



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

July 16, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions between SchoolStatus Smore and Ft. Wright, Caywood, Piner, Taylor Mill, White's Tower, and Summit View Academy.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

SchoolStatus Smore is an online platform used by schools to create and disseminate weekly and monthly staff and parent newsletters.

FISCAL/BUDGETARY IMPACT:

\$1,400 (SBDM-7000)

RECOMMENDATION:

Approve the contract and conditions between SchoolStatus Smore and Ft. Wright, Caywood, Piner, Taylor Mill, White's Tower, and Summit View Academy.

CONTACT PERSON:

Jena Smiddy

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



P.O. Box 771470
St. Louis, MO 63177-9816

Quote and Order Form

Created Date: 04 / 09 / 2026

Quote Number: SEPPB-O69VH-A6YJT-GYKSB

Bill To:

Kenton County Schools
Matthew Winkler
2044 Tuscanyview Dr.
Covington, Kentucky 41017-9655

Shipping To:

Kenton County Schools
Matthew Winkler
2044 Tuscanyview Dr.
Covington, Kentucky 41017-9655

Product	Start Date	End Date	QTY	Unit	Unit Price	Subtotal
Year 1 Products & Services						
Smore for Teams	2026-08-06	2027-08-05	10	Smore Number of Seats	\$140.00	\$1,400.00
						\$1,400.00
Professional Services and Set-Up						

Subtotal **\$1,400.00**

Contract Total Value \$1,400.00

Term Summary	
Total Years	Autorenew Term
1.00	N/A
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Payment Schedule	
Year	Invoice Due Date
Year 1	Within 30 Days of Invoice
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Additional Notes:



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The initial term of this Agreement (the "Initial Term") shall be the number of years listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of months indicated in the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

Additional Payment Terms

For SchoolStatus Attend, there is an additional \$2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

This Order Form and the pricing contained herein are valid for 60 days from the quote created date above. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our Master Services Agreement, the Data Processing Addendum, the Terms and Conditions below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

Authorized Representative: Matthew Winkler

Signature:

Title: _____

Date: _____

Terms and Conditions

- I. General. All fees shall be paid according to the Payment Schedule and Payment Terms. In case of a conflict between this Order Form and the MSA, this Order Form shall prevail. This Order Form is not an invoice. Invoices will be sent to the billing contact set forth above based on the applicable payment schedule.
- II. Service-Specific Terms. Based on Customer's Subscribed Services to Attend or Sites, previously known as SchoolNow, as indicated in the above table ("Subscribed Services"), the following terms and conditions available at <https://www.schoolstatus.com/attend-terms-and-conditions>
 1. Attend-specific Terms
 - a. Sites
 - b. Data Elements

Data Elements	
The following data elements will be used to track and report on attendance/participation as well as provide sub-group, aggregate level reporting. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.	1. Student Demographic Data (e.g. Student ID, Grade, Ethnicity, Mailing Addresses, Home Languages, Parent/Guardian data, etc.) 2. Attendance Data 3. Discipline Data 4. Course Schedules 5. English Language Learner 6. Free & Reduced Lunch Status 7. Special Education 8. Migrant Status 9. Homeless
Please check if you want SchoolStatus Attend to pull the Foster Care data:	☐

c. For subscribers of Attend Hybrid

The follow letter types and modalities shall be included

Letter Type	Modality	Insert "X" if Selected
Truancy 1	Physical Mail	
Truancy 2	Digital	
Truancy 3	Digital	
Conference Notice	Digital	
EEA 1	Physical Mail	



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Letter Type	Modality	Insert "X" if Selected
EEA 2	Digital	
Leadership Letter	Digital	

- d. For subscribers of Attend Digital
The following letter types and modalities shall be included:

Letter Type	Modality
Truancy 1	Digital
Truancy 2	Digital
Truancy 3	Digital
Conference Notice	Digital
EEA 1	Digital
EEA 2	Digital
Leadership Letter	Digital

CALIFORNIA AGREEMENTS ONLY: If District chooses to have SchoolStatus pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SchoolStatus as a "designee" authorized to review juvenile court files under California Welfare & Institutions Code Section 827.

Intervention Modalities. District has the option to utilize various modalities for Tier 1 Universal Intervention Types. In addition to letters sent via United States mail, texting and email communication is available. District can opt-in to send text and email if it has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SchoolStatus and its subcontractors to send interventions/communication via emails or text messages.



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Tier 1 Universal Intervention Types.

Universal Intervention Type:	District Intervention Selections
Unexcused Intervention 1	Included
Unexcused Intervention 2	Included
Unexcused Intervention 3	Included
Excused Intervention 1	Included
Excused Intervention 2	Included
Conference Notification Reminder	Included
Leadership Letter	Included*

Total number of mailings estimated is (*excluding Leadership).

*The number of estimated mailed interventions is determined by an algorithm based on past historical interventions mailed and incorporates factors such as best practices, district size and grade levels served. Districts typically exceed this estimate by a small percentage and we absorb all additional costs. In abnormal years, such as the recent pandemic, where an extreme overage in number of interventions mailed may exist, we will be invoicing the district if the actual mailed exceeds the estimated number by more than 5%. If this occurs, we will notify the district of their letter count before they are charged and then we will invoice the district at \$1 per letter for the additional letters above the 5% overage. We will not charge the district unless actual mailed exceeds the estimated number by more than 5%.

e. For Boost Customers, this Order Form contemplates a total of rubrics. If Customer wants changed or new rubrics, there will be an additional, one-time professional services fee to be determined based on the scope of the request.



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THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, 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;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within forty-eight (48) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the 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 purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

SchoolStatus, LLC

Vendor Name

4200 Mamie Street, Suite 200, Hattiesburg, MS 39402

Vendor Address

601.620.0613

Vendor Telephone

sales@schoolstatus.com

Vendor Email Address

Signed by:

Michelle Gough

FDDA73275DEF43B...

Signature by Vendor's Authorized Representative

Michelle Gough, General Counsel

Print Name

7/13/2026

Date



Master Services Agreement

Last Updated 7-16-2025

This Agreement governs your purchase of a license to and use of our services. The parties agree as follows:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SERVICE ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND YOUR AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

CERTAIN SERVICES SUBSCRIBED HEREUNDER MAY REQUIRE ADDITIONAL OR SUPPLEMENTAL TERMS AS INDICATED IN THE RELEVANT SERVICE ORDER. YOU ACKNOWLEDGE THAT TO THE EXTENT APPLICABLE, YOUR ACCESS AND USE OF SUCH SERVICES IS CONTINGENT UPON YOUR ACCEPTANCE OF THOSE SUPPLEMENTAL TERMS.

The parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity. Our Affiliate brands include: Smore, School Innovations & Achievement, TeachBoost, Operoo, and SchoolNow ("Affiliate Brands").

