



Book	Board Policy Manual
Section	6 - Instruction
Title	Instructional Resources: Acceptable Use of Technology
Code	6:235*
Status	Active
Adopted	March 21, 2005
Last Revised	March 23, 2015

#### Access to Electronic Networks

Electronic networks, including the Internet, are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s).

The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

#### Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyber-bullying awareness and response. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use.

#### Acceptable Use

All use of the District's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the District's electronic networks or District computers. General rules for behavior and communications apply when using electronic networks. The District's *Authorization for Electronic Network Access* contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Staff members utilizing the Network for instructional purposes with students are responsible for supervising such use. In selecting technology for teaching purposes, staff shall comply with the selection criteria for instructional materials and library-media center materials. Staff members are expected to be familiar with the District's policies and any administrative rules concerning student computer and Network use and to enforce them. When, in the course of their duties, staff members become aware of student or other staff member violations, they are expected to stop the activity and/or inform the building Systems Administrator and the Building Level Administrator.

For the purposes of this policy, District "staff" includes all District employees, volunteers and Board members.

### Internet Safety

Technology protection measures shall be used on each District computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Superintendent or system administrator. The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

### Authorization for Electronic Network Access

Each staff member must sign the District's *Authorization for Electronic Network Access* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

All users of the District's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

Violations of this policy, or any administrative regulations and/or guidelines governing the use of technology, may result in disciplinary action which could include loss of network access, loss of technology use, suspension or expulsion (in the case of students), suspension with or without pay or termination (in the case of staff), or other appropriate legal or disciplinary action. Violations of local, State, or federal law may subject staff and students to prosecution by appropriate law enforcement authorities

The Superintendent may establish procedures and guidelines and shall take appropriate action to implement this policy

### Legal

No Child Left Behind Act, 20 U.S.C. §6777.

Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).

Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

720 ILCS 135/0.01

## Cross References

- 5:100\* - General Personnel: Staff Development Program
- 5:170 - General Personnel: Copyright for Publication or Sale of Instructional Materials and Computer Programs Developed by Employees
- 6: 40 - Curriculum: Curriculum Development
- 6: 60\* - Curriculum: Curriculum Content
- 6:210 - Instructional Resources: Instructional Materials
- 6:230 - Instructional Resources: RESERVED
- 6:260 - Instructional Resources: Complaints About Curriculum, Instructional Materials, and Programs
- 7:130\* - Rights and Responsibilities: Student Rights and Responsibilities
- 7:190\* - Rights and Responsibilities: Student Behavior
- 7:310 - Activities: Restrictions on Publications and Written or Electronic Material

### **Hinsdale District 86 Chromebook Agreement**

In an effort to permit consistent access to the learning environment outside of school, students across the district will be issued Google Chromebooks for use in school and at home. This document serves as an agreement between the District and students and their parents/guardians about permitted use of the Chromebooks and proper care of the Chromebooks and provides basic information about being a good digital citizen.

*Students and their parents/guardians are reminded that use of District technology, including a Chromebook, is a privilege and not a right, and that everything done on any District-owned computer, network, or electronic device may be monitored by school authorities. Inappropriate use of District technology can result in limited or banned technology use, disciplinary consequences, removal from courses, loss of credit, receiving a failing grade, and/or legal action.*

To understand the expectations of District 86, students and their parents/guardians are responsible for reviewing the [District's Acceptable Use of District Technology Policy](#) (6:235).

#### **Ownership of the Chromebook**

District 86 retains sole right of possession of the Chromebook. The Chromebooks are lent to the students for educational purposes while the students are enrolled in the District. Students may not use the Chromebooks for personal purposes, including personal social media use. Ownership of the Chromebook is transferred to the student after the end of the school year in which the student graduates from District 86, if the student's PushCoin account is in good standing.

#### **Privacy**

District 86 administrative staff and faculty retain the right to collect and/or inspect devices at any time, including via electronic remote access, and to alter, add or delete installed software or hardware. Students have no expectation of privacy for any communication made using the Chromebook or for any content created, accessed, or stored on the Chromebook. Each Chromebook contains a GPS tracking capability, which the District can enable remotely. The District will not access the feature remotely unless (1) the device is reported lost, missing, or stolen or (2) the device is not returned to the District after the date it is to be returned, and even then only after notifying the parent(s)/student of its intent to access the feature.

District 86 endeavors to ensure that apps used by District staff are educationally appropriate and for the use and benefit of the school and not for any commercial purpose. In setting up the necessary student accounts on each Chromebook and in G Suite for Education, District 86 shares with Google each child's name and student ID number.

#### **Responsibility for the Chromebook**

Students are solely responsible for the Chromebooks issued to them and must adhere to the following:

- Students must comply with the District's Use of Technology Policy (6:235) when using their Chromebooks.
- Students must treat their device with care and never leave them in an unsecured location.
- Students must keep their device in a protective case or backpack when traveling.
- Students must promptly report any problems with their Chromebook to their teacher or IT staff member.
- Students may not remove or interfere with the serial number and other identification tags.
- Students may not attempt to remove or change the physical structure of the Chromebook, including the keys, screen or plastic casing.
- Students may not attempt to install or run any operating system on the Chromebook other than the Chrome operating system supported by the District.
- Students must keep their devices clean and must not touch the screen with anything (e.g., pen, pencil, etc.) other than fingers/approved stylus or approved computer screen cleaners.
- Students are responsible for bringing a functioning, charged Chromebook to class each period. It is their responsibility to borrow a "loaner" chromebook from the Student Help Desk in the event that their Chromebook is inoperable

### **Parents' Responsibility**

Parents agree to monitor and supervise their student's use of the Chromebooks outside of school and to make every effort to ensure their student's compliance with the obligations and responsibilities described in this agreement related to their use of the Chromebooks.

