacy Policy for Product Users
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4. How We Disclose Information Collected Through Our Offerings

We may disclose information in the following ways:

- *Affiliates:* We provide access to or share your information with current or future family of Liminex companies including our Affiliates, such as Pear Deck Inc., Snapwiz, Inc., and Zorro Holdco, LLC.
- *Authorized School Personnel Access:* Each School determines which Authorized School Personnel have access to the School's account with Offerings and their permission levels.
- *Third Parties Supporting Our Offerings:* We may share information with our service providers that assist us in performing business-related functions that support our Offerings. Information about third party service providers utilized by GoGuardian Offerings is available [here](#). For example, we use hosting services and customer service tools to help support our Offerings. When we employ another company to perform a function of this nature, we provide them with the information that they need to perform their specific function.
- *With School Permission or at School Direction:* We may disclose information, including Personal Student Information, to third parties pursuant to a School's instruction or with a School's permission. For example, if a School chooses to integrate our Offerings with another third party company's products or services, then we will share information as instructed. With your permission, we may also share or disclose your name and other content through a testimonial video or quotation.
- *Protection of Liminex and Others:* We may disclose certain of the information we collect (set forth above) if we believe in good faith that doing so is necessary or appropriate to (i) protect or defend the rights, safety, or property of Liminex or third parties, including to defend or enforce our Product Privacy Policy, EULA, or any other contractual arrangement; or (ii) to respond to claims that content violates the rights of third parties.
- *Legal Requirements:* We may disclose certain information if we believe in good faith that doing so is necessary or appropriate to comply with any law enforcement, legal, or regulatory process, such as to respond to a warrant, subpoena, court order, or other applicable laws and regulations.

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- *Business Transfer:* We may disclose certain information we collect (set forth above), in connection with or during negotiations of any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. If such transfer is subject to additional mandatory restrictions under applicable laws, we will comply with such restrictions. The successor entity will be subject to all applicable federal and state laws, including student privacy laws. In connection with such a transaction, we will also work to ensure that the successor entity has a commitment to student privacy.
- *De-Identified Information:* We may use, share, or disclose De-Identified information (as that term is defined in our EULA) for various purposes such as product development, research, and marketing, in compliance with relevant laws. For example, we may use aggregate, anonymous data to publish an e-Book on Schools' most utilized online educational resources.

If you are a School or other Authorized School Personnel in the EEA or the UK, please see our Notice to EEA and Other Non-US Residents below.

5. How Long We Keep Information

We retain Personal Student Information as directed by the School:

- *School's Request for Deletion or Transfer of Personal Student Information:* We act upon a School's documented instructions to delete Personal Student Information during and after all School licenses to the Offerings have expired, unless we are required to retain such information to comply with our legal obligations with law enforcement, resolve disputes, or enforce our agreements. Upon instruction to delete Personal Student Information, we will take reasonable efforts to delete and/or de-identify such information in a commercially reasonable amount of time under applicable laws. At the termination of all of the School's licenses with us, we and the School may agree to transfer the School's Personal Student Information back to the School. In that case, similar to deletion requests, we will act upon a School's documented instruction to transfer the School's Personal Student Information to the School and take reasonable efforts to transfer such information in a commercially reasonable amount of time under applicable laws, unless we are required to retain such information to comply with our legal obligations, or with law enforcement, resolve disputes, or enforce our agreements. For Schools in the EEA, Personal Student Information will be deleted and transferred/ported according to the terms of the DPA or other agreement between the School and us.
- *Video Conferencing Recordings:* If a School enables the video conferencing feature in GoGuardian Teacher, audio and video recordings will be stored by GoGuardian for ninety (90) days. If a School enables the video conferencing feature in Pear Deck Tutor, audio and video recordings will be stored by Pear Deck Tutor for ninety (90) days after termination of its agreement with the customer.

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- *Deactivated Accounts:* We may consider a School's account to be terminated 365 days after all of a School's licenses expire without use, reactivation, or renewal by the School. At that time, if a School has not requested deletion of Personal Student Information, we will automatically de-identify and/or delete the School's Personal Student Information within a commercially reasonable period of time as long as that information is not necessary to comply with our legal obligations, resolve disputes, or enforce our agreements. All Personal Student Information retained will remain subject to our Product Privacy Policy that was in effect at that time — even after the deactivation of an account or termination of a contract.