1.2 "Agreement" means this Master Services Agreement (as modified from time to time in accordance with Section 15.14) collectively with all Service Orders you enter into with us.

1.3 "Authorized User" means your employee, your Affiliate's employee, or a Permitted Third Party for whom you create or issue a unique user name and password under your account.

1.4 "Client Software" means software components (if any depending on Service purchased) to be installed on your, your Affiliates', or your Authorized Users' computer systems or mobile devices as part of the Services.

1.5 "Documentation" means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.6 "Order Term" or "Subscription Term" means the term specified in a Service Order.

1.7 "Permitted Third Party" means either (a) a student of your educational institution or a parent or legal guardian of such student or (b) an employee or contractor of an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor.

1.8 "Professional Services" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.9 "Regulated Data" means personal data, personal information, non-public personal information, personally identifiable information, health information, cardholder data, or any similarly regulated data (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, regulations or industry standards, including applicable state law, the US Children's Online Privacy Protection Act ("COPPA"), Family Educational Rights and Privacy Act ("FERPA"), California Education Code, California Consumer Privacy Act ("CCPA"), European Union General Data Protection Regulation (Regulation (EU) 2016/679, as amended), Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Payment Card Industry (PCI) Data Security Standard (DSS), in each foregoing case, as amended and including all regulations promulgated in connection thereto. Without limitation, "Regulated Data" includes: student records, personal financial and financial account information, credit card numbers, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers.

1.10 "Residuals" means any information of general applicability to the Service or any other information in intangible form retained in the memory of persons we employ or retain who have performed Professional Services or Technical Support Services on your behalf, including without limitation, any ideas, concepts, know-how, and techniques contained therein or derived therefrom.

1.11 "Service" (or "Services") means any services provided by us to you or the organization on behalf of which you enter into this Agreement identified in the Service Order, included as offered and provided under an Affiliated Brand, as we may modify such service(s) from time to time in our discretion. Services including our proprietary software platform and associated systems (including integrated data sources and communications channels) used to deliver such service(s) and any associated Client Software provided by us to you. We will have no liability to you with respect to the provision of services not identified in an active Service Order.

1.12 "Service Order" (also referred to as "Order Form") means an ordering document entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. A Service Order may also set forth additional terms and conditions and Scope Limitations (as defined in Section 3.1 below) applicable to the Service subscribed thereunder. A Statement of Work or online registration or sign-up page that makes references to and incorporates these Terms may also constitute a Service Order.

1.13 "Subscriber Data" means any data uploaded into the Service by you or an Authorized User or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement. For the avoidance of doubt, Subscriber Data does not include metadata, de-identified or aggregated data, or Usage Data which is not uploaded by you into the Service.

1.14 "Subscription Fees" means the fees for the Service specified in the Service Order.

1.15 "Technical Support Services" means our then-current technical support services offering for the Services, as may be further described in a Service Order.

1.16 "Updates" means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

1.17 "Usage Data" means data generated by the use of the Services, such as performance metrics, log data, or usage analytics or insights.

1.18 "We" or "Us" or "Our" means SchoolStatus, LLC, a Mississippi corporation, or its Affiliate if so specified in a Service Order or invoice.

1.19 "You" or "Your" means the customer named on the Service Order, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a company or other legal entity, such company or legal entity.

2. BETA VERSIONS

2.1 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

2.2 Inapplicable Provisions. NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMER), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, BETA VERSIONS AND FREE TRIALS OF THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. SECTION 10 (INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION) DOES NOT APPLY TO, AND SECTION 12.2 (CAP ON LIABILITY) DOES NOT LIMIT YOUR TOTAL LIABILITY WITH RESPECT TO, FREE TRIALS OF THE SERVICE.

3. USE OF THE SERVICE

3.1 Use of the Service. Subject to the terms and conditions of this Agreement and any Service Orders hereunder, we grant to you (and if agreed in a Service Order, your Affiliates) a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with your internal operations as a public or private educational institution, or as an individual educator. Your and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase (e.g., applicable usage limits) and if and as set forth in the Service Order (collectively, the "Scope Limitations") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software. You agree to use such Client Software solely in accordance with the terms under which such Client Software is licensed within the applicable Service Order. You are solely responsible for your conduct and the conduct of all users of the services and/or Client Software, (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service or any Subscriber Data. You acknowledge that we may remove or disable any information that you make publicly available on the Service at any time for any reason or for no reason at all.

3.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

3.3 Use Restrictions. You will not, and will not permit or authorize your Affiliates or third parties, to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; (f) use in such a manner as to interfere with, restrict, inhibit, degrade or limit use of or access to the Services by our other customers or represent, in our sole judgment, an unusually large burden on the network itself; (g) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (h) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party, except that you may make one copy of Client Software solely for backup and archival purposes; (i) alter or remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software; and/or (j) use the Services and/or Client Software in any way that violates law or causes us or others to violate law. You will take reasonable steps to ensure that your Affiliates and Permitted Third Parties comply with this Agreement. To the extent permitted by applicable law, you will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. In the event this section is violated, we may take any and all actions, from the issuance of a warning to limiting, suspending, or terminating your right or any user's right or access to use the Services and involvement of government authorities we deem necessary or appropriate.

3.4 Authorized Users Only. This Agreement restricts the use of the Service to Authorized Users, up to the Scope Limitation specified in the Service Order. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account, including the activities of Authorized Users.

3.5 Interactions between Users. You are solely responsible for all interactions with other users of the Services (e.g., interactions between administrators and teachers or teachers and families, or interactions between you and students or you and the general public). You acknowledge and agree that we do not have an obligation to verify any content, data or other information provided by users on the Services. We cannot guarantee that other users of the Services will not use the information that you share with them via the Services, nor the manner of use. We are not responsible for another user's or other third party's misappropriation or misuse of your information. Additionally, we are not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the information

provided by other users or any other third party. To the extent permitted by applicable law, you hereby release us and our Affiliates from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between you and other users of the Services, or (ii) any dispute between you and another user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services.

3.6 Protection against Unauthorized Use. You will use, and will ensure that your Affiliates and Permitted Third Parties use, reasonable efforts to prevent any unauthorized use of the Service or Documentation, and unless prohibited by law or law enforcement from doing so, you will immediately notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service or Documentation. We may, at our expense and no more than once every 12 months with reasonable notice, appoint our own personnel or an independent third party to verify that your use of the Service complies with the terms of this Agreement.

3.7 Technical Requirements. You will need Internet access and certain equipment, software, and services to be able to access and use the Services, such as a student information system and a modern web browser and operating systems. Acquiring, installing, maintaining and operating such equipment, software, services and Internet access is outside the scope of the Services. You are responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by us, which may be amended from time to time. While we endeavor to ensure that our Services are compatible with more than one modern web browser and operating system, we neither represent nor warrant that the Services will be accessible through all web browser releases or may be used with all operating systems.