### **Responsibility for Electronic Data**

The students are prohibited from installing any apps or extensions on their Chromebooks that are not available for installation in the "For hinsdale86.org" Chrome Web Store or installed by a member of the District 86 technology staff. Users of District technology have no rights, ownership, or expectations of privacy to any data that is, or was, created, accessed, or stored on the Chromebook, school network, or any school-issued applications and are given no guarantees that data will be retained or destroyed.

### **Digital Citizenship**

Students must follow the six conditions of being a good digital citizen:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate, I will consider the information and images that I post online. I will consider what personal information about my life, experiences, experimentation or relationships I post. I will not be obscene.
2. **Protect Yourself.** I will ensure that the information, images and materials I post online will not put me at risk. I will not publish my personal details, contact details or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me. I will protect passwords, accounts and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass or stalk other people. I will show respect for other people in my choice of websites, I will not visit sites that are degrading, pornographic, racist or inappropriate. I will not abuse my rights of access and I will not enter other people's private spaces or areas.
4. **Protect Others.** I will protect others by reporting abuse, not forwarding inappropriate materials or communications; I will moderate unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use resources. I will suitably cite any and all use of websites, books, media etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will use free and open source alternatives rather than pirating software. I will purchase, license and register all software. I will purchase my music and media, and refrain from distributing these in a manner that violates their licenses. I will act with integrity.

### **Copyright and File Sharing**

Students are required to follow all copyright laws around all media including text, images, programs, music, and video. Downloading, sharing, and posting online illegally obtained media is a violation of the District's Access to Electronic Network policy (6:235).

### **Spare Equipment and Lending**

If a student's Chromebook is inoperable, the school has a limited number of spare devices for use while the student's Chromebook is being repaired or replaced. This agreement remains in effect for loaner computers. The student may not opt to keep an inoperable Chromebook to avoid doing class work due to loss or damage. If a student does not bring his/her Chromebook to school, the student may be required to borrow a device from the school based on the direction from his/her teacher. Disciplinary action may result for failure to bring a fully charged Chromebook to school.

## **Warranty**

The student is responsible for the repair/replacement of damaged equipment. If possible, members of the IT Staff/Tech Support Internship course will attempt to conduct repairs on-site; the student and his/her parents will be financially responsible for the cost of replacement parts. The District will make its best attempt to purchase replacement parts at the best possible price. Loss or theft of the device is also the student's responsibility and will result in the student being charged the full replacement cost to purchase a new Chromebook.

## **Website & Social Media Guidelines: *Think before you act because your virtual actions are real and permanent!***

<b>Guidelines</b>
Be aware of what you post online. Websites and social media venues are very public. What you contribute leaves a digital footprint that others may be able to see, even if you think you have locked down your privacy settings. Do not post anything you wouldn't want friends, enemies, parents, teachers, future colleges, or employers to see.
Follow the school's code of conduct when writing online. It is acceptable to disagree with other's opinions; however, do it in a respectful way. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
Be safe online. Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birth dates, and pictures. Do not share your password with anyone besides your teachers and parents.
Linking to other websites to support your thoughts and ideas is recommended. However, be sure to read and review the entire website prior to linking to ensure that all information is appropriate for a school setting.
Do your own work! Do not use other people's intellectual property without their permission. Be aware that it is a violation of copyright law to copy and paste other's thoughts. It is good practice to hyperlink to your sources.
Be aware that pictures, videos, music, and other creative works may also be protected under copyright laws. Verify that you have permission to use the image or other work or that it is under Creative Commons attribution.
How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.
Online work should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work, be sure it is in the spirit of improving the writing.
If you encounter inappropriate material that makes you feel uncomfortable or is not respectful, tell your teacher right away.

## **Agreement**

By signing this agreement, the student and their parent/guardian agree to follow and accept:

- Acceptable Use of Technology Policy (6:235).
- This Chromebook Agreement
- The Website and Social Media Guidelines (above)
- That District 86 owns the Chromebook, software and issued accessories
- If the student ceases to be enrolled in Hinsdale Township High School District 86, the student/parents will return the Chromebook and any related accessories in good working order or pay the full replacement cost of the device and/or accessory. If a student fails to return the Chromebook as directed, the District may, in addition to seeking reimbursement, file a theft report with the appropriate law enforcement agency.
- If a District 86 Chromebook assigned to me is reported or determined to be lost, missing, or stolen, or if I fail to return the Chromebook upon request by the District, the District may use GPS software, in a manner consistent with Board Policy 6:235, to determine the precise location of the lost, missing, stolen, or unreturned Chromebook.

- District 86 may share my child's name and student ID number with Google for the purpose of setting up and using a District 86 Chromebook and the G Suite for Education platform.
- In no event shall District 86 be held liable to any claim of damage, negligence, or breach of duty.
- By signing this Agreement, you waive any and all claims you or your student (and each of your respective heirs, successors, and assigns) may have against District 86, its Board of Education, and its individual Board members, officers, employees, and agents relating to, connected with, or arising from the use of the Chromebook or this Agreement.
- To the fullest extent allowed by law, you agree to indemnify, defend, and hold harmless District 86, its Board of Education, and its individual Board members, officers, employees, and agents from any and all claims, damages, losses, causes of action, and the like relating to, connected with, or arising from the use of the Chromebook or this Agreement.

## Terms & Agreements

# GoGuardian Products Terms of Service and End User License Agreement

Last Updated Date: September 18, 2019

## Introduction

Welcome to GoGuardian! Before using our GoGuardian Offerings, please take the time to review these combined Terms of Service and End User License Agreement (EULA) for GoGuardian offerings, together with any applicable GoGuardian Order Form(s), the [Product Privacy Policy](#), and, if applicable GoGuardian GoGuardian's [Data Processing Addendum](#) (collectively, the "**Agreement**"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 15 (Definitions).

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

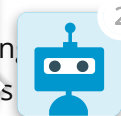
BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING GOGUARDIAN OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS 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 our GoGuardian Offerings in any way.

### IMPORTANT NOTICES:

- Section 13.2 contains provisions governing how consent is obtained and the requirement for binding arbitration and class action waiver.
- You understand that use of the GoGuardian Offerings involves the recording information and communications of all users on the device. Applicable Law. You represent and warrant that you have obtained such requisite consent.