We generally retain information other than Personal Student Information for as long as it may be relevant to the purposes above or as required or permitted by law. We consider the nature and sensitivity of the information, the purposes for which we process the information, applicable legal requirements, and our legitimate interests in determining how long to retain information. The purposes for which we use information may dictate different retention periods for the same types of information. To dispose of any personal information, we may anonymize it, delete it or take other appropriate de-identifying steps. Please note that information may persist in copies made for backup and business continuity purposes for an additional period of time.

6. Your Rights and Choices About Information Collected Through Our Offerings

You have certain rights and choices with respect to your information as further described in this section.

Your choices about School Profile Information and School Log and Cookie Information:

- *Promotional Communications:* You can decline promotional communications at the point information is requested for such purpose (e.g., by checking the relevant box) or, by following the unsubscribe instructions on communications sent to you. You can also contact us as described in the "How to Contact Us" section below.
- *Cookies and Analytics.* You can opt out from certain cookie-related and analytics processing by following the instructions in our Cookie Notice below.

Privacy rights related to School Profile Information and School Log and Cookie Information:

Residents of certain jurisdictions have rights with respect to personal information, but, except as set forth below, these rights do not apply to business to business information (e.g., business contact, contract and business communications). In addition, these rights do not apply to personal information collected by Liminex when Liminex is acting as a service provider of a School

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(though we assist Schools in fulfilling requests that they receive). You can read more about any such applicable rights at our [Privacy Policy for Website visitors](#). If you are acting on behalf of your School and would like to submit a data request, please follow the instructions described in the Section titled "School's Request for Deletion or Transfer of Personal Student Information." Similarly, if you are a parent, guardian, eligible student, or Authorized Personnel and would like to submit a data request to us, please follow the instructions described in the Section titled "Requests from Parents, Legal Guardians, Eligible Students, and Authorized School Personnel."

With respect to School Profile Information and School Log and Cookie Information, residents of the EEA, UK, and California may request that we:

- (1) provide access to and/or a copy of such information; (2) prevent the processing of that individual's information for direct-marketing purposes (including any direct marketing processing based on profiling); (3) update an individual's information which is out of date or incorrect; (4) delete certain information that we are holding about an individual; and (5) restrict the way that we process and disclose certain of the individual's information. We will consider all requests and provide our response within the time period stated by applicable law. Please note, however, that certain information may be exempt from such requests in some circumstances, which may include if we need to continue processing an individual's information for our legitimate interests or to comply with a legal obligation. We may request that an individual and/or School provide us with information necessary to confirm the individual's identity before responding to your request. To exercise any of these rights, please contact us at privacy@goguardian.com. Authorized agents for California residents may submit requests at: <https://www.goguardian.com/ccpa-requests>. In addition to those rights, you may have the right to lodge a complaint with the relevant supervisory authority. However, we encourage the individual to contact us first, and we will do our very best to resolve the individual's concern.
- In addition, California residents may annually request a list of the third parties to which a company discloses "personal information" for such third parties' marketing purposes and the types of information disclosed. However, we do not disclose personal information to third parties for such third parties' direct marketing purposes.

Your choices about School Information (Except School Profile Information), Personal Student Information, and Parent/Guardian Information:

- *Cooperation with Schools.* We will assist the School in facilitating requests relating to Authorized School Personnel Information and Personal Student Information pursuant to the School's instruction as explained further in the "How Long We Keep Information" or in the "Your Rights and Choices About Information Collected Through Our Offerings" sections above.

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- *Requests from Parents, Legal Guardians, Eligible Students, and Authorized School Personnel:*

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Review, Correction, and Deletion Requests. If a parent, legal guardian, eligible student, or Authorized School Personnel wishes to request a review, correction, deletion of Personal Student Information or School Information, he/she should contact the appropriate School Official of his/her or his/her child's School. We will cooperate with the School to fulfill requests pursuant to the School's verification and instruction within a commercially reasonable amount of time and in compliance with relevant law.

Parent App: If you are a user of the Parent App, you can review information about the choices you may have with respect to the personal information you provide through the Parent App in the "Your Rights and Choices" section of our [Privacy Policy for Website Visitors](#).

If you are Authorized School Personnel, please note that we may be required to maintain certain School Information if directed to do so by your School Official on behalf of your School employer or as needed by us to enforce our legal rights.

Transfer Requests. Our Offerings allow Authorized School Personnel to download information on behalf of a parent, legal guardian, eligible student, or School Personnel. If our Offerings do not cover the scope of the transfer request, we will, following documented instructions from the School, honor the requests from the parent, legal guardian, eligible student, or Authorized School Personnel for the transfer of Personal Student Information or personal data of the Authorized School Personnel by utilizing the same guidelines as described above in "Review, Correction, and Deletion Requests" in compliance with and as required by relevant law.

