

Software as a Service Agreement

This Software as a Service Agreement (this “Agreement”) is entered into as of the 10 day of May, 2022 (the “Effective Date”) between Raytown Quality Schools, a K-12 school district, having a place of business at 6608 Raytown Rd., Raytown, MO 64133 (“You” or “District”) and Horizon Software International, LLC, a Georgia limited liability company having its principal offices at 2850 Premiere Parkway, Suite #100, Duluth, Georgia 30097 (“Horizon” or “Company”).

1. Definitions

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) “Customer Data” means the data provided by You that resides in Your Services environment.
- (b) “Documentation” means the user documentation and any other operating, training, and reference manuals relating to the use of the Services, as supplied by Horizon to You.
- (c) “Invoice” means an invoice issued by Horizon to you under this Agreement.
- (d) “Services” means the annual subscription services described in the proposal or quotation provided to You by Horizon and outlined in Exhibit A attached hereto and made a part hereof by this reference.
- (e) “Service Commencement Date” or “Anniversary Date” means the date on which Horizon provides You with access sufficient to use the Services whether or not You actually begin use of the Services on that date.
- (f) “Users” mean Your employees who are permitted to use the Services as authorized by You.
- (g) “You” or “you” means the hospital, retirement community, college, university, school district, corporation, partnership, limited liability company, limited partnership or other entity or individual who has been invoiced and purchased the Services.

2. Services Provided

Horizon will provide the Services set forth in Exhibit A during the term of this Agreement. The Services do not include any third-party support, training, programming, hardware, or software that is not set forth in this Agreement.

3. Rights Granted

Horizon reserves all rights not expressly granted herein. For the duration of this Agreement, You will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Your internal business operations and subject to the terms of this Agreement. You may allow Users to use the Services for this purpose, and You are responsible for the Users’ compliance with the Agreement. You acknowledge that Horizon has no delivery obligation and will not ship copies of the Horizon software applications to You as part of the Services. Upon termination of the Agreement, Your right to access or use the Services shall terminate.

4. Obligations and Restrictions

4.1 During the term of the Agreement You agree to (a) acknowledge and accept the terms of Horizon’s Service Level Commitment (“SLC”) attached hereto as Exhibit B; (b) reasonably cooperate with Horizon in any investigation of service outages, security problems, and any suspected breach of the Agreement; (c) represent and warrant that You have sufficient right to transmit, store, copy, and use all data, including personal information if applicable, provided by You and used by You with the Services; (d) make every reasonable effort to prevent unauthorized third parties from accessing the Services; and (e) provide and maintain all hardware, software, and network connectivity (“Environment”) needed to access the Internet and the Services. You agree that Your Environment will meet the minimum standards as set forth in the Documentation.

4.2 You may not (a) remove or modify any program markings or any notice of Horizon’s or its licensors’ proprietary rights; (b) make the programs or materials resulting from the Services available in any manner to any third party; (c) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Horizon; and (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services or materials available to any third party.

5. Training Services

If purchased by You and as set forth on an Invoice, Horizon will provide training in the technical skills which will enable attendees to use the Services ("Training Services"). In consideration of payment of the training fees associated with the Training Services set forth on an Invoice, You are entitled to receive the number of days of Training Services for the number of designated Users as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Your Users attending such Training Services.

6. Technical Support

During the term of the Agreement, and subject to the terms and conditions hereof, Horizon agrees to provide You the following technical support with respect to the Services (collectively "Technical Support"):

6.1 Horizon agrees to provide You remote technical assistance to assist with the resolution of any issues related to your use of the Services. Horizon will respond to phone calls from Support Contacts (defined below) pursuant to the terms and conditions in the Statement of Technical Support Services document which can be accessed at: <https://www.horizonsoftware.com/tss> and which is made a part hereof by this reference.

6.2 You shall designate in writing to Horizon no more than two (2) technical contacts to request and receive remote technical assistance from Horizon ("Support Contacts").