Do you want to learn about GoGuardian products and how they empower students and educators?





- GoGuardian 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 14.1. You are responsible for regularly reviewing your GoGuardian Account and our Website for any changes to the Agreement.

*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 AND GETTING STARTED WITH GOGUARDIAN OFFERINGS

*i. This Section explains establishing and maintaining a GoGuardian Account, including orders for GoGuardian Offerings. This Section also reminds you of the importance of being mindful about the information and settings in your GoGuardian Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.*

GoGuardian makes 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, GoGuardian may offer limited free, trial or beta GoGuardian Offerings at no additional charge.

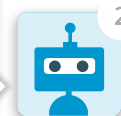
## 1.1 Ordering

You may purchase Subscriptions to our Offerings either directly from GoGuardian or indirectly through one of GoGuardian’s Authorized Resellers. If you purchase a Subscription to a GoGuardian 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 the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any GoGuardian Offering that you acquire from an Authorized Reseller, as well your relationship with GoGuardian as to any products or services you purchase through an Authorized Reseller, and that GoGuardian has 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 GoGuardian Offerings in excess of those provided by GoGuardian 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 GoGuardian 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 for those Add-Ons that you use above your Licensed Capacity. Add-Ons are purchased in addition to your base Subscription.

## 1.2 GoGuardian Accounts and School

Do you want to learn about GoGuardian products and how they empower students and educators?



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

### **1.2.1 Authorized Users**

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

### **1.2.2 School Information**

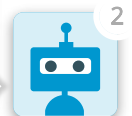
In creating a GoGuardian Account, you agree to (a) provide true, accurate, current and complete information necessary to create a GoGuardian Account and deploy the purchased GoGuardian Offerings on Managed Devices or Accounts, including accurate, up-to-date and complete School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information; and (b) promptly update any such information to maintain its accuracy and completeness. Because proper implementation and operation of the GoGuardian Offerings is dependent on the accuracy, completeness and timeliness of the Personal Student Information, Parent/GoGuardian Information and Association Information, it is of the utmost importance that your School 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 Authorized Users to protect, usernames and passwords associated with GoGuardian Account, and notifying GoGuardian 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 GoGuardian 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 GoGuardian Offerings as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established for monitoring Managed Devices or Accounts and accept/authorize/authorization of such monitoring. If you have questions about any settings or settings associated with Managed Devices or Accounts, please visit our [Help Center](#) and/or contact [support@goguardian.com](mailto:support@goguardian.com).

Do you want to learn about GoGuardian Account, GoGuardian's products and how they empower students and educators?



## **1.3 Payment Terms**

Fees due for initial orders, any Add-Ons, and any renewals of GoGuardian Offerings shall be set forth in the applicable Order Form (“**Fees**”). Fees for purchases made directly from GoGuardian shall be paid within thirty (30) days of the date of GoGuardian’s 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 GoGuardian.

Upon notice to you, GoGuardian may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. GoGuardian may increase any Fees that are not specified in an Order Form between you and GoGuardian at any time, with or without notice to you. GoGuardian may allow you to continue using a free, trial or beta GoGuardian 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.

## 2. GOGUARDIAN OFFERINGS

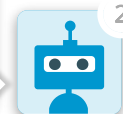
i. *This Section explains more about the GoGuardian Offerings to which you have subscribed, including updates and linkage with other third party integration software that GoGuardian makes available to you. GoGuardian Offerings may experience downtime or suspend access in certain situations.*

### 2.1 Access and Updates to GoGuardian Offerings.

GoGuardian will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, GoGuardian may also make updates to its Offerings to you, including to improve its GoGuardian Offerings. You agree that GoGuardian may automatically install updates, upgrades, and additional features to the GoGuardian Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary. You acknowledge and agree that any obligation GoGuardian may have to support previous version(s) of a GoGuardian Offering may end when an update, upgrade, and/or additional feature is made available for the GoGuardian Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are made available for the GoGuardian Offering. If we make any material changes to a GoGuardian Offering interface or by sending you an email, you agree to accept such changes as part of the agreement.

### 2.2 Downtime and Suspension of GoGuardian Offerings.

Do you want to learn about GoGuardian products and how they empower students and educators?



You acknowledge that you may experience downtime (a) as a result of GoGuardian conducting maintenance; or (b) in connection with a force majeure event (as described in Section 14.5). In addition, you acknowledge that GoGuardian, may at its discretion, suspend your access to the GoGuardian Offerings for your breach of this Agreement, if GoGuardian has 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 GoGuardian deems it reasonably necessary to avoid or mitigate harm to GoGuardian, you, any other of GoGuardian’s 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 GoGuardian Offerings.

GoGuardian may allow you to access certain third party software or offerings through your GoGuardian 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 “GoGuardian Offerings” under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to GoGuardian Offerings hereunder. The availability of any Integration Offering through GoGuardian Offerings does not imply GoGuardian’s endorsement of or affiliation with the provider of such Integration Offering. GoGuardian does not control Integration Offerings and will have no liability to you in connection with any Integration Offering. GoGuardian has 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 GoGuardian to disclose School Profile Information, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and School Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF 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).

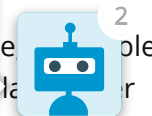
## 3. YOUR USE OF GOGUARDIAN OFFERINGS AND YOUR RESPONSIBILITIES

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

### 3.1 License Grant to You; Restrictions

GoGuardian hereby grants to School a limited, non-exclusive license and right to use the specific GoGuardian Offerings described in the GoGuardian Offerings Documentation, during the Subscription Term and solely for School’s internal business purposes.

Do you want to learn about GoGuardian products and how they empower students and educators?



