

CYBERSCOUT EMPLOYER AGREEMENT

CyberScout, LLC (“CyberScout”) and Raytown Quality Schools (“Employer”) agree that:

1. CyberScout will provide Personal Identity Management Services (the “Services”), as described in Exhibit A, to Employer to offer as a benefit to its employees (and their family members, if applicable). No fees are charged for making the Services available except for the annual or monthly fees in Exhibit A. If no fee is indicated for a particular service in Exhibit A, that service is excluded from the Services.
2. CyberScout will make available marketing content for Employer’s use in preparing informational materials and other communications for employees regarding the Services. No changes to the CyberScout content are permitted unless CyberScout has reviewed them and given prior written approval.
3. At least once a month and in a format specified by CyberScout, Employer or its designee will send a file to CyberScout or its designee containing the employee information and other data necessary for CyberScout to administer the Services. CyberScout will provide instructions for initiating adds, changes, and deletes to enrollment records. CyberScout may occasionally update the file format or categories of information that need to be submitted.
4. CyberScout will send each newly-enrolled individual information on steps to take to activate their Services, which requires internet access, a valid email address, registration on the CyberScout HQ online platform, and acceptance of CyberScout’s and third party terms and conditions for participation. However, if the employee information submitted under Section 3 above includes SSN and Date of Birth, then any credit or identity monitoring included in the Services will commence for all enrolled employees and the employees will begin receiving any applicable alert-notification emails even if they have not yet completed the activation process.
5. On at least a monthly basis, Employer will withhold from the pay of enrolled employees, the applicable fee for their elected Services and remit such amounts (along with any Employer-paid portion of the fees) to CyberScout or its designee to be received no later than twenty (20) days after CyberScout’s invoice is sent to Employer.
6. CyberScout will have no obligation to provide Services to any enrolled employee or family member (a) who has not completed CyberScout’s activation process for Services or (b) for which payment of the applicable fees for Services has not been timely received.
7. The prices in Exhibit A are guaranteed for thirty-six (36) months from the Effective Date, after which CyberScout may revise the prices upon at least sixty (60) days’ prior written notice to Employer.
8. This agreement will commence on the Effective Date and will continue in effect until terminated by either party. Either party may terminate this agreement at any time for any reason by providing thirty (30) days’ written notice to the other party. Other than CyberScout’s voluntary provision of additional Services without an increase in fees, this agreement may be changed only by a written amendment signed by both Employer and CyberScout.
9. This Agreement will be governed by the laws of the State of Arizona.

Executed and delivered by the parties’ representatives on the last date (the “Effective Date”) indicated below.

CyberScout, LLC

DocuSigned by:
 Sign: Dave Crowe
SFOA5151B1C64AA...
 Name: Dave Crowe
 Title: Chief Financial Officer
 Date: 3/19/2021
 Address: 7580 N. Dobson Road, Suite 201
Scottsdale, AZ 85256

Employer

DocuSigned by:
 Sign: Steve Shelton
22400035ED1F4B1...
 Name: Steve Shelton
 Title: Associate Superintendent
 Date: 3/17/2021
 Address: 6608 Raytown Rd
Raytown, MO 64138

EXHIBIT A TO EMPLOYER AGREEMENT - PROGRAM FEATURES AND PRICING

Employee Personal Identity Management Program	Fees
<p><u>SILVER FRAUDSCOUT MONITORING BUNDLE</u></p> <ul style="list-style-type: none"> • <u>Single</u> Bureau Credit Monitoring, Report, and Score • Non-Credit Monitoring features include: <ul style="list-style-type: none"> - Public Records Monitoring (Change of Address and SSN Trace) - Court Records Monitoring - Cyber Internet Surveillance - Sex Offender Monitoring - Payday Monitoring - Password Protector • LifeStages Identity Management Services and Resolution Services • \$1M Expense Reimbursement 	<p>Individual: N/A annually per employee (N/A monthly)</p> <p>Family Plan (up to four adult household family members): N/A annually per family (N/A monthly)</p>
<p><u>PLATINUM FRAUDSCOUT MONITORING BUNDLE</u></p> <ul style="list-style-type: none"> • <u>Triple</u> Bureau Credit Monitoring, Report, and Score • Non-Credit Monitoring features include those listed in the Silver bundle above, <u>plus</u>: <ul style="list-style-type: none"> - Score Tracker - Social Media Monitoring - Child Monitoring • LifeStages Identity Management Services and Resolution Services • \$2M Expense Reimbursement (includes ransomware and social engineering endorsements—up to \$25K) • Senior Fraud 	<p>Individual: \$114.00 annually per employee (\$9.50 monthly)</p> <p>Family Plan (up to four adult household family members): \$210.00 annually per family (\$17.50 monthly)</p>

