

Kentucky Student Privacy Addendum

This Kentucky Student Privacy Addendum ("**Kentucky 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 Fayette County Public Schools ("**your School**") and together with Liminex, the "**Parties**"). This Kentucky 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 Kentucky Addendum, "Cloud computing service", "Cloud computing service provider," "Educational institution," "Person," and "Process" shall be as defined by KRS § 365.734. All other capitalized terms in this Kentucky Addendum shall retain the same meaning as in the Agreement.


In accordance with KRS § 365.734 and applicable law, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms shall have the meaning ascribed to such terms in the Agreement, unless otherwise explicitly defined below or noted above:
 - a. "**Student Data**" has the meaning ascribed to "student data" in KRS § 365.734 and includes any Personal Student Information as that term is defined in our Product Privacy Policy.
2. Liminex, as a Cloud computing service provider, will not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, or as permitted by the Agreement. However, Liminex may assist your School in conducting educational research as permitted by FERPA. Liminex will not, in any case, process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose other than providing the Cloud computing service to your School.
3. As required by KRS § 365.734 (3), Liminex hereby certifies that it will comply with Section 2 of this Kentucky Addendum.
4. The Kentucky Board of Education may promulgate administrative regulations in accordance with KRS Chapter 13A as necessary to carry out the requirements of KRS § 365.734.

If any provision of this Kentucky Addendum conflicts with a provision in the Agreement and is otherwise incapable of being construed in conjunction with the Agreement, the terms of this Kentucky Addendum shall take precedence to the extent of such conflict. Any violation or breach of this Kentucky 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 Kentucky 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 Fayette County Public Schools

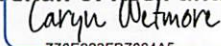
Signature: 

Name: Dr. Houston Barber

Title: Deputy Superintendent

Dated: 9/20/24




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: 778E923FB7084A5

Name: Caryn Wetmore

Title: Senior Counsel

Dated: 9/25/2024

 
8/23/24


Billing Address:
FAYETTE COUNTY PUBLIC SCHOOLS
ACCOUNTS PAYABL
PO BOX 55490
LEXINGTON, KY 40555-5490
Phone: (859) 281-0100
Payment Terms: NET 30-VERBAL

Shipping Address:
FAYETTE COUNTY PUBLIC SCHOOLS
TECHNOLOGY
1126 RUSSELL CAVE RD
LEXINGTON, KY 40505
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Rich McLean | (866) 668-9495 | richmcl@cdw.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

~~X~~ BBTinson

BB

Dr. Bill Bradford

Dr. Bill Bradford
FCPS Assistant Superintendent