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 GoGuardian Offering or User Documentation, or otherwise provide access to any portion of any GoGuardian Offering or User Documentation to any third party (other than Authorized Users as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of the GoGuardian Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using GoGuardian's name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any GoGuardian 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 GoGuardian Offering or User Documentation; (f) access any GoGuardian Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any GoGuardian Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without GoGuardian's prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any GoGuardian Offering or User Documentation. Any future release, update or other addition to any GoGuardian Offering shall be subject to this Agreement. GoGuardian and its suppliers reserve all rights not granted in this Agreement. Any unauthorized use of a GoGuardian Offering terminates School's right to use all GoGuardian Offerings.

### 3.2 School Responsibilities

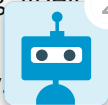
School will (a) be responsible for Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Guardian/Parent Information, and School 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 GoGuardian Offerings, and notify GoGuardian promptly of any such unauthorized access or use, (d) use the GoGuardian 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 uses a GoGuardian Offering. Any use of a GoGuardian Offering in breach of the foregoing by School or any Authorized User that in GoGuardian's judgment threatens the security, integrity or availability of a GoGuardian Offering may result in immediate suspension of access to any or all GoGuardian Offerings.

### 3.3 General Acceptable Use Policy

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

- On any computers and/or accounts on which you do not have the right to use the GoGuardian Offerings cannot be legally and rightfully used.
- To do anything, including posting information that is defamatory, harassing, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, or in violation of applicable law.
- To intentionally violate another person's privacy rights under Applicable Law.

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- For commercial purposes (beyond School’s internal business purposes).
- To do anything to burden, compromise, or interfere with any GoGuardian 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 GoGuardian with Feedback about whether a GoGuardian Offering meets your needs. Because these offerings are different from paid Subscriptions, there are special terms for them.*

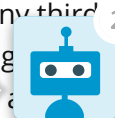
### 4.1 Free or Trial Subscriptions

If GoGuardian makes a GoGuardian Offering available to you on a free or trial basis, it is so you can use the GoGuardian Offering before purchasing a Subscription to determine if the offering meets your needs. Trial subscriptions to a GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the GoGuardian Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provides the GoGuardian 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 GoGuardian Offering during the trial period.

### 4.2 Beta Offerings

GoGuardian sometimes makes new GoGuardian Offerings or features within existing GoGuardian Offerings available on a beta basis (“beta GoGuardian Offerings”). Beta GoGuardian Offerings are generally prerelease or untested products or features. Features or offerings labeled as “alpha,” “beta,” or “test” within the interface of a GoGuardian Offering are beta GoGuardian Offerings subject to this Section. Unless otherwise agreed in writing by School and GoGuardian, any GoGuardian Offering or feature provided as a beta GoGuardian Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, GoGuardian (a) may discontinue the beta GoGuardian 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 discontinuation under the circumstances); (b) provides the beta GoGuardian 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 beta GoGuardian Offering during the trial period. Additionally, as consideration for access to and

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(1) treat the beta GoGuardian Offering as GoGuardian's Confidential Information; and (2) provide regular Feedback about the beta GoGuardian Offering, if requested.

## 5. TERM, TERMINATION

i. *This Section explains the duration of this Agreement as well as your and GoGuardian's 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 GoGuardian's uncured material breach or GoGuardian terminates 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 GoGuardian of) the Fees allocable to the unused portion of the Subscription Term.

### 5.3 Effect of Termination or Expiration

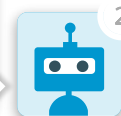
Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the GoGuardian Offerings or User Documentation, and immediately will cease accessing and/or using the GoGuardian Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any GoGuardian Offerings and User Documentation, and returning 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, and 15.

## 6. INTELLECTUAL PROPERTY

i. *This Section explains that we ask that you please pro*

### 6.1 Ownership

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GoGuardian or its Affiliates (or their licensors) own all right, title and interest in and to the GoGuardian Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the GoGuardian Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, GoGuardian and its Affiliates reserve all rights, title and interest in and to the GoGuardian Offerings and the GoGuardian Information, including, without limitation, all related intellectual property rights. GoGuardian’s and its Affiliates’ service marks, logos and product and service names (the “**GoGuardian Marks**”) are owned by GoGuardian or its Affiliates. You agree not to display or use any GoGuardian Marks in any manner without GoGuardian’s 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 GoGuardian or GoGuardian Offerings, such as suggestions made by School or any Authorized Users for corrections, updates, alterations, changes, or modifications to the GoGuardian Offerings (“**Feedback**”) will be the property of GoGuardian and you hereby assign any rights in such Feedback to GoGuardian, without payment to you.

## 6.3 Protection of GoGuardian’s Rights

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

# 7. CONFIDENTIALITY

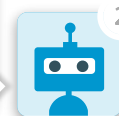
*i. This Section explains that you and GoGuardian both want to respect each other’s Confidential Information.*

**As a reminder, GoGuardian’s [Product Privacy Policy](#) explains GoGuardian’s commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, and nothing in this Section 7 limits the parties’ respective rights or obligations under GoGuardian’s [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, each party agrees to treat all Education Records as Confidential Information to the extent permitted under FERPA.**

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agree to only to the



# 8. PRIVACY AND DATA



i. This Section explains that you and GoGuardian each have responsibilities to help protect the privacy of data in the GoGuardian Offerings. GoGuardian's [Product Privacy Policy](#) explains, in more detail, how GoGuardian protects information.

## 8.1 GoGuardian 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 collected through the GoGuardian Offerings, including any trial or beta GoGuardian Offerings. GoGuardian relies 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 GoGuardian Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form provided to School. For transparency and informational purposes, GoGuardian also distributes this COPPA Notice and Disclosure Form to 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, GoGuardian's [Data Processing Addendum](#) also applies to your use of the GoGuardian Offerings. School hereby authorizes GoGuardian to use School Information in accordance with this Agreement, the [Product Privacy Policy](#) and, to the extent applicable, the [Data Processing Addendum](#).

