PANORAMA EDUCATION – SERVICE ORDER

Primary Contact Information

	Client		Panorama Education, Inc. ("Panorama")
Client Legal Name ("Client", "District")	Raytown C-2 School District	*Company Name ("Company")*	Panorama Education
Primary Contact	Dr. Robert Cordell	*Primary Contact, Title*	Heena Shah, Outreach Director
Billing / Payment Address	6608 Raytown Rd,	*Billing Address*	24 School Street, Fourth Floor
City / State / Zip	Raytown, MO 64133	*City / State / Zip*	Boston, MA 02108
Email	robert.cordell@raytownschools.org	*Email*	hshah@panoramaed.com
Phone	816.268.7000	*Phone*	617-228 - 8508
Billing Contact	Dr. Robert Cordell		
Billing Email Address	robert.cordell@raytownschools.org		

(1) Description of Services and (2) Fees

Description of Services	Fees	
Pilot project with Middle Schools at Raytown C-2 School District **Panorama Platform License Fee: SEL Surveys for Students:** Access to Platform and Support (as defined in the Terms and Conditions). Survey administration, analysis and reporting. • Student Distance Learning Surveys • Student SEL & Wellbeing Surveys **Panorama Student Success Dashboard:** • Dashboards and reporting for teachers, staff, school administrators, and district leaders across the whole district • Dedicated Client Success Manager and dedicated support team to support with partnership timeline, goals, and day-to-day activity • SFTP with Skyward & standard filters into the Student Success dashboard. Includes behavior, attendance, coursework, rosters, and demographics • Direct and ongoing integration of STAR, NWEA Map and Missouri Assessment Program (MAP) into the Student Success dashboard. Within the integration package, we can offer to pull an additional one assessment into the dashboard (based on compatibility).	**Effective Date:** (To be filled out on date of signing)	03 / 18 / 2021
	Contract Term	1 year
	Partnership Fee Per Year (*Surveys & Student Success dashboard*)	$15,750
	Project Management Fee Per Year:	$5,000
	Professional Development Fee Per Year	$3,000
	Annual Fee:	**$23,750/year**

● Intervention tracking **Project Management and Technical Support** Includes dedicated Account Director and Client Success Manager who will work with the Raytown C-2 School District's main point of contact to execute a successful implementation. This includes: ● Manage setup and configurations ● Platform maintenance ● End user email support ● Online resources ● Data integration ● Develop project timeline ● Manage setup and administration ● Customize configurations ● Coordinate rollout of reports ● On-going access to Panorama Academy, Partnership team and recorded tutorials/community trainings **Professional Development:** Panorama's Teaching and Learning Team will design and deliver (x2) Virtual workshops designed and delivered by Panorama's Teaching and Learning team.		

Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO"), the Terms and Conditions and corresponding Exhibit attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature: *Dr. Brian Huff*	Print Name, Title: - Brian Huff Associate Sup of C&I	Date: 03 / 18 / 2021
Panorama Signature: *Katie Mallett*	Print Name, Title: Katie Mallett, COO	Date: 03 / 18 / 2021

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1   RIGHT TO USE PLATFORM

1.1   Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2   Limitations. The following limitations and restrictions will apply to the Platform:

(a)   Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b)   Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2   OWNERSHIP; RESERVATION OF RIGHTS

2.1   Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data solely for the purpose to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2   Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

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

2.4   Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5   Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

3   FEES; PAYMENT TERMS

3.1   Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable

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expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2   Net of Taxes.   All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, knowhow payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes").   Upon request from Panorama, Client will provide Panorama with documentation evidencing its tax-exempt status.

4   TERM, TERMINATION

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

4.2   Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof.   Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3   Survival.   Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), 14 (General) and Exhibit A will survive.

5   CONFIDENTIALITY

5.1   As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement.   Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or

indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder.   Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information.   Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6   REPRESENTATIONS,   WARRANTIES   AND DISCLAIMER

6.1   Representations and Warranties.   Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the

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right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

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

7   LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

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

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

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

7.5 Indemnification by Client. Except to the extent of Panorama's indemnification obligation under Exhibit A, Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or

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other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 COMPLIANCE WITH LAWS AND DISTRICT BOARD POLICY.

Panorama, at Panorama's sole cost, shall comply with all present and future laws, ordinances, rules, regulations that apply to Panorama as a service provider and the policies specified by the District Board in Exhibit B.

8.1 Children's Online Privacy Protection Act. The parties recognize and agree that with respect to the Children's Online Privacy Protection Act ("COPPA"), the District gives its consent to Panorama on behalf of "parents" (as defined under COPPA) of children from whom any personal information shall be gathered, as contemplated under the Agreement. As the Agreement contemplates the collection of personal information from children under the age of thirteen (13) for educational purposes only, for the use and benefit of the school, and for no other commercial purpose, the parties recognize that COPPA does not require that Panorama obtain consent from parents directly.

8.2 Federal Work Authorization Program. Prior to commencement of any work contemplated under this Agreement, Panorama shall provide to the District 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. Panorama shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.3 Governing Law. This Agreement will be construed and enforced in accordance with Missouri law.

9 ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other party.