3.8 Reservation of Rights. We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including any modifications, updates, cards, apps, or other add-ons and including any deliverables or work product provided pursuant to any Professional Services hereunder or otherwise in connection with this Agreement, including without limitation any customizations or modifications to the Service, Client Software or Documentation. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

3.9 Residuals. Notwithstanding anything to the contrary herein, we shall be free to use any and all Residuals resulting from the performance of Services hereunder for any purpose. Nothing in this Agreement shall be deemed to prevent us from using any Residuals in any manner, including without limitation to develop for itself or others any services, products, and/or materials.

3.10 Communication Tools and Features. The Services may, depending on the scope of your purchase, include communication tools and features that facilitate voice calling, emailing and/or text

messaging via our Services or infrastructure made available by us (such functionality, "Messaging Services"). Some voice calling features may collect, record, transcribe and/or store certain voice calls and may make the content of such calls and voicemails available through the Services. You acknowledge that it is your sole responsibility to use, and you represent, warrant and covenant that you will use, such features and the Messaging Services solely in compliance with all applicable laws and regulations, including if applicable the Telephone Consumer Protection Act and its implementing regulations ("TCPA"), the CAN-SPAM Act and its implementing regulations, any relevant and applicable anti-spamming laws, any applicable federal or state law requirements related to making, sending or receiving consumer or any other messaging via phone call, texting, email, chat or any other text messaging, the Telemarketing Sales Rule, the mobile carriers' requirements, and all applicable laws related to caller ID. You affirm that you are solely responsible for complying with the foregoing laws, rules, and regulations, including maintaining an accurate and complete record of the status of a third party's consent, revocations of consent, and any Do Not Call obligations, including without limitation the language consented to and the date of consent and revocation, if applicable, and all such records will be retrievable. Upon our request, you will provide proof of any such third party's consent status. You represent, warrant and covenant that you will not use our Messaging Services to cause messages or materials to be distributed to individuals in violation of law or without all notice and consents required by law. Unless you specifically subscribe to our mass notification service, the communication tools and features otherwise provided are not a mass notification or blast messaging service. The Messaging Services may include safeguards designed to prevent users from sending large volumes of communication to large groups (e.g., notifying an entire school that school is closed the next day). You represent, warrant and covenant that you will not circumvent these safeguards (e.g., breaking messages into smaller groups to overcome group messaging limitations). You agree to adhere to any acceptable use guidelines we may provide with respect to Messaging Services. You agree to promptly share information about your use of Messaging Services upon request, including, if requested by us, with communication providers and/or regulators and investigators. You will not use any communication tools and/or features for non-education related purposes or for sending or receiving content which is prohibited under applicable law or attacks another because of their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, or gender identity, or serious disabilities or diseases. You acknowledge and agree that we may terminate or suspend your access to Messaging Services at any time and for any reason, without limitation. You acknowledge and agree that Messaging Services inherently involve sharing information such as message content and recipient information with certain third parties, including intended and unintended message recipients, email providers or telecommunications providers. You acknowledge and agree that these third parties do not act subject to this Agreement or terms incorporated herein, and that these third parties may be subject to different terms than those reflected herein, and that, notwithstanding any other term herein, we are not responsible for the acts or omissions of these third parties. You acknowledge and agree that we are not responsible for, and shall have no liability with respect to, any disclosure of information to such third parties in connection with the provision and support of the Messaging Services.

3.11 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We

will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service. Notwithstanding the foregoing, you acknowledge that we are not a system of record and you are responsible for maintaining your own copies of your information.

3.12 Purchases from our Affiliates. Any of our Affiliates may execute a Service Order with you provided that such Service Order is governed by the terms and conditions of this Agreement. Neither we nor any of our Affiliates shall be responsible or liable for the actions or inactions of the other's performance of this Agreement or any Service Order. We and our Affiliates that execute a Service Order shall be severally and not jointly liable for our or their respective performance under this Agreement. You shall pay us and each Affiliate that executes a Service Order separately for the Services used and purchased from us or such Affiliate.

3.13 Hosting Functionality. You acknowledge that our Services may include making materials or content publicly available on your behalf, such as through a hosted web page (such functionality, "Hosting Functionality"). If using Hosting Functionality, you acknowledge and agree that we may take down and decline to store, host, or make available, or to continue to store, host, or make available, any content or materials at any time. You agree to adhere to any acceptable use policy we may provide regarding the use of Hosting Functionality. You agree not to embed third party materials or hosted content in any material or content made available as part of the Hosting Functionality. You agree that Hosting Functionality may use or display features such as cookies, pixels, or other similar features from us or third parties. You represent, warrant and covenant that you will not use our Hosting Functionality to cause any materials or links to be posted in violation of law, or which constitute harmful, abusive, obscene, or defamatory material, or which violate any intellectual property rights. You represent, warrant, and covenant that any content or material which you provide or post to our Hosting Functionality is your own authorship and that you have full title and rights to all such content and material. You hereby grant us an irrevocable, worldwide, royalty-free, fully paid up, fully transferrable, fully sublicensable, and unconditional right and license to reproduce, distribute, publicly perform, publicly display, and prepare derivative works from any and all content or other material which you provide or post to our Hosting Functionality. You agree that we may sublicense the foregoing rights without restriction. You agree that we may display our or our Affiliate brand or logo on Hosting Functionality or in connection with Messaging Services.

4. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

4.1 Professional Services. You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the

applicable Service Order, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Service Order effective date.

4.2 Changes to Professional Services. You may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

4.3 Technical Support Services. During an Order Term, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties.

4.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources as reasonably necessary to enable us to perform the Professional Services and Technical Support Services. You acknowledge that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

4.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages directly relating to the use, feature, functions or operation of the Service ("Feedback"). Except as otherwise prohibited or limited by applicable law or herein, and notwithstanding Section 7 (CONFIDENTIAL INFORMATION) and Section 8 (DATA), you grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

5. FEES AND PAYMENT

5.1 Fees and Payment Terms. Unless otherwise specified in a Service Order, the Subscription Fees for the initial Order Term and Professional Service fees set forth in the Service Order are invoiced upon execution of the Service Order and thereafter annually at the then-current rate for the Service or as otherwise specified in a Service Order. Fees for additional Service quantities (e.g., additional users) and Professional Services will be invoiced at the time of the increase or order, unless otherwise agreed in writing by the parties. You will pay all amounts in full within 45 days after the invoice date unless specified otherwise in the Service Order. The charges in an invoice will be

considered accepted by you unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise in a Service Order, all amounts payable under this Agreement are denominated in local currency in which you are located, and you will pay all such amounts in such local currency. Each annual renewal is subject to a 5% increase in fees.