7. Warranties and Disclaimers

7.1 Horizon warrants that the Services will perform in all material respects in accordance with the Documentation. As the sole and exclusive remedy under the warranty provided in this Section, Horizon will use reasonable commercial efforts to correct any error in the Services.

7.2 HORIZON DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT HORIZON WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT HORIZON DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HORIZON IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Fees, Expenses, and Payment

8.1 You shall pay to Horizon the annual fee for Services ("Subscription Fee") within thirty (30) days of the invoice date and in accordance with the Invoices presented to You. The initial Subscription Fee is payable in advance of the Service Commencement Date and thereafter is payable annually in advance on the anniversary thereof. In the event that additional Services are added during the year, then the Subscription Fee for such additional Services (if applicable) shall be prorated on a monthly basis for the remainder of the year. After the Initial Term (defined below), Horizon reserves the right to increase the annual Subscription Fee by the greater of five percent (5%) or the cumulative increase in the prior calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (revised 1982-1984 = 100) (the "CPI"), applied every July 1. Horizon will provide you an invoice for the upcoming Renewal Term (defined below) at least sixty (60) days in advance of the Anniversary Date and You shall have the right to discontinue the use of the Services by providing written notice to Horizon at least thirty (30) days prior to the end of the then-current term of your intent not to renew the term of this Agreement. Except with respect to a service credit as outlined in Exhibit B, the Subscription Fee is non-refundable.

8.2 You shall pay the fees for the hardware in the amounts and in accordance with the Invoices presented to you. Hardware is billed upon shipment and payment is due within thirty (30) days from the invoice date. If You decide to return the hardware or any portion thereof, there will be a thirty percent (30%) restocking fee due. Hardware returns will not be accepted after thirty (30) days from the shipping date.

8.3 You shall pay Horizon the fees for Training Services (if You have ordered such) in accordance with the Invoices presented to You. Training Fees are billed upon completion and payment is due within thirty (30) days from the invoice date.

8.4 You shall reimburse Horizon for all costs and expenses, including without limitation, reasonable travel expenses (including transportation, lodging, and per diem) reasonably incurred in rendering on-site Training Services to You.

8.5 All fees and expenses payable to Horizon under this Agreement are net amounts to be received by Horizon, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Horizon's income.

8.6 Interest may be charged by Horizon on overdue amounts not paid to Horizon as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-½%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

8.7 During the term of this Agreement, You grant Horizon the right to enter Your premises during business hours for the sole purpose of examining Your records and other information relating to Your use of the Services. Entry to the premises must be prearranged and approved by the District. If this examination reveals that You have improperly used the Services, such conduct shall be considered a material breach of this Agreement and Horizon may choose to either terminate this Agreement or invoice You for such unauthorized use based upon Horizon's standard fees in effect at the time the examination is completed. If the underpaid fees exceed five percent (5%) of the fees actually paid, then You shall also pay Horizon's reasonable costs of conducting the examination.

9. Term and Termination

9.1 Unless sooner terminated as provided herein, (a) the term of this Agreement will commence on the Service Commencement Date and continue in effect for an initial period of twelve (12) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement may renew upon the mutual written agreement of the parties for additional successive terms of twelve (12) months (each a "Renewal Term"). After the Initial Term and subject to Section 8.1, Horizon may adjust the Subscription Fee for subsequent periods as a condition of the renewal of the term. Your use of the Services after the Initial Term or any Renewal Term shall serve as a renewal of the Agreement for the then-current term.

9.2 This Agreement may be terminated at any time upon the giving of written notice:

(i) By either party in the event that the other party (a) with respect to default of any payment obligations or obligations under Section 11 hereof, fails to remedy, or (b) with respect to all other obligations, fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such default; or

(ii) By Horizon if You make an assignment for the benefit of creditors, or commence or have commenced against You any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

(iii) By either party by providing written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement.

9.3 At Your request, and for a period of up to sixty (60) days after the termination of the Agreement, Horizon may permit You access to the Services solely to the extent necessary for You to retrieve the Customer Data then in the Services environment. You agree and acknowledge that Horizon has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted after sixty (60) days following the termination of the Agreement.