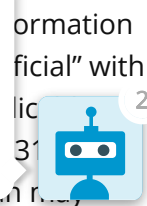
## 8.2 School Privacy Responsibilities

You represent and warrant to GoGuardian that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information through and in connection with the GoGuardian Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, 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 GoGuardian Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's GoGuardian 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 School staff about your use of GoGuardian Offerings. More specifically, we recommend that you provide such persons with a copy of GoGuardian's [Product Privacy Policy](#), GoGuardian's COPPA Notice and Disclosure Form, and GoGuardian's form Parental Letter, and any other parental information made available by GoGuardian.

## 8.3 Educational Records; FERPA

To the extent we collect, through the provision or maintenance of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information, information that constitutes an Education Record, the parties agree that the collection, use, and disclosure of such information is for "legitimate educational interests" in School's students' education, and that the collection, use, and disclosure of such information is acting under another applicable FERPA exception listed in 20 U.S.C. § 12321(a)(1), such as the "directory information" exception. School agrees to use School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information in accordance with this Agreement, the [Product Privacy Policy](#), and, to the extent applicable, the [Data Processing Addendum](#).

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Information and/or School Log and Cookie Information for the purpose of providing the GoGuardian Offerings and related functions. GoGuardian's [Product Privacy Policy](#) explains how GoGuardian cooperates 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 GoGuardian 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, 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 GoGuardian has no obligation to resolve or intervene in such disputes.

## 8.5 Disclosure of School Information

You acknowledge, consent, and agree that GoGuardian 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 GoGuardian [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 GoGuardian, its users, and/or the public.

# 9. ALERTS AND NOTIFICATIONS

*i. This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features. It is important for you to understand these features and review alerts and notifications carefully and 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. GoGuardian does not review alerts generated through any of the GoGuardian Offerings or take any a

Your escalation and notification list for such alert and/or notification from a GoGuardian Offering may change from time to time, in response to changes in School Profile Information, Authorized School 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

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example, the relationship of an Authorized Personnel User or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.1.2, 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.

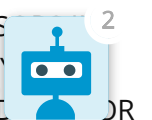
Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon, your School represents and warrants that your School: (1) has an up-to-date and easily available suicide prevention policy; (2) has a suicide prevention program; and (3) your School 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.

## 10. WARRANTIES, DISCLAIMER, AND RELEASE

i. *This Section explains that GoGuardian strives to provide your School with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.*

GoGuardian provides the GoGuardian 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 GoGuardian Offerings. ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH GOGUARDIAN 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 GOGUARDIAN 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 GOGUARDIAN PARTIES MAKE NO WARRANTY THAT ANY GOGUARDIAN 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, GUARDIAN/PARENT INFORMATION AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL OF COMMUNICATIONS AND INTERACTIONS BASED ON THE GOGUARDIAN OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. GOGUARDIAN IS NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT GOGUARDIAN AND THE OTHER GOGUARDIAN PARTIES ARE UNDER NO OBLIGATION TO PROVIDE ANY OF THE GOGUARDIAN OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SCHOOL HEREBY RELEASES EACH OF THE GOGUARDIAN PARTIES FROM ANY CLAIMS, DAMAGES, AND DEMANDS, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED PERSONNEL USER, OR ANY OTHER USER OF THE GOGUARDIAN OFFERINGS OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY

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GOGUARDIAN 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.

## 11. INDEMNIFICATION

School agrees, **to the extent permitted by its state's laws**, to indemnify, defend and hold GoGuardian and the other GoGuardian 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, Parental/Guardian Information, Personal Student Information, and School's selection of settings in the GoGuardian 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; and (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts. 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 11, and in any event, School agrees to cooperate with us in asserting any and available defenses.

## 12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

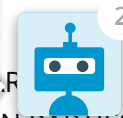
### 12.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOGUARDIAN OR ANY OTHER GOGUARDIAN 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 GOGUARDIAN OFFERING, EVEN IF GOGUARDIAN OR THE OTHER GOGUARDIAN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, GOGUARDIAN 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 GOGUARDIAN OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

### 12.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF GOGUARDIAN AND ANY OTHER GOGUARDIAN PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO

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USE A GOGUARDIAN OFFERING (WHETHER ORDERED DIRECTLY FROM GOGUARDIAN 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 PAID BY SCHOOL (WHETHER TO GOGUARDIAN OR AN AUTHORIZED RESELLER) FOR THE GOGUARDIAN 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 GOGUARDIAN'S 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.

## 12.3 Basis of the Bargain

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

# 13. GOVERNING LAW AND DISPUTE RESOLUTION

## 13.1 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.

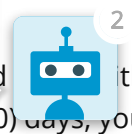
## 13.2 Dispute Resolution; Binding Arbitration; Class Action Waiver ("Arbitration Agreement")

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any GoGuardian Offering, any person's access to and/or use of a GoGuardian Offering, and/or the provision of content, features, and/or technology on or through a GoGuardian 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 GoGuardian, 2030 E Maple Ave, El Segundo, CA 90245. GoGuardian 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 the dispute through negotiations within thirty (30) days from the date that any notice of a claim is sent. After thirty (30) days, you or GoGuardian may resort to the other alternatives described in this Section 13.2.1. Notwithstanding the

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from AND by nation, we



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 a GoGuardian Offering.

### 13.2.1 Binding Arbitration

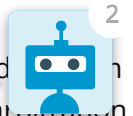
*Arbitration Rules and Forum* Except as otherwise specifically set forth below, any Claims between you and GoGuardian, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding 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 is a United States public and accredited educational institution and School's 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](http://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 you and GoGuardian. 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* Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any GoGuardian Offering shall not be subject to arbitration under this Section 13.2.1. In addition, you or GoGuardian may choose to pursue a Claim in small claims court where jurisdiction and venue over you and GoGuardian 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 the award and statement of decision, shall be strictly confidential and shall not be disclosed to any third party, except as required by law. This confidentiality obligation shall not be waived by the submission to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

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## 13.2.2 Class Action Waiver

YOU AND GOGUARDIAN HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and GoGuardian 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.