5.2 Expenses. You shall reimburse Company for all customary travel expenses incurred by our personnel in performing Professional Services or Technical Support Services, if any, in accordance with our travel policy.

5.3 Late Payment. Intentionally Removed by the Parties *mg*

5.4 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from this Agreement ("Taxes"). You are responsible for paying all applicable Taxes, if any. If we determine that we have the legal obligation to pay or collect Taxes, we will add such Taxes to the applicable invoice and you will pay such Taxes, unless you provide us with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues us for unpaid Taxes for which you are responsible under this Agreement and which you did not pay to us, we may invoice you and you will pay such Taxes to us or directly to the taxing authority, plus all applicable interest, penalties and fees.

5.5 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as expressly provided in this Agreement. Unless otherwise specified on the Service Order, an Order Term shall commence upon the effective date of the applicable Service Order and shall continue for twelve (12) months thereafter. In the event you place additional Service Orders for the same Service, we may adjust the duration of the additional Order Terms to co-terminate with the Order Terms for that Service. Unless prohibited by law or unless provided otherwise in the applicable Service Order, Orders shall automatically renew for an additional twelve (12) month term unless You provide notification of nonrenewal sixty (60) days prior to the end of the Term.

6.2 Termination. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. A breach of this Agreement by your Affiliate, Authorized User or a Permitted Third Party will be treated as a breach by you. Termination in accordance with this Subsection will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure

its material breach during the 30-day cure period. We may terminate this Agreement in our discretion upon 30 days of notice.

6.3 Suspension Rights. If you fail to timely pay any Subscription Fees or Professional Services Fees, we may, without limiting any of our other rights or remedies, elect to suspend performance of the Service, Professional Services, and Technical Support Services until we receive all amounts due, or terminate this Agreement pursuant to this Subsection. We may terminate your license to use Free Trials at any time at our sole discretion. Further, if any Authorized User violates this Agreement or our policies, attacks other users, uses the Services to violate state or federal law, including FERPA, or sends content that is prohibited by law, we may suspend that user immediately and notify you in writing, including the offending user and content. We will reinstate that Authorized User at your discretion.

6.4 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) we have no obligation to provide or perform any Service, Professional Services, or Technical Support Services after the effective date of the termination; (b) you will immediately pay to us any uncontested Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of the termination will survive; (d) you will provide us with a written certification signed by your authorized representative certifying that all use of the Service and Documentation by you, your Affiliates, and Permitted Third Parties has been discontinued and the Client Software has been de-installed from your and your Affiliates' computer systems; and (e) Sections and Subsections 1, 2, 3.8, 4.5, 5, 6.4, 7, 8.3, 9.3, 10, 12, 13, 14 and 15 will survive termination. If you terminate this Agreement for our uncured material breach, as your exclusive remedy, we will provide you a pro-rata refund of all prepaid but unused Subscription Fees for the remainder of the then-current term.

7. CONFIDENTIAL INFORMATION

7.1 Definition. "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified on the Service Order. Confidential Information includes this Agreement and its terms. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (e) is intended by you in the context of our Services for public display or distribution.

7.2 Maintenance of Confidentiality. The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who contractually agree to hold it in confidence in the same or a similar manner. The receiving party may disclose the disclosing party's Confidential Information if required by law, including but not limited to public records laws, so long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

7.3 Return of Materials and Effect of Termination. Upon written request of the disclosing party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing party's Confidential Information. Following expiration or termination of this Agreement, upon request from you, we will purge your Subscriber Data and your Service environment from our systems. The obligations in this Section 7 survive for three years following expiration or termination of this Agreement, except that Confidential Information that constitutes a trade secret of the disclosing party will continue to be subject to the terms of this Section 7 for as long as such information remains a trade secret under applicable law.

7.4 Injunctive Relief. The receiving party acknowledges that the remedy at law for any breach or threatened breach of this Section 7 shall be inadequate and that the disclosing party shall be entitled to seek injunctive relief against any such breach or threatened breach, without posting any bond or showing of irreparable harm, in addition to any other remedy available to it.

7.5 Survival. In the event this Agreement is terminated for any reason, this Section 7 will survive; trade secrets will remain confidential in perpetuity.

8. DATA

8.1 Data Security. This section 8.1 applies only if we agree to receive Regulated Data from you in an applicable Service Order under this Agreement. If we receive Regulated Data under FERPA, then you agree that we are deemed a "school official," as defined by FERPA, to the extent of our access to Subscriber Data that constitutes "student records" as defined by FERPA. We implement and

maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data and authentication credentials both at rest and during transmission to the Service. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. We maintain our then-current information security policies at www.schoolstatus.com/legal/security. You acknowledge and agree that you have had an opportunity to review this security documentation and determined that it is suitable for your purposes.

8.2 Data Breach. In the event of unauthorized access or acquisition of Subscriber Data from systems under our management and control (a "Breach"), we will promptly notify you, provide information about the Breach, and make reasonable efforts to mitigate damages resulting therefrom. Unless otherwise required by law, we will not transmit any notification to your constituents in relation to a Breach without your prior approval (which shall not be unreasonably withheld).

8.3 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach of such authorization credentials at privacy@schoolstatus.com.

8.4 Data Content. You are solely responsible for the availability, accuracy, appropriateness, or legality of Subscriber Data or any other information you may provide using the Service. You acknowledge that we may not be able to independently determine, and we do not monitor, whether any Subscriber Data constitutes Regulated Data. Under some Service Orders, we may agree to receive Regulated Data from you in connection with our provision of Services. You agree not to otherwise provide Regulated Data to the Services. Where we agree to receive Regulated Data, the additional terms in our data processing addendum will apply, which is found at www.schoolstatus.com/legal/dpa/ and may be updated by us from time to time. Where Regulated Data is required to provide the Services, you agree to ensure only the minimally necessary amount of such Regulated Data is provided to us to enable us to provide the Services. You further represent and warrant that you will comply, and will ensure that Authorized Users comply with, with all applicable laws, regulations, self-regulatory guidelines, and your and our privacy policies with respect to the collection, transfer, and use of any Regulated Data in connection with the Service, and submission of such Regulated Data to us for our use as described in this Agreement.

8.5 Data Rights. You represent that you have all rights and title, including intellectual property, to Subscriber Data. You agree that Usage Data is our property. You will not claim any ownership in Usage Data. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data

is not publicly identified or identifiable as originating with or associated with you, nor possible of being identified to any individual person.

8.6 Data Retention Policies. We have different data backup and retention policies depending on the Services you purchased. You may view our policies at www.schoolstatus.com/legal/dpa/ (Data Processing Addendum), which we may update from time to time in our discretion. If any change in our policies would cause the loss of any Subscriber Data, we will notify you in advance to allow you to export Subscriber Data you may need.

