

ADDENDUM TO THE SECURLY TERMS AND CONDITIONS OF SERVICE

FOR MAKING WAVES ACADEMY

IN CONSIDERATION of the mutual promises by Securly, Inc. (“Securly”) and Making Waves Academy in this Addendum, Securly and Making Waves Academy agree to the following changes to the Securly Terms and Conditions of Service (“Agreement”) between Securly and Making Waves Academy.

No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement or Securly Privacy Policy by Securly shall nullify or modify the terms of this Addendum.

Section 22 (“Education Code Section 49073.1”) is hereby added to the Agreement and reads:

Notwithstanding any other provision in the Agreement, Making Waves Academy and Securly agree to comply with all applicable California and federal laws and regulations including but not limited to the Children’s Online Privacy Protection Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights And Privacy (FERPA), and California Education Code section 49073.1.

In addition to the other terms as set forth in the Agreement, for compliance with California Education Code Section 49073.1, Making Waves Academy and Securly agree that:

1. Securly will not use any information in a student education record for any purpose other than those required or specifically permitted by the Agreement.
2. User Data and Making Waves Academy’s student education records continue to be the property of and under the control of Making Waves Academy.
3. Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, to the extent consistent with the functionality of the Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Securly will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately).
4. Securly certifies that a student’s education records shall not be retained or available to Securly more than thirty (30) days after termination of the Agreement, except for a case where a student chooses to establish or maintain an account with Securly for the purpose of storing student-generated content, either by retaining possession and control of their own student-generated content, or by transferring student-generated content to a personal account. Securly will, within thirty (30) days of receipt of a written request from Making Waves Academy,

provide written notice that student education records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

5. In the event of a breach or suspected breach of any privacy or security measures described herein or an unauthorized disclosure of a student's education records that has become known to Securly, Securly will immediately notify Making Waves Academy thereof in writing, and use its commercially reasonable efforts to remedy such breach.

6. Securly has implemented a security program to protect the User Data, education records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alternation, and destruction. Its security measures include the designation and training of responsible individuals and are designed to protect personal information, to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of Services.

7. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by logging into their account and updating their information.

8. Securly does not use personally identifiable information in student records to engage in targeted advertising.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806


By: _____

Name: _____

Title: _____

Date: _____

Securly, Inc.
111 North Market Street, 4th Floor, Suite 400
San Jose, CA 95113

By:  _____
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Name: Vinay Mahadik

Title: CEO

Date: 6/2/2020