KIPP Chicago Schools
and Sachi Tech, Inc. D.B.A. Pikmykid
Data Privacy and General Terms Addendum (Student Data)

This Data Privacy Addendum (the "Addendum") by and between KIPP Chicago Schools (the "**School**") and Sachi Tech, Inc. D.B.A. Pikmykid (the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the agreement between the Parties, attached as Exhibit A, and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School Data

As used in this Addendum, "School Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;

- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);

- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and

- All other non-public information, including student data, metadata, and user content, of the School's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the School the products and/or services outlined in Exhibit B to this Addendum.

2.2 *School Data Provided*. To allow the Company to provide the products and/or services described in *Section 2.1*, the School will provide the following categories or types of School Data to the Company in Exhibit C.

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School for the School to access the Company's products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

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2.4 *Publication of Agreement and Subcontractors.* Under SOPPA, the School must publish the Company's name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School Data may be disclosed. The Company agrees to provide to the School prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published or a link to a list of subcontractors and shall update this list by January 1 and July 1 each year of the Agreement.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232 h; and the Illinois Children's Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 *et seq*.

4. Data Ownership and Use

4.1 *Data Ownership and Control.* The School Data and any intellectual property rights thereto remain the property of and under the control of the School. The Company does not obtain any right, title, or interest in any of the School Data furnished by the School.

4.2 *School Access to Data.* Any School Data in the possession or under the control of the Company shall be made available to the School upon request by the School. The Company shall be responsible to provide copies of or access to School Data in the possession or under the control of the Company to the School within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.

4.3 *Company Use of Data*. The Company may use and disclose the School Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:

   4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional

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service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School Data. The Company agrees that it will use the School Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School and its end users; (2) will not share, disclose, or re-disclose the School Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School, or pursuant to a court order; (3) will not use School Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School.

    4.3.2 <u>PPRA Requirements.</u> With respect to the Company's collection, disclosure, or use of School Data as governed by the PPRA, the Company's collection, disclosure, or use of any School Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School Data for any purpose other than the School's purpose.

    4.3.3 <u>COPPA Requirements.</u> To the extent applicable, the Company agrees that its use of the School Data will be solely for the benefit of the School's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School's purpose, including any other commercial purpose.

4.4   *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School Data during the term of the Agreement to comply with all legal requirements applicable to the School Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1   *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School Data. The Company shall ensure that School Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

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5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

5.1.2 *Storage of Data.* The Company agrees to store and process the School Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School Data will be stored on equipment or systems located within the United States.

5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School Data and produce such records to the School for purposes of audit upon reasonable prior notice during normal business hours. The School reserves the right at its sole discretion to audit the Company's storage of School Data at the School's expense to ensure compliance with the terms of the Agreement and this Addendum.

5.1.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School Data are compliant with state and federal law. The School reserves the right to audit such measures upon reasonable prior notice during business hours.

5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School and/or School Data unless the School affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School Data is no longer needed for purposes of the Agreement, or

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upon the School's request, the Company covenants and agrees that it promptly shall return to the School all School Data in the Company's possession and control. If return of the data is not feasible or if the School agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School Data in a secure manner and in such a manner that it is permanently irretrievable in the normal course of business. The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information.

5.4   *Authorizations*. The Company agrees to secure individual School or parent/guardian written authorizations to maintain or use the School Data in any manner beyond the scope of or after the termination of the Agreement.

5.5   *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

    5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) *a*t the time notification of the breach is made, provide the School with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School with any notification the School deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School Data is the result of or constitutes a material breach of the Agreement or this Addendum.

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5.5.2 The Company shall not, unless required by law, provide any notices except to the School without prior written permission from the School.

5.5.3 The Company shall reimburse and indemnify the School for all costs imposed on the School or reasonably undertaken by the School at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School as a result of the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School in response to the breach.

6. Prohibited Uses

6.1   The Company shall not do any of the following:

6.1.1 Sell School Data; use or share School Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the School;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School; or

6.1.3 Sell or rent a student's information, including covered information. This S*ection d*oes not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School Data.

6.2   Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School if it believes release of School Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School and pursuant to valid ISSRA and FERPA exceptions.

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7. Miscellaneous

7.1 *Service Levels.* The Company's products or services are provided 24 hours per day, 7 days per week. The Company shall ensure 99.9% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.9% in a calendar month, the School shall have the right to terminate the Agreement immediately upon written notice to the Company and shall be entitled to a refund of the School's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School first had access to the Services through the date of termination.

7.2 *Limited Warranty.* For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's product or service to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's products or services will not contain Defects. If the products or services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then-current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the School shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a 12-month period commencing on the date the School first has access to the Company's products or services through the date of termination.

7.3 *Harmful Code.* Using a recent version of a reputable virus-checking product (to the extent commercially available), Company will check its software and other systems used by Company to deliver the products or services to the School for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Company discovers.

7.4 *Indemnification.* The Company agrees to indemnify, defend and hold harmless the School and its officers, directors, employees, agents, attorneys and assigns, against any third-party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by the Company employees, contractors, or subcontractors in performing its obligations under the Agreement or this Addendum.