9. WARRANTIES

9.1 Mutual Warranties. Each party represents and warrants to the other that:

(a) this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and

(b) no authorization or approval from any third party is required in connection with such party's execution and delivery of the Service Order, or performance of this Agreement.

9.2 Our Warranties.

We warrant that the Service as delivered to you will materially conform to the specifications set forth in the Documentation or applicable Service Order, during the Order Term. You must notify us of a claim under this warranty within 90 days of the date on which the condition giving rise to the claim first appears. To the extent permitted by applicable law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service or re-performance of the Professional Service, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Service Order and a refund of any prepaid unused fees for the applicable Service or Professional Services.

9.3 Your Warranties. You represent, warrant, and covenant that: (a) you will comply with all laws and regulations, including those applicable to your provision of data, Third Party Services, and your use of the Services, as applicable; (b) you will at all times provide us and other users with accurate and complete information; (c) Subscriber Data does not violate, infringe or misappropriate the rights of any third party; (d) nothing you or any of your Authorized Users upload to the Services will include, transmit or introduce any viruses, trojan horses, worms, spyware or other destructive or malicious code; and (e) you have obtained, and will maintain at all times, all necessary or appropriate consents, licenses, authorizations, permits or rights in or to any Subscriber Data sufficient to provide such data and content to us for our use in providing the Services and as permitted or required by this Agreement.

10. DISCLAIMERS

10.1 General. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, 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. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE OR DOCUMENTATION. WE DO NOT WARRANT THAT THE SERVICE OR DOCUMENTATION IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE OR DOCUMENTATION WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE ACCURACY OF SUBSCRIBER DATA OR THE RESULTS OF USE OF THE SERVICE OR DOCUMENTATION. WE EXPRESSLY DISCLAIM THAT THE HOSTING FUNCTIONALITY OR MESSAGING SERVICES AS USED BY YOU AND/OR YOUR USERS AND/OR THE GENERAL PUBLIC WILL COMPLY WITH LAW.

10.2 No Legal Advice. Some of our Services may include providing you with access to or use of various templates or form documents, such as health forms, lunch forms, or letters. We provide these solely for your convenience and informational purposes, and our making such templates or documents available for your review does not constitute the provision of legal or any other advice. You acknowledge, understand, and agree that it is solely up to you to determine the nature, timing, and contents of the documents you circulate to users and other third parties using our Services. We encourage you to adjust the templates and form documents as you deem appropriate in consultation with your relevant advisors.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

11.1 Defense of Infringement Claims. We will, at our expense, either defend you from or settle any claim, proceeding, or suit brought by a third party ("Claim") against you alleging that your use of the Service infringes or misappropriates any U.S. patent, copyright, trade secret, trademark, or other intellectual property right (such rights, "IP Rights"). As a condition of our obligation under the previous sentence, you must (a) give us prompt written notice of the Claim; (b) grant us full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as we may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. You will not defend or settle any Claim under this Subsection 11.1 without our prior written consent. You may participate in the defense of the Claim at your own expense and with counsel of your own choosing, subject to our sole control over the defense and settlement of the Claim as provided above.

11.2 Indemnification of Infringement Claims. We will indemnify you and your Affiliates from and pay: (a) all judgments finally awarded against you and your Affiliates in any Claim under Subsection 11.1;

; and (b) all amounts that we agree to pay to any third party to settle any Claim under Subsection 11.1.

11.3 Exclusions from Obligations. We have no obligation under this Section 11 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services; (b) any aspect of the Service configured specifically for you to comply with designs, requirements, or specifications required by or provided by or on your behalf; (c) use of the Service by you, any Affiliate, or any Permitted Third Party outside the scope of the rights granted in this Agreement; (d) failure of you, any Affiliate, or any Permitted Third Party to use the Service in accordance with instructions provided by Us; or (e) any modification of the Service not made or authorized in writing by Us.

11.4 Infringement Remedies. In the defense or settlement of any infringement Claim, we may, at our sole option and expense: (a) procure for you a license to continue using the Service; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially feasible in our sole judgment, then terminate your license and access to the Service and refund any prepaid, unused Service fees as of the date of termination. To the extent permitted by applicable law, this Section 11 states our sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Service.

12. INDEMNIFICATION

12.1 Defense. You will defend, hold harmless, indemnify, and keep indemnified us and our Affiliates from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by you, your Affiliates, or Permitted Third Parties, except for our defense and indemnity obligations under Section 11.1; (b) the Subscriber Data or other content, materials or information provided by you or on your behalf under this Agreement; and (c) any violation of your representations, warranties, or covenants hereunder. We will give you prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as you may reasonably request at your expense. We may participate in the defense of any Claim at our own expense and with counsel of our own choosing. We may assume control of the defense hereunder at any time by providing notice to you through any reasonable means. You may not settle any claim against us, or admit any fault on our behalf, except with our prior, written consent.

12.2 Indemnification. You will indemnify us from and pay: (a) all damages, costs, and attorneys' fees finally awarded against us in any Claim under Subsection 12.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by us in connection with the defense of a Claim under Subsection 12.1; and (c) all amounts that you agree to pay to any third party to settle any Claim under Subsection 12.1.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOSS OF DATA OR USE THEREOF, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13.2 Cap on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL OUR TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED 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 TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

13.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

14. THIRD PARTY SERVICES

14.1 Integration; Permissions. The Services may contain features or capabilities designed to interoperate with products, services, or technologies provided by you or your third-party contractors or providers ("Third Party Services"). Third Party Services include student information systems that you may operate or separately purchase from third parties. If you integrate or direct us to integrate the Services with any Third Party Services, you acknowledge that such Third Party Services might access or use Subscriber Data and you permit the Third Party Services to access or use Subscriber Data. We may also act on your behalf in order to access, retrieve, and/or download certain data files or documents from third parties necessary to provide the Service(s). You acknowledge and agree that we are not responsible for the acts or omissions of Third Party Services.

14.2 Disclaimer. You are solely responsible for the use of such Third Party Services and the impact such use may have on the Services (adverse or otherwise) and any data loss or other losses that may occur as a result of using any such Third Party Services. You represent, warrant and covenant that your use of any integration or interoperability between the Services and Third Party Services, and activity of ours authorized by you with respect to such Third Party Services, complies with the terms of use for those Third Party Services. To the extent permitted by applicable law, we make no

warranty or guarantee with regards to any such interoperation, any Third Party Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation if, the provider of the Third Party Services ceases to make the Third Party Services available for interoperation with the Services. Any cessation of such features will not entitle Customer to any refund of Services Fees or other compensation.

