

## **AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SWIFTREACH NETWORKS, LLC**

This Amendment is entered into as of January 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("Client") and Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC ("SwiftReach") (collectively, the "Parties") pursuant to the Renewal Order From starting February 1, 2021, and the Rave Wireless Inc. and SwiftReach Networks, LLC Master License and Services Agreement ("Agreement") entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, 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. SwiftReach shall not materially modify or amend the Master Services Agreement, Privacy Policy, or Terms and Conditions (currently located at [www.swiftreach.com](http://www.swiftreach.com)) 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 Client.

3. **FOIA/OMA.** Client 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 SwiftReach prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. SwiftReach acknowledges and agrees that the Agreement is 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, and venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and SwiftReach hereby submits to the jurisdiction of that court. All references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, SwiftReach shall also maintain all Student Data obtained from Client in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*). SwiftReach shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Client, 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 involving Student Data as a result of grossly negligent or intentional acts or omissions of SwiftReach; and shall destroy all Student Data when the Student Data is no longer needed by SwiftReach or upon termination of the Agreement, as requested by Client, provided SwiftReach may retain copies of Student Data in its archival storage in accordance with its Record Retention Policy and regulatory directives.

6. **Insurance.** During the term of this Agreement and any renewal thereof, SwiftReach shall maintain a cyber-liability insurance policy insuring against data breaches. Client shall be named as an additional insured on such policy.

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,  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SWIFTREACH NETWORKS, LLC**

DocuSigned by:  
By: William C. Price  
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Its: CFO

Date: 1/29/2021