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Erie 1 BOCES Education Campus • 355 Harlem Road • West Seneca, NY 14224-1892
erie 1 boces

Amendment to Master License and Service Agreement

WHEREAS, a M*aster License and Service Agreement* (as amended) was made between the Erie 1 BOCES on behalf of the Western New York Regional Information Center and Liminex, Inc. dba GoGuardian, on behalf of itself as well as its affiliates, including Pear Deck, Inc. and Snapwiz Inc. dba Edulastic ("Vendor"), 2030 East Maple Avenue, Suite 100, El Segundo, CA 90245, dated July 1, 2020; and

WHEREAS, the parties extended the contract through September 1, 2023 whereas such, and any, extension is permitted under New York State and local laws;

WHEREAS, Vendor has been identified and accepted by Erie 1 BOCES as the sole provider of, the application as defined in Section 2 by this reference made part hereof of this Agreement; and

NOW THEREFORE, the parties mutually agree to (1) extend the contract for a period commencing September 1, 2023 and ending September 15, 2023 and (2) make the following additional modification to the contract by adding the following to the contract:

"CDW is currently the authorized reseller (per the terms of a separate agreement) and receives the Purchase Orders under this Agreement."

IT IS FURTHER AGREED, all other terms of the contract shall remain in full force and effect until the new three year contract is executed between the parties through 2026.

IN WITNESS WHEREOF, the parties have executed this Amendment this 31st day of August, 2023.

Erie 1 BOCES

DocuSigned by:
James Fregelette
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Signature

James Fregelette

Executive Director of Finance

Liminex, Inc. dba GoGuardian, on behalf of itself as well as its affiliates, including Pear Deck, Inc. and Snapwiz Inc. dba Edulastic

DocuSigned by:
Caryn Wetmore
7Z8E923FB7084A5...
Signature

Caryn Wetmore
Name

Senior Counsel
Title

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND LIMINEX, INC. DBA GOGUARDIAN

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with Liminex, Inc dba GoGuardian which governs the availability to Participating Educational Agencies of the following Product(s):

GoGuardian Teacher

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law and its implementing regulations (Section 2-d) ("Protected Data"). For purposes of this Exhibit D, terms used herein and defined in Section 2-d shall have the meaning ascribed to them in Section 2-d.

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purpose.

Oversight of Subcontractors: In the event that Vendor engages subcontactors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with applicable and at least as restrictive data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will take the following steps to ensure that such subcontactors, assignees, or other authorized agents abide by the provisions of these agreements:

- Conduct diligence and evaluating the security practices of subcontractors that can access Protected Data
- Request verification of compliance with security and privacy standards aligned with state and federal law
- Evaluate the contractual safeguards of subcontractors of Protected Data

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1, 2020 and expires on June 30, 2023
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by

Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting copies of all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full. To extent that Vendor remains in possession of any Deidentified Data, Vendor agrees to not attempt to reidentify the Deidentified Data and use Deidentified Data in compliance with applicable laws.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States or a facility agreed to in writing between the Parties. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, encryption at rest, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.