15. GENERAL

15.1 Insurance. We will during the Term maintain (a) comprehensive general liability and property insurance with limits not less than Two Million Dollars (\$2,000,000.00); and (b) cyber insurance with limits not less than Three Million Dollars (\$3,000,000.00).

15.2 Access by Competitors. You may not access the Service if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

15.3 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

15.4 Export Controls. The export of the Service or Client Software may be subject to restrictions under United States and foreign laws. You shall not export the Service or Client Software, in whole or in part, to any country outside the United States, whether in tangible or electronic form, via access through some telecommunications method (such as through the Internet or via a dedicated dial-up line accessible from a country outside of the United States), or by disclosing the Service or Client Software to a foreign national, without our prior written consent of Company and then only in compliance with all applicable United States and foreign laws and regulations.

15.5 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

15.6 Publicity. We may only use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement or as otherwise explicitly authorized in this Agreement or a Service Order. We reserve the right to use your name and trademark as a reference for

marketing and promotional purposes on our website and in other communications with our existing and prospective customers.

15.7 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

15.8 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order.

15.9 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

15.10 Force Majeure. To the extent permitted by applicable law, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses commercially reasonable efforts to avoid or remove the causes of non-performance.

15.11 Institutional Customers. If you are a public institution or instrumentality of the state, we acknowledge that you enter into this Agreement and any other agreements only to the extent authorized by applicable governing law. Any provisions in this Agreement or any Service Order that are not authorized or inconsistent with applicable governing law or any legally binding attorney general opinions interpreting applicable governing law, now or at any time in the future, are and shall be deemed invalid and unenforceable.

15.12 Governing Law; Venue.

(a) If you are a public institution or instrumentality of the state, this Section 15.12(a) applies. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the state in which you are located, without reference to its choice of law rules, and not including the provisions of the 1980 U.N. Convention on Contracts for the

International Sale of Goods. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be exclusively heard in the courts of the county in which you are located.

(b) For all other subscribers that are not a public institution or instrumentality of the state, this Section 15.12(b) applies. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Mississippi, U.S.A., without reference to its choice of law rules, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be exclusively heard in the federal or state courts in Jackson, Mississippi.

15.13 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including your Affiliates, Permitted Third Parties, or Authorized Users.

15.14 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. We reserve the right, at our discretion, to change the terms of this Master Services Agreement (and in doing so, the Agreement) on a going-forward basis at any time in our discretion. Please check the terms of this Master Services Agreement periodically at <https://www.schoolstatus.com/master-services-agreement> for changes. If a change materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Service or you may Terminate your Agreement; your continued use of the Service following publication of the modified Master Services Agreement will indicate your acceptance. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

15.15 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

15.16 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

15.17 Counterparts. The Service Order may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Service Order may also be executed and delivered by facsimile or

electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

15.18 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

15.19 Entire Agreement. This Agreement (including the Service Orders hereunder) and all exhibits hereto (or to a Service Order hereunder) contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of Service Order will control. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing. The parties agree that the terms of this Agreement will be more strictly construed against one party than against another.



Data Processing Addendum

Last Revised April 22, 2026

This Data Processing Addendum ("DPA") is between SchoolStatus ("SchoolStatus"), a Mississippi corporation, and the education-related entity ordering services from SchoolStatus ("Customer"). This DPA is hereby incorporated into and deemed part of that particular Order Form and Master Service Agreement entered by and between SchoolStatus and Customer ("Agreement"). Customer and SchoolStatus are each a "Party" and are collectively the exclusive "Parties" to this DPA. This DPA applies to SchoolStatus to the extent that SchoolStatus Processes Personal Data on behalf of Customer in order to provide the services under the Agreement (the "Services"). This DPA does not apply to Business Contact Data exchanged between the Parties except as set forth in section 2.4 below. This DPA applies to Customer in all cases according to its terms. Capitalized terms not specifically defined herein shall have the meaning set out in the Agreement. In the event of a conflict between the terms of the Agreement as they relate to the Processing of Personal Data and this DPA, the DPA shall prevail.

1. DEFINITIONS

1.1. "Data Controller" means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. "Data Controller" includes the meaning assigned to the term and similar terms under applicable Data Privacy Laws.

1.2. "Data Processor" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller. "Data Processor" includes the meaning assigned to the term and similar terms under applicable Data Privacy Laws.

1.3. "Data Privacy Laws" means United States ("U.S.") federal, state, and local laws, regulations, and rules that apply to SchoolStatus's Processing of the Personal Data.

1.4. "Data Subject" has the meaning assigned to the term "data subject" or "consumer" under applicable Data Privacy Laws and shall include identified or identifiable natural persons to whom the Personal Data relates. For clarity, "Data Subject" includes student children and minors under the age of 18.

1.5. "Personal Data" means data that is linked or reasonably linkable to a Data Subject, and which is provided by (or on behalf of) Customer to SchoolStatus in connection with the Services. For clarity, "Personal Data" includes personal data that is categorized as "sensitive" under Data Privacy Laws or other related legal authorities.

1.6. "Process" and its derivatives means any operation or set of operations that are performed on Personal Data or sets of Personal Data, whether or not by automated means, including, collection, recording, organization, structuring, storage, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "Security Incident" means any situation in which SchoolStatus confirms that Personal Data under SchoolStatus's direct control has been disclosed to or acquired by unauthorized persons in an unauthorized manner having a material harmful impact on Customer or Data

Subjects' interests or rights. Notwithstanding the foregoing, a Security Incident shall not include (1) acquisition or disclosure of "directory information" as defined under 34 CFR § 99.3, and/or (2) acquisition or disclosure of Data Subject information to personnel, parents, teachers, or administrators of that Data Subject's school.

1.8. "Subprocessor" means the service providers of SchoolStatus listed in the designated "Subprocessor List" located at SchoolStatus Privacy Notice (the "Subprocessor List") and to whom SchoolStatus provides or makes available Personal Data for Processing in connection with the Services to be carried out on behalf of Customer. Customer acknowledges that Subprocessors do not include other third parties with whom Customer or its personnel directs SchoolStatus to interact or share Personal Data. Notwithstanding any other term of this or any other agreement, SchoolStatus shall have no responsibility for or obligations with respect to Customer's chosen use of the Services, or of any SchoolStatus licensed software, to ingest data from or to share data with such third parties, including third parties connected to SchoolStatus cloud services or other SchoolStatus software and/or third parties with whom Customer maintains an independent contract.

