

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND BRIGHTLY SOFTWARE, INC.

This Amendment is entered into as of May ____, 2023, by and between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (“School District”), and Brightly Software, Inc., a Delaware corporation (“Brightly”), (collectively “the Parties”) pursuant to the Quote number Q-334321 dated March 6, 2023, and the Master Subscription Agreement, the Professional Services Addendum, the Confidentiality Agreement, the Subscriber Data Processing Agreement, and any other contract document (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms for this or any other product or service, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Brightly shall not materially modify or amend the Agreement (see <http://brightlysoftware.com/terms>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Brightly prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Brightly acknowledges and agrees that the Agreement, pricing, and payment amounts are not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Brightly hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Brightly waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, or the waiver of claims which may be litigated on a class or representative basis shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain data in accordance with applicable federal and Illinois laws, Brightly represents that this agreement is not covered under the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). Brightly shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against

third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach as a result of negligent or intentional acts or omissions of Brightly or any determination that this Agreement should be covered under SOPPA, and any damages limitations in the Agreement shall not apply to School District in this regard. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Brightly shall notify the Superintendent of Schools of any breach of School District or student information.

6. **Insurance**. During the term of this Agreement and any renewal thereof, Brightly shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

7. **Authority to Execute**. Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

BRIGHTLY SOFTWARE, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____