9.4 Upon termination of this Agreement for any reason, (a) You shall immediately return to Horizon all property of Horizon or its suppliers, and the "Proprietary Information" (as defined in Section 11) of Horizon and (b) all rights granted by Horizon hereunder to You shall immediately cease.

9.5 Upon termination of this Agreement, Sections 3, 8-15, and 18 of this Agreement shall survive termination of this Agreement.

10. Indemnification

10.1 Horizon will indemnify, defend and hold harmless You from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by You arising out of claims that the Services infringe a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to the Services made by You or any other third party; (ii) third party software, whether or not provided by Horizon; or (iii) the combination, operation or use of the Services

with any software, equipment, data or other materials except those approved by Horizon under this Agreement. In the event of such a claim, Horizon will have the option, in Horizon's sole discretion, to (i) replace the Services, (ii) modify the Services to make it non-infringing, or (iii) terminate the Services and refund the then-current annual Subscription Fee paid to Horizon by You after a deduction of an appropriate charge for depreciation based on use by You prior to such removal, and You shall have no other recourse against Horizon. THIS SECTION 10.1 REPRESENTS HORIZON'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

10.2 Horizon shall indemnify, defend and hold You harmless from all third party claims, liabilities, damages or judgments, including your costs and reasonable attorney's fees, which may arise out of Horizon's breach of the Data Governance Addendum for District Data attached hereto as Exhibit C, which shall exclude those claims, liabilities, damages or judgments arising from Your sole negligence or willful misconduct.

10.3 The rights of District under this Section 10 to be indemnified shall be subject to all of the following: (a) the District must notify the Horizon in writing promptly upon learning that such claim has been or may be asserted, (b) Horizon shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the District shall provide reasonable assistance and cooperation to Horizon to facilitate the settlement or defense of any such claim.

11. Confidentiality

11.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Services.

11.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, Horizon may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.

11.3 Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

12. LIMITATION OF LIABILITY

12.1 **EXCEPT WITH RESPECT TO HORIZON'S OBLIGATIONS SET FORTH IN SECTION 10.2**, IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO YOU OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY HORIZON UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

12.2 IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO YOU OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL

OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SERVICES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

12.3 You acknowledge and agree that the allocation of risks provided in this Agreement are reflected in the fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that Horizon cannot control the manner in which and the purpose for which You shall use the Services.

13. Ownership

Horizon and its suppliers expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, service marks and copyrights in and to the Services and Documentation and any modifications, adaptations, derivative works, and enhancements made thereto. You retain all ownership and intellectual property rights in and to the Customer Data.

14. Remedies

Without limiting the materiality of any other term, You acknowledge that each provision in this Agreement providing for the protection of Horizon's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. You agree that any threatened or actual breach of Horizon's copyrights, Proprietary Information or other proprietary rights by You shall constitute immediate, irreparable harm to Horizon for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring Horizon to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

15. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.

16. Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other.

17. Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

18. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, You agree not to: (a) knowingly solicit or otherwise induce or encourage any employee of Horizon to terminate his/her employment with Horizon or (b) hire, employ or otherwise engage any person known by You to be an employee of Horizon.

19. Waiver

A waiver by either party of any breach shall not be construed to be a waiver of any other breach.

20. Force Majeure

Neither party shall be liable to the other party for any failure to perform any of its obligations (except for Your payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control.

21. Customer Data

You agree to provide any notices and obtain any consent related to Your use of the Services and Horizon's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data.

22. Statistical Data

Except where limited by Exhibit C, the Data Governance Addendum for District Data, Horizon may compile statistical information related to the performance of the Services, and may make such information publicly available for marketing and promotional purposes, provided that such information does not identify Your confidential information or include Your name, including any and all student information. Horizon retains all intellectual property rights to such information.

23. Notices

All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, or by recognized courier, properly prepaid and sent to the Horizon at 2850 Premiere Parkway, Suite #100, Duluth, GA 30097 and to You at the address at which You are invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof.