2. RELATIONSHIP OF PARTIES

2.1. **Appointment as Data Processor.** Customer acknowledges and agrees that Customer will be considered the Data Controller and that Customer appoints SchoolStatus as Data Processor with respect to Personal Data provided to SchoolStatus in order for SchoolStatus to provide the Services to Customer. Notwithstanding any other term herein or in the Agreement, Customer acknowledges and agrees that, as part of providing the Services, SchoolStatus may Process Personal Data for business purposes, such as: (i) to enhance, analyze, develop or troubleshoot SchoolStatus's products and services; (ii) to comply with applicable laws (including law enforcement requests or compulsory disclosures); (iii) to help ensure the internal security of SchoolStatus's products and services, prevent fraud or mitigate risk, and for other information security purposes; (iv) to protect the interests of SchoolStatus or Customer; and (v) for any other purposes contemplated or permitted by the Agreement, this DPA, or by applicable law (each of the foregoing, along with the provision of Services, a "Permitted Service Purpose," and collectively the "Permitted Service Purposes").

2.2. **Customer Obligations.** Customer represents, warrants and covenants that: (i) the Documented Instructions comply with all law; (ii) Customer has at all times complied, does now comply, and will at all times comply with its legal obligations, including but not limited to any obligations as a Data Controller under Data Privacy Laws, any obligations under laws protecting the data of children and minors under the age of 18, any obligations under laws regulating social media technologies, features, and/or services, and any obligations under the TCPA, CAN-SPAM, Telemarketing Sales Rule and/or state laws regulating messaging; and (iii) Customer has complied with all legal obligations, including by providing all notices and obtaining all consents, and all rights, necessary under law for SchoolStatus to Process Personal Data and to provide the Services as contemplated in the Agreement and herein. Customer will in all cases limit its provision of Personal Data to SchoolStatus to the amount and kinds of data adequate, relevant, and necessary for performing the Permitted Service Purposes. Without limiting any payment obligations under the Agreement, Customer shall immediately notify SchoolStatus and cease use of the Services in the event and to the extent any required authorization or legal basis for Processing is revoked or terminated. SchoolStatus may thereafter suspend Processing and/or the provision of the Services and will have no liability for such actions.

2.3. **Compliance with Law / Authority.** Customer is solely responsible for determining the lawfulness of the Documented Instructions it provides to SchoolStatus and shall only provide SchoolStatus with instructions that are lawful under Data Privacy Laws. Customer acknowledges and agrees that it is solely responsible for determining whether the SchoolStatus Services are sufficient to comply with Customer's legal obligations. Customer acknowledges and agrees that it has had an opportunity to assess whether the Services meet Customer's legal obligations, and that the Services are in fact sufficient to meet such obligations. Authorization and permissions in this DPA extended to SchoolStatus shall also include SchoolStatus's affiliates.

2.4. **Compliance with TCPA.** Customer is solely responsible for ensuring that the content and delivery of any text messages sent to or viewed by an end user using the Services meet all legal obligations under the Telephone Consumer Protection Act ("TCPA") and other similar state laws, including by providing all required notices and obtaining all required consents under such laws. Customer is solely responsible for the transmission of text messages via the Services. Customer hereby authorizes and permits SchoolStatus to alter and encode the text messages into other formats, store it, and transmit it via third parties to mobile devices (and any other means of viewing the messages). Notwithstanding the foregoing or any other activities taken by SchoolStatus to transmit or facilitate the delivery of messages, SchoolStatus shall never be considered a "sender," "transmitter," "initiator," "telemarketer," or any other related term as defined under law. Customer acknowledges and agrees that, notwithstanding any other provision in the Agreement or this DPA, SchoolStatus will have no liability of any kind to Customer or any Customer clients or end users for claims, complaints, or any other actions arising under the TCPA or similar state laws.

2.5. Business Contact Data. For clarity, Customer acknowledges and agrees that SchoolStatus does not act as a Data Processor with respect to business contact information of Customer's employees and representatives with whom SchoolStatus interacts for purposes of managing or communicating about SchoolStatus services generally (the "**Business Contact Data**"). With respect to Business Contact Data, the Parties each act as independent Data Controllers each responsible for their own compliance with their respective obligations under law. No joint controller relationship is established between the Parties.

3. OBLIGATIONS OF SCHOOLSTATUS

3.1. Customer Instructions. Customer hereby authorizes SchoolStatus to Process Personal Data for the Permitted Service Purposes and for the purposes set forth in the Agreement and permitted hereunder ("**Documented Instructions**"), and which include the provision of the Services. SchoolStatus shall only Process Personal Data according to the Documented Instructions and for the Permitted Service Purposes. In addition, SchoolStatus may rely upon, but will not be required to comply with, any additional instructions provided by Customer outside the scope of the Documented Instructions.

3.2. Notices. As required by applicable Data Privacy Laws and as permitted by law, SchoolStatus shall: (i) notify Customer if SchoolStatus determines in its sole discretion that it can no longer meet its obligations under Data Privacy Laws or this DPA in such a manner as renders it incapable of providing the Services, and (ii) notify Customer promptly prior to any Processing by SchoolStatus outside of the Documented Instructions.

3.3. SchoolStatus Personnel. As required under applicable Data Privacy Laws, SchoolStatus shall be responsible for ensuring that its personnel involved in the Processing of Personal Data have signed a confidentiality agreement, are otherwise bound by a duty or ethical rule of confidentiality, or are under an appropriate statutory obligation requiring the same. Customer will ensure that its employees, contractors, and other personnel accessing the Services and/or any SchoolStatus platform or SchoolStatus confidential information have committed themselves to confidentiality or are under a statutory obligation of confidentiality.

3.4. Retention, Use, and Disclosure of Personal Data. To the extent required to ensure compliance with applicable Data Privacy Laws, with respect to its Processing of Personal Data, SchoolStatus shall not: (i) "sell" or "share" the Personal Data, as those terms are defined under applicable Data Privacy Laws; (ii) retain, use or disclose the Personal Data for any purpose other than the Permitted Service Purposes; (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between SchoolStatus and Customer except at Customer's direction; or (iv) combine Personal Data with personal data that it receives from another source or collects from interactions on its own behalf with individuals, unless permitted by law. SchoolStatus certifies that it understands the obligations listed in this paragraph and will comply with them. Customer acknowledges and agrees that SchoolStatus may host Personal Data with commercial cloud service providers, including those in the SchoolStatus Subprocessor List available at SchoolStatus Privacy Notice.

3.5. Demonstrate Compliance. As required by applicable Data Privacy Laws, at Customer's reasonable request and with at least thirty (30) days advance written notice, SchoolStatus shall make available to Customer such records and information as is necessary to demonstrate that its use of Personal Data is compliant with this DPA and applicable Data Privacy Laws [by providing or making available, as and if available, to Customer, not more than once annually, copies of SchoolStatus's most recent SOC2 Type 2 audit report or penetration test summaries].

3.6. Stop and Remediate Processing. As required by applicable Data Privacy Laws, Customer shall have the right to take reasonable and appropriate steps to stop and remediate use of Personal Data by SchoolStatus that violates this DPA or Data Privacy Laws, solely by notifying SchoolStatus of the proposed stoppage or remediation. SchoolStatus shall consider such requests in good faith and inform Customer of its proposed response, which may include no action in its discretion. SchoolStatus may rely upon but will have no liability for following any such proposals of Customer.