Notes:

1. Credit and fraud monitoring are available only to persons over the age of 18 with a valid SSN. (Age limit does not apply to any monitoring options that apply to an employee's children.)
2. "Senior Fraud" means an employee may elect to extend ID Management/Resolution Services and Expense Reimbursement to the employee's parents and grandparents (including in-laws). This feature does not require the Family Plan and is not limited to an employee's household members.

Employer Breach Services:

With an Employer-paid Monitoring Bundle, Employer Breach Services are available at no additional charge, subject to acceptance of additional terms and conditions. If Employer experiences a breach incident, these services include:

- Assistance assessing the breach incident and recommendations for remediation services that should be offered to impacted persons
- Assistance with Employer's drafting of breach notification letter, including provision of sample letters
- Assistance with Employer's notification to third parties to whom notice may be required or advisable
- Advice with respect to public relations responses
- With respect to employees covered by the Employer-paid Monitoring Bundle, CyberScout provides notification letter printing and mailing services

ADDENDUM TO CYBERSCOUT EMPLOYER AGREEMENT

The Cyberscout Employer Agreement, entered into on or about March 17, 2021, by and between Sontiq, Inc. dba CyberScout (“**CyberScout**”) and Raytown C-2 School District (“**Employer**”)ⁱ (the “**Agreement**”) is amended and supplemented by this Addendum (the “**Addendum**”), effective as of the last signature date below, (the “**Addendum Effective Date**”) as follows:

9. **Governing Law.** The language in Paragraph 9 of the CyberScout Employer Agreement shall be supplanted and replaced. In place of Arizona law, this Agreement will be construed and enforced in accordance with Missouri law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Missouri. Further, the party prevailing in litigation shall be entitled to its attorneys fees from the non-prevailing party.

10. **CyberScout’s Indemnification Obligations.** CyberScout agrees to indemnify, defend and hold harmless Employer and Employer’s directors, officers, employees, and agents against third party claims (a) pertaining to the administration of Personal Identity Management Services (in the form provided and when used in accordance with the terms of this Agreement) or (b) caused by CyberScout’s gross negligence. As a condition to CyberScout’s defense and indemnification, you shall provide Employer with prompt written notice of any claims and permit Employer to control the defense, settlement, adjustment, or compromise of any such claim.

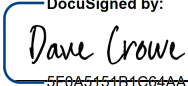
11. **Force Majeure.** If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

12. **Immunity.** CyberScout stipulates that Employer is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, Employer does not waive any of its immunities from suit and/or liability.

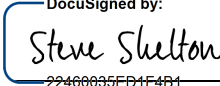
13. **Federal Work Authorization Program.** Prior to commencement of any work contemplated under this Agreement, CyberScout shall provide to the Employer a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. CyberScout shall also provide the Employer a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

14. **No Boycott of Israel.** Prior to commencement of services under this Agreement, CyberScout shall provide Employer a written certification, as required by § 34.600, RSMo., that CyberScout is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services: (1) from the State of Israel; (2) companies doing business in or with the State or Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (3) persons or entities doing business in the State of Israel.

CyberScout, LLC

By:  _____
5F0A5151B1C64AA...
Name: Dave Crowe _____
Title: Chief Financial Officer _____
Date: 3/19/2021 _____

Employer

By:  _____
22460035ED1F4B1...
Name: Steve Shelton _____
Title: Associate Superintendent _____
Date: 3/17/2021 _____

ⁱ The Agreement identifies Raytown Quality Schools as a party. The correct legal name of this entity is Raytown C-2 School District.