24. Export Compliance

You agree not to export, re-export, or otherwise transmit, directly or indirectly, any product, service, sample, information, technical data, or other materials received from Horizon hereunder, unless in full compliance with all applicable laws and regulations, including obtaining any required approvals or export licenses.

25. Drugs and Alcohol

Horizon shall be responsible to You for acts and omissions of Horizon's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Services on behalf of, Horizon or any of its subcontractors. As part of that responsibility, Horizon shall enforce Your alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Horizon's employees, subcontractors, and all other persons carrying out onsite services under the Agreement.

26. Anti-Discrimination Against Israel

The parties certify that neither entity is currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

27. Immunity

No provision of this Agreement shall be construed in such a way as to waive or terminate the statutory or common law immunities enjoyed by District. District shall retain all immunities allowed by law, including those immunities contained within Missouri Revised Statute § 537.600 et.seq.

28. FERPA and HIPAA

Additionally, Horizon will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), 45 C.F.R. §§ 160 and 164 ("HIPAA Privacy Rule") Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless the District for any damages suffered by the District arising out of a third party claim by reason of Horizon's failure to do so.

29. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or understandings between the parties with respect to the subject matter hereof. For greater clarity, if you have an existing agreement with Horizon for software licensing and support and/or MyPaymentsPlus services, such agreements will continue to be in full force and effect until terminated as set forth in each agreement. Your purchase of additional Services after the Effective

Date will be governed by the Agreement. If You issue a purchase order or other instrument covering the Services provided under this Agreement, it is expressly agreed that the terms of this Agreement supersede any different, conflicting or additional terms in a purchase order or other instrument. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of You and Horizon. In the event of a conflict between the terms of this Agreement, an Exhibit, or an Invoice, the terms of this Agreement shall control. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the dates set forth below:

By signing, I certify that I have read and agree with the terms of this Agreement and I am authorized to sign and execute on behalf of my institution.

Raytown Quality Schools _____

Horizon Software International, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - PROPOSAL



Horizon Software International
 Horizon Software International
 2850 Premiere Parkway
 Suite 100
 Duluth GA 30097

Quote

Date 11/8/2021
 Quote # Q118199
 Acct. No. CONS02

Bill To

financegroup@raytownschools.org
 Raytown C-2
 6608 Raytown Road
 Raytown MO 64133 - 5265
 United States

Ship To

Attn: Karen Atherton
 Raytown Administration Bldg
 6608 Raytown Road
 Raytown MO 64133
 United States

Expires	Sales Rep	Memo	Shipping Method	
5/31/2022	Donald May			
Qty	Item#	Description	Price	Amount
		HST SOFTWARE SUBSCRIPTION		
18	66-500A	Horizon - Free & Reduced: Free and Reduced Online Applications and Student Eligibility Subscription - Per Site (first 20 sites, sites 1-20)	152.00	2,736.00
1		Horizon Subscription Discount - Annual	(126.00)	(126.00)
		Subtotal Software		2,610.00
		*This is an annual subscription service which will auto renew each year. 30-day notice prior to the subscription service commencement date is required for cancellation.		
		HST FRONT OF THE HOUSE SERVICES		
1	16-95106	CO Training-Community and Applications	240.00	240.00
		Subtotal HST FOH Services		240.00
		*Remote Services Rescheduling Policy: Please note that you can make a request to cancel or reschedule your service appointment via email, fax, or phone through your assigned Horizon Project Coordinator. The Horizon Project Coordinator will confirm your updated service date with a written acknowledgement within 24 hours. Any fees associated to your schedule change will be assessed at the time of invoice.		

Total \$2,850.00

Please sign and email to orders@horizonsoftware.com as approval.

Print Name _____ Signature _____ Date _____

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software as a Service Agreement ("SaaS Agreement") which will be executed by you before gaining access to the SaaS annual subscription services.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the SaaS Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the SaaS Agreement."

