SERVICE ORDER

PANORAMA
EDUCATION

Boone County (KY)
8330 US Highway 42
Florence / KY / 41042

Panorama Education, Inc.
24 School St, Fourth Floor
Boston, MA 02108
Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: Stephanie Younger
Primary Contact Phone Number: (859)283-1003
Primary Contact Email Address: stephanie.younger@boone.kyschools.us

Effective Date: 7/1/2025
Contract End Date: 6/30/2026
Invoiced on Effective Date, **Net 30**
Pricing Valid Through: 07/01/2025

(1) Description of Services and (2) Fees	
Licenses/Services	**Fees Over Term**
Student Success Platform: Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration; Virtual Foundations Package;	**$ 169,320.00**
Student Surveys: * Student Surveys	**$ 38,160.00**
Check-Ins: * Check-ins surveys and reporting	**$ 11,925.00**
Success+ Support Package - Signature Tier: - Dedicated Project Manager - Access to a Solutions Engineer - Customization options - Email & Phone based Tech Support - 4 biz hr SLA - (6) named ticket priority - Off hour urgent support - Call me now request - Access to Academy & Playbook -	
Standard Integrated Roster: Ongoing maintenance of system integrations including change management, improvements, and the switch over process during BTS	
Total Over Contract Term:	**$ 219,405.00**

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(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO")'; (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"); and (iii) if applicable, a data privacy agreement executed between Client and Panorama, on or following the Effective Date, which by mutual execution (or execution by Client and submission to Panorama of an NDPA Exhibit E) shall hereby be incorporated by reference into this SO.

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

Accounts Payable Contact Name	Amy Atkins
Accounts Payable Phone Number	(859) 334-3792
Accounts Payable Email Address	amy.atkins@boone.kyschools.us
Will Client Be Submitting Purchase Order?	YES [X] NO [ ]

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1   RIGHT TO USE PLATFORM

1.1   Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and   authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2   Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3   Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2   INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1   Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2   Panorama Intellectual Property. "Intellectual Property" means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) mask works, mask work registrations and applications for mask work registrations; (d) designs and similar rights, design registrations, design registration applications, and integrated circuit topographies and similar rights; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.

1.   Panorama retains all right, title and interest in and to the Platform, and all Intellectual Property rights relating thereto including but not limited to all products provided under this Agreement, all deliverables, support and maintenance services, additional features or functionality including customizations requested by Client, learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), and all copies and parts of any of the foregoing, and all Intellectual Property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3   Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or

embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4   Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5   Data Security and Privacy.

2.   (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

3.   (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

4.   (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

5.   (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3   FEES; PAYMENT TERMS

3.1   Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2   Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4   TERM, TERMINATION

4.1   Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2   Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3   Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5   CONFIDENTIALITY

5.1   As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party.   Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by

ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1   Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2   Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1   Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO

THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2   General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3   Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4   Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5   Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim,

demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 <u>Indemnification Procedure</u>. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "<u>Indemnified Party</u>") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "<u>Action</u>"), the Indemnified Party will give the other party ("<u>Indemnifying Party</u>") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 <u>Artificial Intelligence</u>. Certain Panorama products involve generative AI software which uses large language models and therefore is to be used for informational purposes only. Panorama disclaims any and all responsibility for inaccuracies, omissions, or errors in the AI-generated content, and in no event will Panorama be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, arising in connection with any use of the AI-generated content. Client solely responsible for its use of the AI-generated content as well as to any third party with whom it shares the AI-generated content. Client is granted a limited license to access and use the AI-generated content generated from authorized use of Panorama's services solely for non-commercial use, provided that Client and its Authorized Users keep any and all copyright or other proprietary notices intact. ***Panorama is not a medical health provider. By accessing AI-generated content, Client understands and agrees that Panorama is not providing, or intending to provide, health care, or attempting to diagnose, identify, treat, prevent, or cure any physical, mental, or emotional issue, disease, or condition.***

8.2 <u>International</u>. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.3 <u>Relationship</u>. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.4 <u>Publicity</u>. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.5 <u>Assignment</u>. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; <u>provided</u> <u>however</u>, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.6 <u>Equitable Relief</u>. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.7 <u>Force Majeure</u>. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("<u>Force Majeure Event</u>"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.8 <u>Governance</u>. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.9 <u>Agreement</u>. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.10 <u>Notices</u>. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **_Panorama Education Inc._** ("Vendor"), and is intended to amend, modify, and supplement the ____Service Order Q-13413_____ (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. **Prohibition Against Use of Student or District Likeness.** Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. **Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. **Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. **Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Data Privacy and Security Agreement

This Data Privacy and Security Agreement and the Panorama Education Service Order ("Agreement") is agreed and entered into by and between the Boone County School District ("District") and ___Panorama Education, Inc.____ ("Contractor") on this the _1st_ day of _July_, _2025_.