# 14. MISCELLANEOUS

## 14.1 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 GoGuardian 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 GoGuardian 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 GoGuardian Offerings is permitted. If you do not agree to any change(s), you agree to stop using the GoGuardian Offerings, and emailing us at [accountcancellation@goguardian.com](mailto:accountcancellation@goguardian.com). Otherwise, your continued use of the GoGuardian Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

## 14.2 Entire Agreement

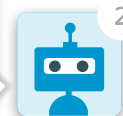
This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), constitutes the entire agreement between you and GoGuardian with respect to the subject matter hereof and supersedes all prior agreements between you and GoGuardian and any other contractual obligations GoGuardian or you may have to the other, whether written or oral, relating to the same subject matter. GoGuardian rejects additional or conflicting terms of School's form-purchasing document. The headings of this Agreement are for readability only and do not constitute terms.

## 14.3 Language

You agree that this Agreement and all related documents shall be governed by the laws of the State of California.

## 14.4 Severability

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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.

## 14.5 Force Majeure

The failure of GoGuardian 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 the control of GoGuardian (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

## 14.6 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.

## 14.7 Electronic Communications

The communications between you and GoGuardian may take place via electronic means, whether you use a GoGuardian Offering or send GoGuardian e-mails, or whether GoGuardian posts notices on or through any GoGuardian Offering or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from GoGuardian in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GoGuardian provides 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.

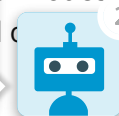
## 14.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without GoGuardian's 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.

## 14.9 Notice

Where GoGuardian requires that you or any Authorized User provide an e-mail address, you are responsible for ensuring that GoGuardian is provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to GoGuardian is not valid, or for any reason is not capable of receiving any notices required of the e-mail containing such notice to such address you may give notice to GoGuardian at the following address: 20000 North Central Expressway, Suite 200, Dallas, TX 75241. Such notice shall be deemed given when received by GoGuardian by first class delivery service or first class postage prepaid mail at the address above.

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## 14.10 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.

## 14.11 Export Control

You may not use, export, import, or transfer any GoGuardian Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the GoGuardian Offering, and any other Applicable Laws. By using any GoGuardian 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 GoGuardian Offering, or deploy any GoGuardian 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.

# 15. DEFINITIONS

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

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

**15.2 Activity Information** means information about online account and activity collected by a GoGuardian Account in connection with Managed Devices or Accounts, including chats (within GoGuardian Teacher), a student’s browsing history, IP address automatically collected by GoGuardian, online content, snapshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming.

**15.3 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.

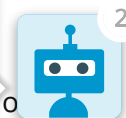
**15.4 Applicable Law** means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the GoGuardian Offerings, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), and the Applicable Mental Health Laws.

**15.5 Applicable Mental Health Law** means any federal law, state law, or local ordinance that applies to School’s suicide and self-harm program and use of GoGuardian products, including but not limited to staff training, certain suicide staff roles such as suicide intervention, and post-intervention policies.

**15.6 Association Information** means information associated with a Managed Device or Account to a particular Managed Device or Account, as well as information about

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Applicable to mandating attention,



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.

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

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

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

**15.10 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 GoGuardian Teacher, GoGuardian-generated unique account identifiers, and other relevant unique identifiers.

**15.11 Confidential Information** means (a) any software utilized by GoGuardian in the provision of the GoGuardian Offerings 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.

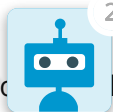
**15.12 Deidentified Information** means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably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

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

**15.14 GoGuardian Account** means an account created or more GoGuardian Offerings for which School has a access and use of the GoGuardian Offering by School a

**15.15 GoGuardian Information** means (a) all Deident GoGuardian independently and without access to, reference to or use of any School Account Information or

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

**15.16 GoGuardian Offering(s) or our Offerings** mean GoGuardian’s suite of products and services including Professional Services, other than GoGuardian’s Website.

**15.17 GoGuardian Parties** means GoGuardian, its Affiliates, licensors, and suppliers, and their respective officers, directors, employees, shareholders, agents and representatives.

**15.18 Licensed Capacity** means the number of licenses to a GoGuardian Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering, the number of accounts, authorized devices, installations, seats).

**15.19 Managed Device or Account** means any device and/or account of a student or user for which School deploys a GoGuardian Offering for such purpose in accordance with the terms of this Agreement.

**15.20 Order Form** means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the GoGuardian Offering(s) to be provided and which is either executed or submitted by School, and then accepted by GoGuardian or one of its Authorized Resellers. Each Order Form identifies the purchased GoGuardian 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 indicates that any School Affiliates will be receiving access to the GoGuardian Offering(s) hereunder, each of them will be bound by the terms of this Agreement as if they were an original party hereto.

**15.21 Parent/Guardian Information** means any data or information provided, submitted, or made available in a GoGuardian 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).

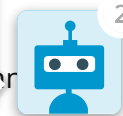
**15.22 Personal Student Information** means information provided, submitted, or made available in a GoGuardian Offering about a student user of a Managed Device or Account (including, the student’s School managed account information, Activity Information, grade and attendance data, and location information 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 K-12 School, including Educational Records defined herein.

**15.23 Professional Services** means any of GoGuardian’s supplemental technical, training, support, consulting or implementation services that GoGuardian provides to School as set forth in an Order Form. Any purchased Professional Services shall be deemed GoGuardian Offerings hereunder.

**15.24 School** means the school, school district, corporation, organization or other legal entity identified on an Order Form on whose behalf the individual accepts that school, school district, corporation, organization or other legal entity for so long as they remain Affiliates).

**15.25 School Account Information** means School Product Information, and Association Information.

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

**15.27 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 GoGuardian Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of GoGuardian

**15.28 School Profile Information** means the name, email address, and phone number of the individual ordering the GoGuardian Offering on School's behalf, as well as the School's name, address, billing address, number of devices, number of students, and network configuration, and to the extent a GoGuardian Account is created for School, the GoGuardian password.

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

**15.30 Subscription Term** means the period of time for which School subscribes (whether through a standard license or as part of a trial or beta license) to a particular GoGuardian 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.