Exhibit B – Service Level Commitment

Service Level Commitment

Horizon commits to provide 99% uptime with respect to the Services during each calendar quarter of the annual subscription term with the exception of the Excluded Time (defined below). If in any calendar quarter this uptime commitment is not met by Horizon and You were negatively impacted (e.g. attempted to log into or access the Services and failed due to unscheduled downtime of the Services), Horizon shall provide, as the sole and exclusive remedy, a service credit equal to a prorated amount of one month's fee for the use of the Services.

Scheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two (2) full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur in the morning on the weekend, and takes less than 24 hours each quarter. Horizon hereby provides notice that every Saturday morning from 6:00AM – 12:00PM Eastern Time is reserved for routine scheduled maintenance for use as needed.

Downtime Not Covered (“Excluded Time”)

This SLC does not cover downtime caused either directly or indirectly by:

- 1) Regularly scheduled maintenance time (as stated above) or emergency system maintenance
- 2) Any downtime caused by circumstances beyond Horizon's reasonable control, including, without limitation, force majeure events or failures or delays by any third-party Internet service provider
- 3) Your hardware or your local network
- 4) Errors caused by third party software or Horizon application software operating on a local CPU
- 5) Errors caused by the Horizon application software hosted by Horizon that are not related to system connectivity

System Uptime Calculation

The system uptime calculation is as follows:

$$\frac{\text{Total} - \text{Non-excluded} - \text{Excluded Time}}{\text{Total} - \text{Excluded Time}} * 100$$

Where:

- “Total” means the total number of minutes in a calendar quarter
- “Non-excluded” means downtime expressed in minutes that is not Excluded Time
- “Excluded Time” expressed in minutes as defined above

For any partial calendar quarter during which you subscribe to the Services, system uptime will be calculated based on the entire calendar quarter not just the portion for which You subscribed.

Credit Request

In order to receive a credit under this SLC, You must request it by emailing Horizon at invoices@horizonsoftware.com within five (5) calendar days of the end of the applicable quarter. If You are past due or in default with respect to any payment due to Horizon, then You shall not be eligible for any credit under this SLC. Horizon shall calculate any service level downtime using Horizon's system logs and other records.

Notice/Updates

This SLC may be amended by Horizon in its discretion but only after providing thirty (30) days advance notice. Notices will be sufficient if provided to a Support Contact (as defined in the Agreement) either: (a) by email, or (b) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen.

Exclusion of Sandbox and Beta Accounts

Horizon sandbox or beta accounts and any other test environments are expressly excluded from this or any other service level commitment.

Exhibit C – Data Governance Addendum for District Data (“Addendum”)

Definitions.

- **FERPA**: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
- **Security Breach (Security Incident)**: means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s), Personally Identifiable Information, or User Data.
- **Personally Identifiable Information (PII)**: includes but is not limited to (a) student’s name; (b) name of the student’s parent or other family members; (c) address of the student or student’s family; (d) a personal identifier, such as the student’s social security number, student number, or biometric record; and (e) other indirect personal identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) 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; or (g) “medical information” as may be defined in state law; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (h) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (i) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (j) other financial account numbers, access codes, driver’s license numbers; (k) and state- or federal-identification numbers such as passport, visa or state identity card numbers; (l) personally identifiable information as defined by COPPA, including but not limited to online contact information like an email address or other identifier that permits someone to contact a person directly (for example, an IM identifier, VoIP identifier, or video chat identifier), screen name or user name where it functions as online contact information, telephone number, persistent identifier that can be used to recognize a user over time and across different sites (including a cookie number, an IP address, a processor or device serial number, or a unique device identifier), a photo, video, or audio file containing a child’s image or voice, geolocation information sufficient to identify a street name and city or town; or other information about the child or parent that is collected from the child and is combined with one of these identifiers.
- **Student Education Record**: means identifiable information, including but not limited to PII, of students that may be considered part of an educational record as defined by FERPA, district policy, and any other applicable state or federal law.
- **Anonymized Data**: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.
- **De-identified Data (Pseudonymized Data)**: means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures. Attributions may include, but

are not limited to: name, ID numbers, date of birth, demographic information, location information, and/or any other unique metadata.