WHEREAS, Boone County School District ("District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 8330 US Highway 42, Florence, KY 41042; and

WHEREAS, __Panorama Education, Inc.____ ("Vendor") has been contracted to perform certain educational services as described fully in Exhibit A ("Provided Services") with a primary place of business at _____24 School Street, 4th Floor Boston, MA 02108 ;_ and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable regulations; and

WHEREAS, the Parties acknowledge that this Agreement shall amend, modify, and supplement any agreement or terms previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.   DEFINITIONS

1.1   "Confidential Student Information" shall mean any information or material, in any medium or format, that concerns a student and is created or provided by the student, or by an agent or employee of the District. Confidential Student Information includes both PII and directory information.

1.2   "De-identified Data" shall mean data that has a re-identification code and has enough personally identifiable information removed or obscured so that the remaining

information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. The re-identification code may allow the recipient to match information received from the same source.

1.3   "District Data" shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties' Agreement, including but not limited to Confidential Student Data and PII. District Data shall not include De-Identified Data.

1.4   "Education Records" shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.5   "Personally Identifiable Information" ("PII") shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in Education Records and includes direct identifiers, such as a student's name or identification number, indirect identifiers, such as a student's date of birth, or other information which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information.

1.6   "Personal Information" shall be defined in accordance with KRS 61.931(6) as an individual's first name or first initial land last name; personal mark, or unique biometric or genetic print or image in combination with one (1) or more of the following data elements: (1) an account, credit card number, or debit card number that in combination with any required security code, access code or password, would permit access to an account; (2) a Social Security number; (3) a taxpayer identification number that incorporates a Social Security number; (4) a driver's license number, state identification card number, or individual identification number issued by an agency; (5) A passport number or other identification number issued by the United States Government; or (6) Individually Identifiable Information as defined in 45 C.F.R. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

Section 2.   PURPOSE AND SCOPE

2.1   The purpose of this Agreement is to allow the District to provide the Vendor with student and teacher PII data and the subsequent processing of the data.

2.2   This Agreement is meant to ensure the Vendor and the District recognize the need to protect PII, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment

("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

2.3   This Agreement shall be effective as of the date upon which it is signed by both parties ("Effective Date"), and shall automatically renew from year to year, unless otherwise modified in writing and signed by each party. This Agreement shall remain in full force and effect at all times during which Vendor supplies Provided Services to the District.

2.4   The laws of the Commonwealth of Kentucky and shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement and any of its terms. Any suit, action, or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, the venue shall lie exclusively in the Eastern District of Kentucky.

Section 3.   <u>DISTRICT DUTIES</u>

The District shall provide data as required for Vendor to conduct its Provided Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations. To the extent appropriate or applicable, District shall assist Vendor in securing any parent permissions regarding the use of Confidential Student Information or PII.

Section 4.   <u>VENDOR DUTIES</u>

4.1   Vendor acknowledges that the District has outsourced certain services to Vendor, as defined above as Provided Services, in furtherance of a legitimate educational interest that would otherwise be performed by the school district. These Provided Services necessitate the collection and storage of certain District Data and Confidential Student Information. Vendor shall act as a contractor to the District in performing the Provided Services, either directly under the terms of any service or licensing agreement related to the Provided Services, or indirectly through the Vendor's interfaces with another District contractor, and Vendor therefore acknowledges that it is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and solely for the purpose of performing the Provided Services.

4.2   Vendor shall implement commercially reasonable methods to ensure that District Data is accessed, used, and manipulated exclusively by authorized individuals with a legitimate educational interest—such as the student, the student's guardian, and the District—or by personnel essential for the successful performance and execution of the Provided Services. No unauthorized third parties shall have access to Confidential Student Information or Education Records in Vendor's control unless written authorization to distribute such information is provided by the student's parent/guardian.

