

Colorado Student Privacy Addendum

This Colorado Student Privacy Addendum ("**Colorado Addendum**") to Liminex Products Terms of Service and End User License Agreement ("**EULA**") (currently available at <https://www.goguardian.com/policies/eula> as updated from time to time in accordance with the terms therein) and incorporated Product Privacy Policy ("**Product Privacy Policy**") (currently available at <https://www.goguardian.com/policies/product-privacy>) (together, EULA and Product Privacy Policy as the "**Agreement**") forms part of the Agreement by and between Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("**Liminex**") and Liberty Common School ("**your School**" and together with Liminex, the "**Parties**"). This Colorado Addendum shall be effective as of the last date of signature below and shall continue coextensive to the term of the Agreement.

For the purposes of this Colorado Addendum, "Local Education Provider" and "Public Education Entity" shall be as defined by C.R.S. § 22-16-101 et seq. All other capitalized terms in this Colorado Addendum shall retain the same meaning as in the Agreement.

In accordance with C.R.S. § 22-16-101 et seq. and applicable law, the Parties hereby agree as follows:

1. Liminex shall provide clear information that is reasonably understandable by a layperson explaining the data elements of Personal Student Information that Liminex collects, and how Liminex uses and shares the Personal Student Information. The information must include all Personal Student Information that Liminex collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Liminex shall provide the information to your School in a format that is easily accessible through a website. Liminex shall update the information as necessary to maintain the accuracy of any material provisions.
2. Liminex shall provide clear notice to your School before making material changes to the Product Privacy Policy.
3. Liminex shall cooperate with your School and correct any factually inaccurate Personal Student Information requested by a contracting Local Education Provider in response to a request for correction that the Local Education Provider receives and responds to in accordance with section C.R.S. § 22-16-112 (1)(c).
4. Upon discovering the misuse or unauthorized release of Personal Student Information held by Liminex, Liminex shall notify your School in a commercially reasonable amount of time, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of the contract.
5. Liminex may collect, use, and share Personal Student Information only for the purposes authorized in the contract between Liminex and your School, with the consent of the student who is the subject of the information or the student's parent/guardian, or as otherwise set forth in the Agreement.
6. Liminex must obtain the consent of the student or the student's parent/guardian before using Personal Student Information in a manner that is materially inconsistent with the Agreement or materially inconsistent with the contract between Liminex and your School that applies to the collection of the Personal Student Information.

7. Liminex shall not:
 - a. sell Personal Student Information;
 - b. use or share Personal Student Information for purposes of targeted advertising to students; or
 - c. use Personal Student Information to create a personal profile of a student other than for supporting purposes authorized by your School, with the consent of the student or the student's parent/guardian, or in accordance with the Agreement.
8. Liminex shall maintain various technical, administrative, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of Personal Student Information.
9. During the term of a contract between Liminex and your School, if your School instructs Liminex in writing to destroy Personal Student Information, Liminex shall delete Personal Student Information in a commercially reasonable amount of time unless:
 - a. Liminex obtains the consent of the student or the student's parent/guardian to retain the student's Personal Student Information;
 - b. The student has transferred to another Public Education Entity and the receiving Public Education Entity or your School has requested that Liminex retain or transfer the student's Personal Student Information; or
 - c. Liminex is required to retain such Personal Student Information to comply with its legal obligations with law enforcement, resolve disputes, or enforce its agreements.
10. Your School's account will be considered to be terminated 365 days after all of your School's Liminex licenses expire without use, reactivation, or renewal by your School. At this time, if your School has not instructed Liminex to delete Personal Student Information, Liminex will de-identify and/or delete your School's Personal Student Information within a commercially reasonable period of time as long as that information is not necessary to comply with our legal obligations, resolve disputes, or enforce Liminex's agreements.

If any provision of this Colorado Addendum conflicts with a provision in the Agreement and is otherwise incapable of being construed in conjunction with the Agreement, the terms of this Colorado Addendum shall take precedence to the extent of such conflict. Any violation or breach of this Colorado Addendum shall, except as otherwise prohibited by law, be subject to all disclaimers and limitations on liability as set forth in the EULA. For avoidance of doubt, all other provisions and terms in the Agreement remain in full force and effect. Additionally, this Colorado Addendum is solely between the Parties and shall have no effect upon the terms for any other individual or entity subject to the EULA.

Signed and Agreed:

For and on behalf of Liberty Common School

Signature: Sean Lewis

Name: Sean Lewis

Title: Director of IT

Dated: 4/12/2024

**For and on behalf of Liminex, Inc. dba
GoGuardian and Pear Deck Learning, and
acting on behalf of itself and its Affiliates**

Signature: DocuSigned by:
Caryn Wetmore

Name: Caryn Wetmore

Title: Senior Counsel

Dated: 4/23/2024