- **User Data (District Data):** any data provided by the District or collected from the District or authorized users, PII, metadata, user content and/or any data part of a student education record that is not anonymized or de-identified. Since the District maintains ownership of all data, this will also be referred to as District Data.

Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. Company is permitted to subcontract or delegate the performance of corresponding duties and obligations contained in the Agreement and/or this Addendum, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Agreement conflicts with or contradicts this Addendum, the provisions of this Addendum shall prevail.

Designation: Raytown Quality Schools hereby designates **HORIZON SOFTWARE INTERNATIONAL, LLC** as a “school official” with “legitimate educational interests” in the District’s records, as those terms have been defined under FERPA and its implementing regulations, and Company agrees to abide by the FERPA limitations and requirements imposed upon school officials. Company and District acknowledge that Company will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in Agreement. Company shall not resell Student Education Records or use Student Education Records for targeted student advertising or disclose to third parties (except as permitted as set forth above) any Student Education Records without the written consent of District. District grants permission to Company and its subcontractors to use Student Education Records for maintaining and providing the Services. Company shall be responsible for the actions of any subcontractor it uses under the Agreement or this Addendum.

Compliance with Federal and State Confidentiality and Privacy Laws: Company and the District agree and understand that this Agreement must be in compliance with all applicable federal and state confidentiality and privacy laws which includes, but is not limited to: the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); Protection of Pupil Rights Amendment (“PPRA”) (20 U.S.C. § 1232h; 34 CFR Part 98), (“Confidentiality Laws”) all of them which may be in effect or amended from time to time, including any successor statute and its implementing regulations and rules. In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law.

- Company shall be responsible for the timing, content, and costs of such legally-required notifications that arise as a result of Company’s failure to comply with its obligations as a Service Provider under COPPA, FERPA or other applicable laws. Furthermore, Company shall be responsible for the cost of investigating the above non-compliance, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of the non-compliance.

Data Governance:

Limited Collection, Disclosure, Access and Use:

- Confidentiality: Company and its officers, employees, and agents agrees to hold District Data in strict confidence and use the data only for the limited purpose outlined in the Agreement.
- Non-Disclosure: Company affirms that its Services will be conducted in a manner that does not disclose District Data to anyone who is not an authorized representative of the Company, or a Company approved subcontractor.
- Data Collection: Company will only collect data necessary to fulfill its duties as outlined in the Agreement.
- Data Use: Company will use data only for the purpose of fulfilling its duties and providing Services under the Agreement, and for improving Services under the Agreement. The approval to use District Data for one purpose does not confer approval to use the data for another or different purpose.
- Access Records: If required by Confidentiality Laws, Company will keep true and complete records of any and all PII shared between and amongst its agents, subcontractors, and volunteers.
- Sub-processors (Contractors and Agents): Company shall enter into written agreements with all Sub-processors performing functions pursuant to this Agreement, whereby the Sub-processors agree to protect District Data in a manner consistent with industry standards.
- De-Identified Data: De-identified information may be used by the Company for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public would be able to use de-identified data. The Company and District agree that the Company cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Company agrees not to attempt to re-identify de-identified User Data and not to transfer de-identified User Data to any party unless (a) that party agrees in writing not to attempt re-identification, (b) Company can guarantee that the party has not been provided any other de-identified information, that in combination with other provided information can be used to re-identify User Data and (c) prior written notice has been given to the District who has provided prior written consent for such transfer.
- Company Access to District Data. The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of District Data to those individuals who have a legitimate need to access District Data in order to provide required support of the system or Services to the District under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District Data will be properly vetted in accordance with industry standards.
 - Employee Obligation: Company shall require all employees and agents who have access to District Data to comply with confidentiality and security measures similar to those identified in this Agreement. Company agrees to require and maintain an

appropriate confidentiality agreement from each employee with access to District Data.

- Employee Training: Company shall provide periodic security training on an annual basis to those of its employees who operate or have access to District Data.

Data Storage/Maintenance. The parties agree that all District Data collected or held by Company (including but not limited to District students' names and other information) shall be stored within the United States of America. No data may be stored or backed up outside of the United States.