Transfer Requests for Student-Generated Content. California law requires website operators to transfer student-generated content to the student's personal account when requested by an eligible student, parent, or guardian. The Offerings are not used as the primary platform for students to submit their own content. To the extent that students in California, or in other states with similar transfer laws, submit their content on the Offerings, the appropriate parent, guardian, or eligible student may submit a request to privacy@goguardian.com to transfer this information to him/her. Following verification of the requestor's authorization to receive the information (which may require verification by the requestor's School), we will provide the student-generated content that we have in a commercially reasonable amount of time in either a CSV or other mutually-agreeable format. Please note that we cannot guarantee retention of student-generated content.

7. How We Protect Your Information

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We take the security and privacy of your School's data very seriously. For these reasons, we have implemented various technical, administrative, and physical safeguards to protect your information, including specific training of our personnel authorized to access Personal Student Information and other information. These safeguards vary depending on the sensitivity of the information at issue.

We are committed to preventing unauthorized access to our systems and data, and will investigate any possible occurrence. In the event of a breach of Personal Student Information, we will comply with all relevant breach laws to assist the School or provide notification as required to you, a School, affected parents, legal guardians, eligible students, and regulators.

7.1 Additional Information for California Residents

If you are a California resident, California law requires us to provide you with some additional information. We collect the following categories of personal information: identifiers (such as name and email address); internet or other network information (how users interact with our Products); and other information that identifies or can be reasonably associated with you (such as your correspondence with us). We also collect information at the direction of Schools including education information, location information (about devices), and audio and visual information.

We use such information to

- set up and provide our Offerings;
- analyze and improve our Offerings;
- respond to a School's and/or Authorized School Personnel's requests and to provide related support;
- administer and troubleshoot our Offerings;
- send information to a School and Authorized School Personnel about how to use our Offerings and other important updates;
- notify a School and Authorized School Officials about new features or Offerings that may be of interest to them, and, similarly notify other Authorized School Personnel of new features or Products that may be of interest to them when residents of the United States or otherwise as permitted by law;
- help prevent fraud and to enforce the legal terms that govern our Offerings;
- to comply with applicable law and protect our and others' rights, safety and property;
- follow further instructions of a School

We retain such information as long as it is necessary to fulfill the purposes for which we collect it, unless a longer retention is required or permitted by law. We consider the nature and sensitivity of the information, the purposes for which we process the information, applicable legal requirements, and our legitimate interests in determining how long to retain information.

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8. Notice to E.E.A. and Other Non-U.S. Residents

European Union ("EU") data protection laws make a distinction between organizations that process personal data for their own purposes (known as "data controllers") and organizations that process personal data on behalf of other organizations (known as "data processors"). Depending on the particular circumstance, we and your School may act either as a data controller or a data processor of your personal data. The laws in some jurisdictions like the EU also require data controllers to share the legal ground that they rely upon to use or disclose personal information.

8.1 Liminex as a Data Controller vs. Data Processor

Liminex is considered the "processor" of School Information (except for School Profile Information), Personal Student Information and Parent/Guardian Information. We collect, use, share and disclose this information as a processor on behalf of and at the instruction of the School controller, pursuant to our EULA and, if applicable, DPA. If you have a question or complaint about how your personal data is handled, please contact your School.

We are considered the "controller" of School Profile Information and School Log and Cookie Information. We as the data controller collects, uses, shares, and discloses this information as described above in this Product Privacy Policy. We retain the personal data contained in this information for as long as necessary to provide you with Offerings, or for other important purposes such as complying with legal obligations, resolving disputes, and enforcing our agreements.

Our legal grounds for using School Profile Information and School Log and Cookie Information are as follows:

- *Contractual Commitments:* We use, share, and disclose information to honor our contractual commitments to a School.
- *Legal Compliance:* We need to use, share, and disclose information in certain ways to comply with our legal obligations.
- *With Your Consent:* Where required by law, and in some other cases, we use, share, or disclose information on the basis of consent.
- *Legitimate Interests:* In many cases, we use, share, or disclose information on the ground that it furthers our legitimate business interests in ways that are not overridden by the interests or fundamental rights and freedoms of the affected individuals, such as customer service, analyzing and improving our business, promotional activities, providing security for our Offerings, preventing fraud, and managing legal issues.

