

GoGuardian Connecticut Student Privacy Addendum

This Connecticut Student Privacy Addendum ("**Connecticut Addendum**") to GoGuardian Products Terms of Service and End User License Agreement ("EULA") (currently available at www.goguardian.com/eula.html) as updated from time to time in accordance with the terms therein) and incorporated Product Privacy Policy ("**Product Privacy Policy**") (currently available at <https://www.goguardian.com/product-privacy/>) (together, EULA and Product Privacy Policy as the "**Agreement**") forms part of the Agreement by and between Liminex, Inc. ("**GoGuardian**") and Plymouth Board of Education ("**your School**"). This Connecticut Addendum shall be effective as of the last date of signature below and shall continue coextensive to the term of the Agreement.

For the purposes of this Connecticut Addendum, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa. All other capitalized terms in this Connecticut Addendum shall retain the same meaning as in the Agreement.

In accordance with Connecticut's Act Concerning Student Privacy and applicable law, the parties hereby agree as follows:

1. Student records, student information, and student-generated content (collectively, "**Student Data**") provided or accessed pursuant to the contract are not the property of, or under the control of, GoGuardian.
2. Your School's Regional Board of Education ("**Board**") shall have access to and the ability to delete Student Data in the possession of GoGuardian except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by GoGuardian. The Board may request the deletion of any such Student Data content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by using the functionality of GoGuardian's products, and if the product functionality is insufficient in fulfilling such a request, upon submitting a written and verifiable request by your Board to GoGuardian.
3. GoGuardian shall not use Student Data for any purposes other than those authorized pursuant to the then-current joint Products Terms of Service and End User License Agreement (with incorporated Product Privacy Policy), available at www.goguardian.com/eula.html (and as updated from time to time).
4. A student, parent or legal guardian of a student may review personally identifiable information contained in his/her Student Data and correct any erroneous information, if any, in such Student Data. He or she may do so by contacting the appropriate official at your School with authority to make such requests through GoGuardian on behalf of the School. GoGuardian and the appropriate School Official will work together to carry out such a documented and verifiable request.
5. GoGuardian shall take actions designed to ensure the security and confidentiality of Student Data.

6. GoGuardian will notify the Board, in accordance with applicable law, which includes Conn. Gen. Stat. § 10- 234dd, as applicable, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will also be sent to the signatory to your School designated below (as updated from time to time by your School through a writing to GoGuardian) and will include names of those individuals and types of Student Data affected by the unauthorized release, disclosure, or acquisition of Student Data, to the extent known by GoGuardian.
7. Upon expiration of the contract between GoGuardian and the Board, GoGuardian shall take commercially reasonable actions to destroy or return all Student Data except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with GoGuardian after the expiration of such contract for the purpose of storing student-generated content.
8. GoGuardian and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of GoGuardian and the Board.
10. If any provision of this Connecticut Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
11. GoGuardian acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Act Concerning Student Privacy according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Connecticut Addendum controls over any inconsistent terms or conditions contained within any other agreement entered into by your School and GoGuardian concerning Student Data.

For avoidance of doubt, all other provisions in the Agreement remain in full force and effect. Additionally, this Connecticut Addendum is solely between the parties and shall have no effect upon the terms for any other individual or entity subject to GoGuardian's EULA. Any violation or breach of this Addendum shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the EULA.

Signed and Agreed:

For and on behalf of Plymouth Board of Education

Signature: Richard Trudeau

Name: Richard Trudeau

Title: Director of Technology

Dated: 3/15/21

Email Address (for Section 6 Notice):

richt@plymouth.k12.ct.us

For and on behalf of Liminex, Inc.

Signature: Brian Kobashigawa
DocuSigned by:
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Name: Brian Kobashigawa

Title: Corporate Counsel

Dated: 3/15/2021