Data Security: Company shall maintain and process all data in a secure manner using industry standard practices regarding technical, physical, and administrative safeguards. Company shall utilize appropriate administrative, physical and technical safeguards to secure data from unauthorized access, disclosure, and use. Company will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

Data Encryption. In conducting data transactions and transfers with the District, Company will ensure that all such transaction and transfers are encrypted.

Data Portals. Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.

Data Breach. Company agrees that it will implement industry standard practices in administrative, physical and technical safeguards designed to secure User Data and District from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by applicable state or federal law ("Law"), data encryption, firewalls, and physical access controls to buildings and files. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed, or had disclosed to it, User Data that the District provided Company or that Company collected from District or its authorized users, ("Security Incident"), then Company will promptly (within five (5) business days), subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the District and will use reasonable efforts to cooperate with the District's investigation of the Security Incident.

- If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-party notification of such real or potential Security Incident is required under Law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident that occurs in the Services environment which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the District's investigation and third-party notifications, if any, at the District's direction and expense.
- Company shall be responsible for the cost of its investigation of a Security Incident determined to be caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of a Security Incident.

- Company further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of User Data or any portion thereof, including personally identifiable information.

Cyber Security Insurance. Upon written request, Company will provide to the District a certificate of insurance, including Cyber Security Insurance coverage for Data Breach.

Data Ownership. The parties agree that, notwithstanding Company's possession of or physical control over District Data, the District maintains ownership and control of all data that the District provides to Company or that Company collects from the District and/or authorized users. Company further agrees that District Data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties not expressly permitted as set forth herein unless allowed by Law or expressly authorized by the District in writing.

- Parent Access: District has established procedures by which a parent, legal guardian, or eligible student may review education records and correct erroneous information. Company shall cooperate and respond within ten (10) days to the District's request for User Data and/or Education Records held by Company to view or correct as necessary. In the event that a parent or other individual contacts the Company to review any User Data, Company shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
- Third Party Access: Should a third party not expressly permitted as set forth herein, including, but not limited to law enforcement, former employees of the District, and government entities, contact Company with a request for data held by the Company pursuant to the Services, the Company shall redirect the third party to request the data directly from the District and shall cooperate with the District to collect the required information. Company shall notify the District in advance of a compelled disclosure to a third party, unless legally prohibited.

Data Handling in the Event of Termination. In the event that the parties terminated their Agreement for the provision of Company's Services, upon written request any District Data within Company's possession or control will be handled in accordance with Section 9.3 of the Agreement.

Company Visits to District Property. The parties recognize that certain Company employees, contractors, or agents may visit the District's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on District's property, the parties agree that, before any such visits to the District occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company must notify the District before any Company employees, contractors, or agents visit District property, and any visits by said persons must be approved by the District prior to the visit. Company further warrants and agrees that its employees, contractors, or agents who visit the District will not have contact or interact with the District's students.

Before going on-site to perform services for District, with respect to any employee, contractor, subcontractor, consultant or subconsultant who shall provide such on-site services ("On-site Personnel"), Company shall conduct background checks as may be standard for entities providing

services to public schools. Company shall conduct a search of the National Sex Offender Registry ("Registry") for all On-site Personnel and ensure that no On-site Personnel appear on the Registry. Any On-site Personnel who do not pass such background check shall not be permitted to enter the premises where the services are being performed or any other school district property. With respect to On-site Personnel, Company shall include a background check requirement commensurate with its own standard in its contracts with subcontractors that provide on-site services to District. Notwithstanding the foregoing, District may perform its own instant background check for On-site Personnel which requires the scanning of their ID while on-site. Such background check may include a thorough review of the list of registered sex offenders as provided by the County Sheriff's Department, the Federal Bureau of Investigation's criminal history files, the Missouri Highway Patrol's criminal history database and sexual offender registry, the Family Care Safety Registry, or the central registry of child abuse and neglect of the Missouri Children's Division. Any On-site Personnel who do not pass the District's instant background check shall not be permitted to enter the premises where the services are being performed or any other school district property.