3.7. Cooperation. As required by applicable Data Privacy Laws, SchoolStatus shall provide reasonable cooperation to Customer to respond to Data Subject rights requests under Data Privacy Laws and/or SchoolStatus shall provide tools that permit Customer to manage such requests itself. In the event that SchoolStatus receives a Data Subject rights request which it identifies as relating to Customer, SchoolStatus shall promptly inform Customer of the same, including via email. Customer acknowledges and agrees that SchoolStatus may respond to such Data Subject rights requests as required of it by law, to acknowledge receipt, and/or to direct the request to Customer.

3.8. Comparable Protection. As required by applicable Data Privacy Laws, SchoolStatus shall provide the same level of privacy protection to Personal Data as Customer is required to provide such data under Data Privacy Laws, by adhering to the standards set forth above and any additional standards agreed upon between the Parties in writing.

3.9. Information Security. As required by applicable Data Privacy Laws, SchoolStatus shall implement reasonable information security procedures and practices including technical and organizational measures appropriate to the nature of the Personal Data to protect the same from unauthorized or illegal access, destruction, use, modification, disclosure, or any Security Incident. Notwithstanding the foregoing, Customer acknowledges that it has been afforded an opportunity to conduct its own diligence review of SchoolStatus's information security procedures and concluded that the same are adequate.

4. SUBPROCESSING

4.1. Authorized Subprocessors. Customer authorizes SchoolStatus to share Personal Data with Subprocessors included in the Subprocessor List available here: SchoolStatus Privacy Notice. Customer agrees that SchoolStatus may share Personal Data with Subprocessors added to the Subprocessor List after the date of the execution of this DPA. SchoolStatus shall provide Customer an opportunity to object to such additional Subprocessors by providing prior notice of such proposed additional Subprocessors to the Customer. Such notice may be made available by SchoolStatus updating its Subprocessors List, or by other reasonable means (such as email notice). Customer may notify SchoolStatus of any objections to such new Subprocessors via written notice.

4.2. Subprocessor Obligations. As required by applicable Data Privacy Laws, SchoolStatus shall enter into written contracts with its Subprocessors that Process Personal Data which are designed to ensure that Subprocessors meets the obligations of SchoolStatus with respect to Processing of Personal Data under the Agreement.

4.3. Other disclosures. SchoolStatus may provide its Services via websites or other online technologies. In some cases, these websites or online technologies may be made available to Customer's personnel, students, parents, administrators, or others with whom customer interacts (collectively, Customer's "Users"). Customer acknowledges and agrees on behalf of itself and its Users that these websites or online technologies may include cookies, widgets, components, and/or other functionality that involves sharing usage data about Users with third parties, and that, in some cases, these third parties may not be identified as Subprocessors.

5. DATA DELETION AND RETURN

SchoolStatus shall delete or return Personal Data as specified under the Agreement. Notwithstanding any other term of the Agreement, Customer acknowledges and agrees that SchoolStatus does not provide a system of record and that SchoolStatus may delete Personal Data upon termination or expiration of the Agreement, or upon termination or expiration of any service term to which such Personal Data relates, or upon non-payment of owed amounts, without liability to Customer. Customer, not SchoolStatus, is solely responsible for maintaining legally required records or copies of records required to be maintained under law, including school records. Customer represents, warrants, and covenants that it shall at all times maintain records or copies of records required to be maintained under law, including education or school records. In any case, SchoolStatus may retain Personal Data as permitted or required by law.

6. LIMITATION OF LIABILITY

SCHOOLSTATUS WILL NOT BE LIABLE IN CONNECTION WITH THIS DPA OR UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, REVENUES OR PROFITS, EVEN IF SCHOOLSTATUS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER TERM OR AGREEMENT BETWEEN THE PARTIES, SCHOOLSTATUS'S TOTAL AGGREGATE LIABILITY UNDER THIS DPA OR ITS SUBJECT MATTER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SCHOOLSTATUS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. SCHOOLSTATUS MAKES NO WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY PERTAINING TO, THE DOCUMENTED INSTRUCTIONS AND SCHOOLSTATUS'S ACTS AND OMISSIONS IN ACCORDANCE THEREWITH.

7. INDEMNITY

7.1. Customer will: (a) defend and hold harmless SchoolStatus and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against all actions, claims, litigation, arbitration, disputes, investigations, inquiries, allegations, or accusations (collectively, "**Actions**"); and (b) indemnify the Indemnified Party for all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), in each case arising out of or related to any third-party Action regarding Customer's actual or alleged: (a) operations or use of the Services; (b) failure to comply with federal, state, or local laws, regulations, or codes; (c) breach or non-fulfillment of any provision of this DPA or any representation, covenant, and/or warranty of Customer hereunder; (d) negligent or more culpable act or omission (including any reckless or willful misconduct) in connection with the performance of its obligations under this DPA; (e) failure to maintain school or education records as required by law; (f) failure to comply with any laws regarding the transmission of messages or content; or (h) failure to comply with any laws regarding collection, use, disclosure, or other processing of data of children or minors under the age of 18.

7.2. Indemnified Party may at any time and in its sole discretion assume control of the defense of any Action, with counsel of its choosing and at Customer's sole expense, immediately upon written notice to Customer. Customer agrees to participate with Indemnified Party as requested and at Customer's sole expense in any Action impacting Indemnified Party that arises under or relates to Customer's use of the Services.

8. MISCELLANEOUS PROVISIONS

8.1. **Governing Law and Jurisdiction.** Customer and SchoolStatus hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.

8.2. **Changes in Data Privacy Laws.** If any variation to this DPA is required as a result of a change in Data Privacy Laws, then either SchoolStatus or Customer may provide written notice to the other Party of that change in law. No additional terms shall be effective or binding on SchoolStatus unless agreed by SchoolStatus in a signed writing.

8.3. **Notices.** Any notices from SchoolStatus under this DPA may be provided by SchoolStatus via any means SchoolStatus deems reasonable and appropriate, including via email to Customer contact. Notices to SchoolStatus under this DPA shall be directed to legal@schoolstatus.com.

8.4. **Severability.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be construed in a manner as if the invalid or unenforceable part had never been contained therein.

8.5. **Counterparts.** This DPA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to this DPA by fax or by email of a scanned copy, or execution and delivery through an electronic signature service (such as DocuSign), shall be effective as delivery of an original executed counterpart of this DPA.

8.6. **Construal.** In interpreting the provisions of this DPA, no adverse inference shall be drawn against a Party by reason of that Party being a drafting Party of this DPA. The word "including" shall be construed to mean "including without limitation."