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8.2 Information Transfer To The United States

The Offerings are operated in the United States. If you are located outside of the United States, please be aware that any information that you provide to us will be transferred to and/or accessed within the United States. The recipients of information described in the relevant "How We Disclose Information Collected Through Our Offerings" sections above may be located in the United States. This information may be subject to United States law, including laws that may require disclosure of personal information to government authorities. Schools may export Personal Data to jurisdictions outside the European Economic Area on the basis of legal mechanisms approved by the European Commission and other relevant authorities for cross-border data transfers, such as Standard Contractual Clauses.

- *European Union-United States and Swiss-United States Data Privacy Frameworks:* We have certified to the European Union-United States and Swiss-United States Data Privacy Framework (collectively, the "Framework") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of "personal data" (as defined under the Framework principles) from applicable European Economic Area ("EEA") countries and Switzerland, respectively. We have certified that we adhere to the Framework Principles with respect to personal data transferred under the Framework. To learn more about the Framework and view our certification, visit the U.S. Department of Commerce's Framework list by clicking [here](#). We may also protect personal data through other legally valid methods, including international and data transfer agreements.
- As required under the Framework principles, when we receive personal data under the Framework and then transfer it to a third-party service provider acting as an agent on our behalf, we have certain liability under the Framework if both (i) the agent processes the information in a manner inconsistent with the Framework; and (ii) we are responsible for the event giving rise to the damage.
- *Choices of International Users:* Some international users (including those whose information we collect under the Framework) of Offerings have certain legal rights to access certain information that we hold about them and to request its deletion. Please see the "Your Rights and Choices About Information Collected Through Our Offerings" section above for more information.

8.3 How to Contact Us and Dispute Resolution

How to Contact Us for Non-U.S. Residents: Individuals located outside the United States who have questions or concerns regarding our Product Privacy Policy or practices may direct a complaint in writing to Chief Privacy Officer, Liminex, Inc., 2030 East Maple Avenue, Suite 100, El Segundo, California 90245. Tel: 888-310-0410 Email: privacy@goguardian.com. Within a

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reasonable time of receiving the written complaint, we will review and address the complaint, as appropriate, and inform the individual of the results of such review and any steps taken to address the complaint.

Dispute Resolution for EEA and Swiss Residents: If you are a resident of the EU or Switzerland whose personal data is subject to the Framework, and you are dissatisfied with the manner in which we have addressed your concerns or we fail to respond to you within 45 days of your complaint, you may seek further assistance, at no cost to you, from our designated Data Privacy Framework independent recourse mechanism, the JAMS Data Privacy Framework Program, which you can learn more about by visiting <https://www.jamsadr.com/eu-us-data-privacy-framework>. Residents of the EU or Switzerland whose personal data is subject to the Framework may, in certain circumstances, elect to arbitrate unresolved complaints by invoking binding arbitration pursuant to the Framework's Recourse, Enforcement and Liability Principle and Annex I of the Framework (see: <https://www.dataprivacyframework.gov/s/article/How-to-Submit-a-Complaint-Relating-to-a-Participating-Organization-s-Compliance-with-the-DPF-Principles-dpf>) but prior to initiating such arbitration, you must: (1) afford us the opportunity to resolve the issue; (2) seek assistance via our recourse mechanism above; and (3) contact the U.S. Department of Commerce (either directly or through the relevant Data Protection Authority) and afford the U.S. Department of Commerce time to attempt to resolve the issue. Each party shall be responsible for its own attorney's fees. Please be advised that, pursuant to the Framework, the arbitrator(s) may only impose individual-specific, non-monetary, equitable relief necessary to remedy any violation of the Framework Principles with respect to the individual. We are subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

For Australian residents: If you are located in Australia, and are dissatisfied with the way we have handled a privacy issue, you may contact the Office of the Australian Information Commissioner for more information www.oaic.gov.au.

For Singapore residents: If you are located in Singapore, and are dissatisfied with the way we have handled a privacy issue, you may contact the Personal Data Protection Commission for more information www.pdpc.gov.sg.

9. Cookies Notice

9.1 What are cookies?

Cookies are small text files stored on your computer that allow us to understand usage of Offerings. Cookies include cookies, Internet server logs, tags, Software Development Kit/SDKs, tracking pixels, and other similar tracking technologies. A number of Cookies that we use last only for the duration of your session, expiring when your session ends (the so-called "session cookies"). Other Cookies are used to help our systems recognize you if you return to Offerings and will thus be retained longer (the so-called "persistent cookies"). Some of the cookies used on our Offerings

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are set by us, and some are set by third parties that are delivering services on our behalf.