4.3   Vendor shall likewise implement commercially reasonable measures to safeguard data at rest, and advise all individuals accessing the data on proper procedures for securely maintaining data. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, the Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States.

4.4   The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology ("NIST") Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards ("FIPS") 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

4.5   In the event of any security incidents or potential or actual breaches affecting the security of District Data, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 6 of this Agreement.

4.6   Upon termination, cancellation, expiration, or other conclusion of the Parties' contractual relationship, or upon receipt of written request from District, Vendor shall delete all Confidential Student Data in its possession. Vendor shall complete such destruction within thirty (30) calendar days of the receipt of the written request and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction.

4.7   Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to any unauthorized individual or entity, or for any purpose which is not required in the performance of Vendor's Provided Services. This does not prohibit Vendor from using Confidential Student Information or District Data: (a) for adaptive learning or customized student learning (including generating personalized learning recommendations); (b) to make product recommendations to teachers or District employees who have voluntarily subscribed to Vendor's Provided Services; (c) to notify account holders about new education product updates, features, or services; or (d) from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement. However, Vendor shall 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 as defined by KRS 365.734.

4.8   Vendor acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student's parent/guardian. Vendor likewise acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

4.9   Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of $3 million. Upon request, the Vendor shall furnish the certificate of insurance evidencing this coverage.

4.10   To the extent permitted by law, Vendor assumes all liability for damages which may arise from its use, storage, or disposal of the District Data. The District shall not be liable to the Vendor for any loss, claim or demand made by the Vendor, or made against the Vendor by any other party, due to or arising from the use of data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District.

4.11   Vendor shall defend, indemnify, and hold harmless the District, its agencies, officers, and employees from any and all third-party claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of the District's sole negligence. The legal defense provided by the Vendor to the District under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the District is necessary. Vendor also agrees to defend, indemnify, and hold the District harmless for all costs, expenses, and attorneys' fees finally awarded by a court or that are included in a settlement entered into by the parties. The District agrees to notify the Vendor of such a claim within a reasonable time and agrees to cooperate with the Vendor in the defense and any related settlement.

Section 5.   <u>OWNERSHIP OF DATA</u>

As between District and Vendor, the District retains ownership of all District Data provided to Vendor pursuant to the Parties' Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 6.   <u>SECURITY BREACH REMEDIATION AND NOTICE</u>

6.1   Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed or suspected security breach as defined by KRS 61.931, Vendor shall notify the District of within seventy-two (72) hours of determination of a security breach or suspected breach relating to the District Data in the possession of Vendor. The notification shall include, at a minimum, the following information to the extent known by the Vendor and as it becomes available: (a) the name and contact information of the individual reporting a breach to this section; (b) the date of the breach, or estimated date if not yet confirmed; (c) a list of the information and data reasonably believed or confirmed to have been subject of the breach; (d) a list of the students whose information is believed to have been affected; and (e) a general description of the breach incident.

6.2   The Vendor further acknowledges and agrees to maintain a written incident response plan that reflects best practice and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incidents or unauthorized acquisition or use of confidential information and agrees to provide the District, upon request, with a copy of said written response plan.

6.3   In the event of a security breach relating to District Data or Personal Information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933.

6.4   In the event of a suspected or confirmed breach of District Data or Personal Information, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Within 48 hours of completion of the investigation, Vendor shall notify the District if the investigation finds that the misuse of District Data occurred or is likely to occur. Vendor shall additionally provide a copy of any investigation report rendered by the independent IT consulting firm insofar as the report relates to District Data.

6.5   Vendor agrees to adhere to provisions of Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of Personal Information.

6.6   Vendor further agrees to adhere to all federal and state requirements pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of District Data and PII.

6.7 In the event of a breach originating from the District's use of Vendor's Provided Services, Vendor shall cooperate with the District to the extent necessary to expeditiously secure any data subject to an unauthorized disclosure.

6.8 The Parties acknowledge and agree that the Vendor's obligations and liabilities under this Section, including any breach-related costs, shall be subject to the limitation of liability provisions contained in the Panorama Education Service Order.