**15.31 User Documentation** means GoGuardian's online user guides, documentation, and help and training materials, as may be updated by GoGuardian from time to time, accessible at <https://help.goguardian.com/hc/en-us> or such other URL as indicated by GoGuardian from time to time, and any other materials provided by GoGuardian as part of the GoGuardian Offerings.



GoGuardian provides device management solutions that keep students safer online and make teaching easier.



Made with ❤️ in California

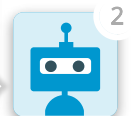
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[Website Terms](#) • [We](#)

[Responsible Security](#)

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## Solutions

GoGuardian on Windows

Careers

- Parent App
- Classroom Management
- Filtering & Monitoring
- DNS Network Filtering
- Asset Tracking
- Engagement Analytics
- Suicide Prevention

- Leadership
- Newsroom
- Brand Guidelines
- Trust & Privacy
- Reseller Information
- Partner Portal
- Contact Us
- Sitemap

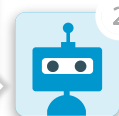
### Product Support

- GoGuardian Help Center
- Admin Support
- Teacher Support
- Beacon Support
- DNS Support
- Fleet Support
- Director Support
- Training Videos
- Status Page

### Resources

- Pricing
- Research & Insights
- Resource Hub
- GoGuardian Blog
- Live Events & Webinars
- Self-Harm & Suicide Resources
- Success Stories
- ISTE

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**AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN THE BOARD OF  
EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND  
LIMINEX, INC., DBA GOGUARDIAN**

This Amendment is entered into on the last date of signature below, by and between the Board of Education of Hinsdale Township High School District No. 86 (“**School**”) and Liminex, Inc. dba GoGuardian (“**GoGuardian**”) and modifies the terms and conditions of the Agreement entered into between the parties. This Amendment shall be effective as of last date of signature below (“**Effective Date**”) and shall continue coterminous with the license length provided on the Order Form.

**RECITALS**

**WHEREAS**, School desires to execute an Order Form with GoGuardian for the use of GoGuardian Admin and GoGuardian Teacher; and

**WHEREAS**, incorporated into the Order Form are the GoGuardian Terms of Service and End User License Agreement (“**Terms**”) (available at [www.goguardian.com/eula.html](http://www.goguardian.com/eula.html) as may be updated from time to time in accordance with the terms therein), as well as the Privacy Policy for Product Uses (“**Privacy Policy**”) (available at [www.goguardian.com/productPrivacy.html](http://www.goguardian.com/productPrivacy.html)) as may be updated from time to time in accordance with the terms therein), each prepared by GoGuardian, copies of which are attached hereto as Exhibit A and Exhibit B, respectively; and

**WHEREAS**, the Order Form, Terms and Privacy Policy collectively form the Agreement; and

**WHEREAS**, in providing its services under the Agreement, GoGuardian is acting as a school official with a legitimate educational or administrative interest in the data and is under the direct control of the School with respect to the use and maintenance of School data in accordance with FERPA; and

**WHEREAS**, data shared with GoGuardian by School may include personally-identifiable information about students of Hinsdale Township High School District No. 86 and may qualify as “student record” information under the *Illinois School Student Record Act* (“**ISSRA**”) and “education record” information under the *Family Educational Rights and Privacy Act* (“**FERPA**”), which are protected from disclosure to unauthorized parties; and

**WHEREAS**, GoGuardian agrees to maintain any and all Personal Student Information confidentially and privately, in accordance with ISSRA and FERPA, and all other applicable laws, rules and regulations, and GoGuardian’s promises of confidentiality and privacy are material terms of the contract between the parties; and

**WHEREAS**, the parties desire to enter into the Agreement as amended by this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the Parties agree to the following terms and conditions:

1. **Recitals**. The parties have relied upon the recitals above, and they are incorporated into this Amendment by reference.
2. **Conflict of Terms**. The terms and conditions of this Amendment shall control over the Agreement and any other document incorporated into and made a part of the Agreement regardless of whether the Agreement or incorporated documents are allowed to be revised subsequent to the execution of this Amendment. Unless specifically defined in this Amendment, all capitalized terms shall have the meaning set forth in the Agreement.
3. **Renewal Subscription Terms**. Notwithstanding anything in the Order Form or the Agreement to the contrary, this Agreement shall not automatically renew. Any extension of this Agreement must be set forth in writing.
4. **School Information**. Delete the second paragraph of Section 1.2.2 of the Terms and insert the following in lieu thereof:

Without limiting our responsibility under Applicable Law and under this Agreement, you agree to take commercially reasonable efforts to maintain the confidentiality and security of School Account Information, including requiring Authorized Users to protect usernames and passwords associated with GoGuardian Account, and notifying GoGuardian promptly if you know that (1) usernames and passwords are known by someone other than the applicable Authorized User; and/or (2) your GoGuardian Account (including any individual Authorized User account) has been compromised.

5. **Account Settings**. Add the following to the end of Section 1.2.3 of the Terms: “Nothing in this Section, however, shall relieve us from our obligations under this Agreement and our obligation to comply with Applicable Law regarding the release or dissemination of any Personal Student Information.”
6. **Payment Terms**. Notwithstanding anything in the Agreement to the contrary, all payments due under this Agreement shall be made in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.), as applicable. Further, notwithstanding anything in the Agreement to the contrary, the School shall not be charged any sales or uses taxes as it is a public school exemption from such taxes. School shall provide GoGuardian with a copy of its sales tax exemption certificate upon request.
7. **Confidentiality**. Notwithstanding anything in the Agreement to the contrary, GoGuardian acknowledges that School is a public body subject to the Illinois *Freedom of Information Act* (“FOIA”).
8. **Limitation of Liability**. Section 12.2 (“Cap on Liability”) of the Terms is modified to read
  - a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR

GOGUARDIAN'S UNAUTHORIZED DISCLOSURE OF PERSONAL STUDENT INFORMATION IN VIOLATION OF FERPA AND/OR ISSRA, THE AGGREGATE LIABILITY OF GOGUARDIAN AND ANY OTHER GOGUARDIAN PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE A GOGUARDIAN OFFERING (WHETHER ORDERED DIRECTLY FROM GOGUARDIAN 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 PAID BY SCHOOL (WHETHER TO GOGUARDIAN OR AN AUTHORIZED RESELLER) FOR THE GOGUARDIAN OFFERING 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. SCHOOL AGREES THAT GOGUARDIAN'S 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 MAY NOT APPLY TO SCHOOL.