9.2 What types of Cookies do we use and what data do they collect?

We use Cookies in the Offerings that automatically collect information to:

- understand usage of the Offerings and to improve these Offerings;
- authenticate your account; and
- remember your settings and account information.

We do *not* use any advertising Cookies in our Offerings and we do not place advertisements in the Offerings.

9.3 What are my choices about Cookies?

You can learn more about how Cookies work and how to turn them off in your particular browsers. Please remember that if you replace, change or upgrade your browser, or delete your Cookies, you may need to use these opt-out tools again.

For information about Cookies used by the developers of these browsers, please visit:

- [Internet Explorer](#)
- [Google Chrome](#)
- [Internet Explorer 9](#)
- [Mozilla Firefox](#)
- [Safari \(Desktop\)](#)
- [Safari \(Mobile\)](#)
- [Android Browser](#)

For controls specific to advertising and analytics services offered by Google, click [here](#) from each of your browsers.

Note About Do Not Track: Do Not Track ("DNT"): is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Some browsers do not recognize DNT settings. At this time, we do not recognize or respond to browser-initiated DNT signals because we do not track you across websites.

10. Changes to this Privacy Policy

We reserve the right to make changes to this Product Privacy Policy such as to reflect changes in the law, our data collection and use practices, and the features of the Offerings. At the top of our Product Privacy Policy, we will indicate the date of the most recent update to this Product Privacy Policy. We will notify your School of material changes to the Product Privacy Policy on our

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Website, and make additional efforts to notify your School of material changes that impact the treatment of data collected via the Offerings and/or via email. We will also obtain your School's consent before any material changes to our Product Privacy Policy apply to your School where required by applicable law.

**Appendix 3
Privacy Policy for Product Users
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11. How to Contact Us

If you have questions or concerns, the best way to reach us is by emailing privacy@goguardian.com. You can also reach us by calling 888-310-0410 or by writing to Liminex, Inc., Attn: Chief Privacy Officer, 2030 East Maple Avenue, Suite 100, El Segundo, California 90245.

Additionally, please feel free to consult additional resources such as the ones listed below.

Student Privacy Resource List:

- [Student Privacy Pledge](#)
- [Student Privacy Compass](#)
- [Department of Education's Privacy Technology Assistance Center \("PTAC"\)](#)
- [The Federal Trade Commission's Complying with COPPA: Frequently Asked Questions](#)

**APPENDIX 4
Third Party Service Partners**

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES, INCLUDING
PEAR DECK, INC. AND SNAPWIZ INC. DBA EDULASTIC

PEAR ASSESSMENT CONFIDENTIAL



Third Party Service Partners
(as of December 31, 2023)

Our Partners

We continuously strive to make our products the best they can possibly be, but we cannot build everything on our own. Like other education software companies, we rely on tools built by third party companies to deliver better solutions to our customers. These third party partners offer essential services and functions to our customers, and each company we work with operates under an agreement with Pear Assessment to protect information shared with them.

Below is a list of our trusted and essential third party partners that collect **Personal Student Information** (as defined in our Privacy Policy) that support our Product.

As our company and products continue to evolve and grow, we may need to update this list of third party service partners from time to time. Additionally, please feel free to contact us at privacy@peardeck.com if you have any questions.

| Service Partner | Purpose or Description of Use | Service Partner's Privacy Policy |
|------------------------------------|--|---|
| Amazon Web Services | For hosting our servers and data analytics | AWS Privacy Notice, AWS Customer Agreement & AWS Security |
| Canvas | For rostering student data | Canvas Privacy Policy |
| Clever | For rostering student data | Clever Privacy Policy |
| Edlink (formerly Atlas) | For rostering student data | Edlink Privacy Policy |
| Google Classroom | For rostering student data | Google Privacy Policy |
| Lacework, Inc. | Monitor cloud infrastructure | Lacework Privacy Statement |
| Prisma Cloud by Palo Alto Networks | Monitor cloud infrastructure | Palo Alto Networks Privacy Statement |
| MaxMind | For product analytics | MaxMind Privacy Policy |
| MongoDB | For database and backup storage | MongoDB Privacy Policy |
| Schoology | For rostering student data | Schoology Privacy Policy |
| Segment | For online customer support | Segment Privacy Policy |
| Salesforce Service Cloud | For online chat support | Salesforce Privacy Policy |
| Tableau | For data analytics | Tableau Privacy Statement |

The Service Partner's standard Privacy Policy and/or privacy-related terms are linked above, but Pear Assessment may enter into additional contractual terms, such as additional privacy and security terms, with these Service Providers.