Section 7. <u>CLOUD COMPUTING SERVICE PROVIDERS</u>

If the Vendor is a cloud computing service provider as defined in KRS 365.734(1)(b), Vendor agrees that:

a. Vendor shall not process Confidential Student Information or any student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission.

b. Pursuant to KRS 365.734 (2), the Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purpose and shall not sell, disclose, or otherwise process confidential student data for any commercial purpose;

c. Pursuant to KRS 365.734 (3), the Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 8. <u>NOTICES</u>

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission or certified mail sent to the designated representatives below.

The designated representative for the District for this Agreement is:

Name:		Title:	
Address:	8330 US 42 Florence, KY 41042		
Phone:	859-283-1003	Email	

The designated representative for the Vendor for this Agreement is:

Name: Mike Rodriguez Title: Sr. Contract Manager

Address: 24 School Street 4th floor Boston MA 02108

Phone: 617-356-8123 ext. 6 Email: contracts@panoramaed.com

Section 9.   Data Opt Out

The District may provide a mechanism for students, parents, or guardians to opt out of any data sharing agreement with Vendor. In the event that a student, parent, or guardian opts out of any data sharing or Provided Services, the District shall notify Vendor of the opt-out within 48 hours of receipt. Within 48 hours of receipt of the opt-out notification, Vendor shall delete any and all Confidential Student Information pertaining to that student, as well as his or her parent or guardian.

Section 10.   MISCELLANEOUS PROVISIONS

10.1   Open records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

10.2   Law enforcement or court-mandated disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Data or District Data held by the Vendor pursuant any agreement of the Parties, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law.

10.3   Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

10.4   Cooperation with District Auditor. The District has the right to annually audit (either internally or via a third party) records of the Vendor relating to the performance of Provided Services or to data privacy processes and procedures. In the event of an annual audit, Vendor agrees to reasonably cooperate with District requests.

10.5 <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that such invalid or unenforceable provision shall be modified to the extent necessary to make it valid, legal, and enforceable, and, to the greatest extent possible, that provision will be construed in a manner that reflects the original intent of the parties.

10.6 <u>Successors Bound</u>. This Agreement is and shall be binding upon the respective successors in interest to the Vendor in the event of a merger, acquisition, consolidation, or other business reorganization or sale of all or substantially all of the assets of such business. In the event the vendor sells, merges, or otherwise disposes of its business to a successor during the term of this Agreement, the Vendor shall provide written notice to the District no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the Agreement and any obligations with respect to confidential data within the service agreement. The District has the authority to review and address the Agreement if it disapproves of the successor to whom the Vendor is selling, merging, or otherwise disposing of its business.

10.7 <u>Effect of Agreement</u>. The Parties agree that the terms and conditions set forth in this Agreement modify, amend, or supplement any other agreement between the Parties and further agree to be bound to the terms herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties, this Agreement shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the District and Vendor execute this AGREEMENT to be effective and consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____   Date: ___6/12/2025___

Printed Name: ___Jesse Parks___

Title/Position: ___Board of Ed, Chair___

[VENDOR NAME HERE]

By: _____   Date: ___03 / 10 / 2025___

Printed Name: ___Mike Rodriguez___

Title/Position: ___Sr. Contract Manager___

Exhibit A: <u>Products and Service</u>

This AGREEMENT covers access to and use of Panorama Education's existing Provided Services that collect, process or transmit Student Data, as identified below:

Student Success Platform
- SIS Integration
- Core Assessments
- Behavior Analytics
- Interventions and Progress Monitoring

Student Surveys & SEL

Check-ins

Title	Boone DPA
File name	Boone_County_Schools_DPSA__2025_.pdf
Document ID	d51919e95ac177e73e8c2f3cb500ffdcadf73dec
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT
03 / 10 / 2025
16:48:25 UTC

Sent for signature to Panorama (contracts@panoramaed.com)
from asmith@panoramaed.com
IP: 108.4.149.222

VIEWED
03 / 10 / 2025
19:53:18 UTC

Viewed by Panorama (contracts@panoramaed.com)
IP: 104.244.243.136

SIGNED
03 / 10 / 2025
19:54:07 UTC

Signed by Panorama (contracts@panoramaed.com)
IP: 104.244.243.136

COMPLETED
03 / 10 / 2025
19:54:07 UTC

The document has been completed.