7.5 *Insurance*. During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the School, shall carry and maintain the following insurance:

    7.5.1 Comprehensive general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000) Personal & Advertising Injury, Two Million Dollars ($2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars ($2,000,000) general aggregate;

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7.5.2 Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars ($2,000,000.00) and the annual aggregate of not less than Two Million Dollars ($2,000,000);

7.5.3 Automobile liability Insurance with a combined single limit of One Million Dollars ($1,000,000) (only required if Contractor will be on-site);

7.5.4 Cyber liability/identity theft insurance with a combined limit of Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) general aggregate;

7.5.5 Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees with Employers Liability of limits of $1,000,000 Each Accident; $1,000,000 Disease – Each Employee; $1,000,000 – Policy Limit; and

7.5.6 Umbrella liability insurance with a minimum combined single limit of Five Million dollars ($5,000,000.00) per occurrence and Five Million Dollars ($5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on School premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the School, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School (if the Contractor will be on the School's premises the waiver of subrogation shall also apply to the workers' compensation insurance the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the School with certificates of insurance reasonably acceptable to the School evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School by certified mail, return receipt requested.

7.6 *Infringement.* The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service the Company provides to the School. The Company will defend, hold harmless, and indemnify the School from any claims brought by a third party against the School to the extent based on an allegation that any Company product or service infringes any U.S. patent, copyright, trademark, trade secret or other

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proprietary right of a third party. If the School's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing Company product or service to avoid the infringement; (iii) procure for the School the right to continue to use the Company product or service free of the restrictions caused by the infringement; or (iv) take back such Company product or service and refund to the School the fees previously paid for the Company's product or service depreciated on a straight line basis over 12 months and terminate the School's license to use the Company's product.

7.7   *No Indemnification or Limitation of Liability by School.* Any provision included in the Agreement that requires the School to indemnify the Company or any other party is deleted and shall not apply to the School. Any provision in the Agreement, except for Section 7.8 of this Addendum, that limits the Company's liability, requires the School to release the Company for claims the School may have against the Company is deleted. Further, any provisions requiring the School to release its class action rights is deleted.

7.8   *Mutual Limitation of Liability.* Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.

7.9   *Taxes.* The School is a tax-exempt organization. Federal excise tax does not apply to the School and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.

7.10   *Payments*. The School shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

7.11   *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

7.12   *Freedom of Information Act.* The Company acknowledges that School is subject to the Illinois FOIA, and that the School shall not be in breach of any

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confidentiality provisions contained in the Agreement if the School releases a record in compliance with the FOIA.

7.13 *Governing Law.* The Agreement and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal School court for the Northern School of Illinois. Any references to required arbitration, mediation, or notices of claims in the Agreement are not applicable to the Parties.

7.14 *Renewal of Agreement.* The parties may renew the Agreement and this Addendum in writing. Any provision in the Agreement that provides for an automatic renewal of the Agreement is deleted.

7.15 *Termination.* The School may immediately terminate the Agreement if the School makes the determination that the Company has breached a material term of the Agreement or this Addendum. In addition, the School may terminate this Agreement at any time without cause after providing the Company with 90 days written notice and shall be entitled to reimbursement of all fees previously paid but not yet incurred.

7.16 *Amendment.* No amendment or modification to the Agreement and this Addendum shall be effective unless and until the amendment or modification is in writing and signed by all parties to the Agreement and this Addendum.

7.17 *Effective Date.* The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Company Name	**School**
Eric Sala	Michael Salmonowicz
Signature	Signature
Eric Sala	Michael Salmonowicz
Name	Name
Renewal Manager	VP Finance & Operations
Title	Title
08/13/2024	8-13-2024
Date	Date

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Exhibit A

Agreement

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Exhibit B
Nature of Products or Services Provided

The Company shall be providing the following products or services to the School:

Pikmykid is a comprehensive school safety platform that offers Dismissal Automation,

a Reunification tool, a multi-channel Emergency Alert System, and a Digital Hall Pass

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Exhibit C
SCHOOL DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☑
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☑
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☑
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☑
	Student grade level	☑

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	Homeroom	☑
	Guidance counselor	❑
	Specific curriculum programs	❑
	Year of graduation	❑
	Other enrollment information-Please specify:	❑
Parent/Guardian Contact Information	Address	❑
	Email	☑
	Phone	☑
Parent/Guardian ID	Parent ID number (created to link parents to students)	❑
Parent/Guardian Name	First and/or Last	☑
Schedule	Student scheduled courses	❑
	Teacher names	❑
Special Indicator	English language learner information	❑
	Low income status	❑
	Medical alerts/health data	❑
	Student disability information	❑
	Specialized education services (IEP or 504)	❑
	Living situations (homeless/foster care)	❑
	Other indicator information-Please specify:	❑
Student Contact Information	Address	❑
	Email	❑
	Phone	❑

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Student Identifiers	Local (School) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☑
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☑
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data-Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/performance scores	☐
	Other transcript data-Please specify	☐
Transportation	Student bus assignment	☑
	Student pick up and/or drop off location	☑
	Student bus card ID number	☐
	Other transportation data-Please specify:	☐

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Other	Please list each additional data element used, stored, or collected by your application:	❏

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None	No Student Data collected at this time. Provider will immediately notify the School if this designation is no longer applicable.	❑

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