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APPENDIX 5
Form of School Licensing Agreement

LIMINEX, INC. DBA GOGUARDIAN, AND ACTING ON BEHALF OF ITS AFFILIATES,
INCLUDING PEAR DECK, INC. AND SNAPWIZ INC. DBA PEAR ASSESSMENT

Form of School Licensing Agreement



Welcome to Pear Assessment!

Before we proceed, please review the following terms

- By checking this box, you are agreeing:
1. To the Product Terms & End User License Agreement
 2. To the Privacy Policy for Product Users
 3. You are authorized to act for your school and you consent to Pear Assessment's collection of student data in our COPPA disclosure

Accept & Continue

CERTIFICATE OF ATTESTATION

Corporation

I, Advait Shinde, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Liminex, Inc., I hereby certify that Ichiro Osumi,
(Corporation Name) (Name of Contract Signatory)

Chief Financial Officer, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

Liminex, Inc. and may bind the company thereby.
(Corporation Name)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 04/04/24

ATTEST: 
(Signature of Clerk of Corporation)

Chief Executive Officer, President and Secretary
(Title of Clerk of Corporation)

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LIMINEX, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 27, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 951138

Certificate Number : 0006598796



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: LIMINEX, INC. Business ID: 951138
Business Type: Foreign Profit Corporation Business Status: Good Standing
Business Creation Date: 02/27/2024 Name in State of Incorporation: LIMINEX, INC.
Date of Formation in Jurisdiction: 05/23/2018
Principal Office Address: 2030 E Maple Ave STE 100, El Segundo, CA, 90245, USA Mailing Address: 2030 E Maple Ave STE 100, El Segundo, CA, 90245, USA
Citizenship / State of Incorporation: Foreign/Delaware
Last Annual Report Year: N/A
Next Report Year: 2025
Duration: Perpetual
Business Email: ar@goguardian.com Phone #: 888-310-0410
Notification Email: ar@goguardian.com Fiscal Year End Date: NONE

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|--|---------------------------------|
| 1 | Professional, Scientific, and Technical Services | Other Computer Related Services |

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Principals Information

| Name/Title | Business Address |
|---|--|
| Advait Shinde / Chief Executive Officer | 2030 E Maple Ave STE 100, El Segundo, CA, 90245, USA |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656 | CONTACT NAME: Simson Soetanto PHONE (A/C, No, Ext): 949-900-1211 FAX (A/C, No): E-MAIL ADDRESS: Simson.Soetanto@marshmma.com |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED GoGuardian Holdings, Inc. 2030 East Maple Avenue, Suite 100 El Segundo CA 90245 | INSURER A: Hartford Fire Insurance Company INSURER B: Trumbull Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: Property & Casualty Ins Co of Hartford INSURER E: Landmark American Insurance Company INSURER F: |

COVERAGES CERTIFICATE NUMBER: 738103584 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 11/1/2023 | 11/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | 11/1/2023 | 11/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 11/1/2023 | 11/1/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| D | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 11/1/2023 | 11/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | <input type="checkbox"/> Cyber E&O Claims Made Retroactive Date | | | 11/1/2023 | 11/1/2024 | \$5,000,000 Limit/Agg \$250,000 Deductible 11/01/2018 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Continued: Liminex, Inc. dba GoGuardian; Pear Deck, Inc.; Snapwiz Inc. dba Edulastic; Zorro Holdco, LLC dba TutorMe

Cyber E&O Coverage Continued - Follows Primary Policy
\$5,000,000 Limit/Agg x/s \$5,000,000 Primary - Evanston Insurance Company #MKLV3XEO00370(NAIC 35378)
\$5,000,000 Limit/Agg x/s \$10,000,000 - Ascot Specialty Insurance Company #EOXS221000072204 (NAIC 45055)
\$5,000,000 Limit/Agg x/s \$15,000,000 - Scottsdale Insurance Company #EKS3499739(NAIC 41297)
\$5,000,000 Limit/Agg x/s \$20,000,000 - Greenwich Insurance Company #MTE90430963NAIC 22322)
See Attached...

| | |
|---|--|
| CERTIFICATE HOLDER New Hampshire Department of Education 25 Hall Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|