- b. IN THE EVENT OF GOGUARDIAN'S UNAUTHORIZED DISCLOSURE OF PERSONAL STUDENT INFORMATION IN VIOLATION OF FERPA AND/OR ISSRA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF GOGUARDIAN AND ANY OTHER GOGUARDIAN PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT 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 THREE (3) TIMES THE FEES PAID BY SCHOOL (WHETHER TO GOGUARDIAN OR AN AUTHORIZED RESELLER) FOR THE GOGUARDIAN OFFERING 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. SCHOOL AGREES THAT GOGUARDIAN'S 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 MAY NOT APPLY TO SCHOOL.

9. **Indemnity.** Delete Section 11 of the Terms in its entirety and insert the following in lieu thereof:



- a. GoGuardian Indemnification. GoGuardian shall indemnify and hold harmless School, its individual Board Members and employees, from and against all claims, costs, damages, or expenses (including reasonable attorneys' fees) ("Claims") against School up to and not to exceed, in aggregate, three (3) times what School paid GoGuardian for the GoGuardian Offering(s) giving rise to such claim, for any third party Claim to the extent such Claim is caused by GoGuardian's unauthorized disclosures of Personal Student Information in violation of FERPA and/or ISSRA. The foregoing obligations are conditioned on School notifying GoGuardian promptly in writing of such action, School giving GoGuardian sole control of the defense thereof and any related settlement negotiations, and School cooperating and, at GoGuardian's reasonable request and expense, assisting in such defense.
- b. School Indemnification. School shall indemnify and hold harmless GoGuardian (including GoGuardian Parties) from and against all claims, costs, damages, or expenses (including reasonable attorneys' fees) ("Claims") against GoGuardian (including GoGuardian Parties) up to and not to exceed, in aggregate, three (3) times what School paid GoGuardian for the GoGuardian Offering(s) giving rise to such claim, for any third party Claim to the extent such Claim is caused by School's unauthorized disclosures of Personal Student Information in violation of FERPA and/or ISSRA. The foregoing obligations are conditioned on GoGuardian notifying School promptly in writing of such action, GoGuardian giving School sole control of the defense thereof and any related settlement negotiations, and GoGuardian cooperating and, at School's reasonable request and expense, assisting in such defense.

**10. Governing Law and Dispute Resolution.** Delete subsection of Section 13.1 of the Terms in their entirety and insert the following as Section 13.1 ("Governing Law and Venue"): "The Agreement shall be governed by Illinois law without regard to conflict of law principles and any suit related to or connected with the Agreement in anyway shall be brought in the DuPage County Circuit Court or the U.S. District Court, Northern District, Eastern Division, as the case may be." Additionally, subsection 13.2.1 ("Binding Arbitration") is deleted in its entirety.

**11. Force Majeure.** Add the following to the end of Section 14.5 of the Terms: "Notwithstanding the above, however, GoGuardian shall take commercially reasonable actions to mitigate any delays or damages caused by a Force Majeure."

**12. Assurances of Confidentiality and Privacy.** Notwithstanding anything in the Agreement to the contrary, GoGuardian agrees:

- a. to maintain the confidentiality and privacy of Personal Student Information, in accordance with ISSRA and FERPA;
- b. to make all Personal Student Information in GoGuardian's possession available to the School upon the School's request in accordance with applicable law;

c. to notify the Superintendent of the School or his/her designee in the case of any breach of Personal Student Information, within the most expedient time possible and without unreasonable delay, but not later than 30 calendar days after the determination that a breach has occurred and respond to any such breach according to industry standards.

**13. Survival.** To the extent GoGuardian is permitted to maintain any Personal Student Information beyond the term of the Agreement, the GoGuardian's obligations imposed by this Amendment will survive any expiration or termination of the Agreement for so long as GoGuardian continues to retain Personal Student Information. Provided, however, any indemnification obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent that the actions or omissions giving rise to the indemnification claim occurred prior to the expiration or termination of this Agreement or, if related to GoGuardian's actions or omissions related to Personal Student Information, occurred prior to GoGuardian's deletion of such Personal Student Information subject to the conditions of Section 9 (Indemnification).

**14. Compliance with Laws.** GoGuardian shall comply with all Applicable Laws in providing the services under the Agreement, which shall specifically include compliance with, as applicable, the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*) and the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e).

**15. Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper corporate authority to execute this Amendment, to bind his/her entity to the terms hereof and to amend the Agreement in accordance with the terms set forth herein.

**16. Notices.** Notwithstanding anything in the Agreement to the contrary, any correspondence related to termination of this Agreement, a change in terms or services or a default or breach of this Agreement shall be provided in writing to Keith Bockwoldt at [kbockwol@hinsdale86.org](mailto:kbockwol@hinsdale86.org) and at Hinsdale Township High School District 86, 5500 South Grant Street, Hinsdale, IL 60521.

**17. Exercising Judgment and Discretion.** Both parties shall exercise its judgment and discretion in a reasonable manner under this Agreement.

**18. Insurance.** GoGuardian shall maintain cyber liability insurance in commercially reasonable amounts during the term of this Agreement, on an occurrence or claims made basis, and shall name the School and its individual Board Members and its employees as additional insureds thereon.

This Amendment is entered into as of the date set forth above.

**BOARD OF EDUCATION:  
OF HINSDALE TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 86**

By: [Signature]  
Its: Chief Information Officer  
Date: 12/21/19

**LIMINEX, INC., DBA GOGUARDIAN**

By: [Redacted Signature]  
Its: Senior Counsel  
Date: 12/21/2019

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