10 ENTIRE AGREEMENT

This Agreement, including the Data Governance Addendum (Exhibit A), is the entire Agreement between Panorama and District and supersedes any prior oral understandings, written agreements, proposals, or other communications between Panorama and District regarding the subject matter herein.

11 MODIFICATION

Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

12 BINDING EFFECT

The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

13 FORBEARANCE

The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

14 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 14 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press

release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Jackson County, Missouri and waives any jurisdictional, venue, or inconvenient forum objections to such courts. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

Data Governance Addendum for District Data of the Raytown C-2 School District

This Data Governance Addendum is between Panorama Education, Inc. (Company) and **Raytown Quality Schools** (District), is incorporated into the service order and accompanying terms to which it is attached and is effective as of the Effective Date (as defined in such service order). The service order, accompanying terms and this Addendum together constitute the entire Agreement between Company and District regarding the subject matter therein and herein.

1. **Definitions**.
   a. **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.
   b. **Security Breach (Security Incident)**: means an unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s), Personally Identifiable Information, User Data, or other confidential information of the District, as confirmed with actual evidence.
   c. **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) personal 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.
   d. **Student Education Record**: means identifiable information, including but not limited to PII, of District's students that may be considered part of an educational record as defined by FERPA and any applicable state law or directory information as defined by District policy.
   e. **Anonymized Data**: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable, including but not limited to 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.

    f. **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.

    g. **User Data (District Data)**: any data provided by District to Company or collected by Company from the District or its authorized users that is PII, metadata that is not Anonymized or De-identified, user content and/or any data part of a Student Education Record that is not Anonymized or De-identified.

    h. **Services**: means the services being provided by Company under the Agreement.

2. **Conditions**. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this Addendum, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any other provision of the Agreement expressly conflicts with or expressly contradicts this Addendum the provisions of this Addendum shall prevail. This Addendum's silence on a matter that is addressed elsewhere in the Agreement shall not be deemed to present a conflict.

3. **Designation:** Raytown Quality Schools hereby designates Panorama Education 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 that are not Subcontractors ("Third Parties") any Student Education Records without the written consent of District. District hereby grants permission to Company and its Subcontractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services, and for the avoidance of doubt, such Subcontractors shall not be deemed Third Parties for purposes of this Addendum.

4. **Compliance with Federal and State Confidentiality and Privacy Laws**: Company and the District agree and understand that this Agreement must be in compliance with federal and state confidentiality and privacy laws relating to students, which laws include, but are not limited to FERPA and the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98) ("Confidentiality Laws"), both 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 another Confidentiality Law, FERPA will control absent clear statutory authority on controlling law. Company shall be responsible for the timing, content, and costs of legally-required notifications to the extent   resulting from   Company's failure to comply with its obligations as a Service Provider under the Children's Online Privacy Protection Act ("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, to the extent resulting from   Company's   non-compliance.

5. **Data Governance:**
   a. Limited Collection, Disclosure, Access and Use:
      i. Confidentiality: Company and its officers, employees, and agents agree to hold District Data in strict confidence and use such data only for the limited purpose outlined in the Agreement.
      ii. 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 or Subcontractors of the Company.
      iii. Data Collection: Company will only collect data necessary to fulfill its duties as outlined in this Agreement.
      iv. Data Use: Company will use District Data only for the purpose of fulfilling its duties and providing Services under this Agreement, and for improving services under this Agreement. The approval to use District Data for one purpose does not confer approval to use such data for another or different purpose.
      v. Access Records: Company will keep true and complete records of any and all data received, exchanged and shared between and amongst its employees, agents, subcontractors and volunteers.
      vi. Sub-processors (Subcontractors 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 the terms of this Agreement.
      vii. De-Identified Data: De-identified Data 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, and as allowed under applicable law including but not limited to FERPA. De-identified Data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. The Company and District agree that the Company may not use De-identified Data as contemplated under this Section 5(a)(vii) if based on a data set of fewer than twenty (20) students in the sample size of a particular field or category of information collected, e.g., 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 Data and not to transfer De-identified Data to any Third Party unless (a) that party agrees in writing not to attempt re-identification, (b) Company can guarantee that the party has not been provided with any other De-identified Data   by Company, 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.
      viii. Company Access to District Data. The parties agree that Company shall exclusively limit access to and use of District Data to those employees, contractors and agents' in roles that

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have a legitimate need for access to 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, including via background checks, to ensure that such individuals have no significant criminal history.

b. <u>Employee Obligation:</u> Company shall require all employees and agents who have access to Student Education Records to comply with all applicable provisions of this Agreement. Company agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to District Data.

c. <u>Employee Training</u>: Company shall provide periodic security training to those of its employees who operate or have access to the system.

d. <u>Data Storage/Maintenance</u>. 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 knowingly stored or backed up outside of the continental United States.

e. <u>Data Security</u>: Company will conduct periodic risk assessments and use industry best practices to remediate any identified security vulnerabilities in a timely manner.

f. <u>Data Encryption</u>. In conducting data transactions and transfers with the District, Company will ensure that all such transactions and transfers are encrypted.

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

h. <u>Data Breach</u>. Company agrees that it will implement industry best practices in administrative, physical and technical safeguards designed to secure User Data from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by applicable law, data encryption, firewalls, and physical access controls to buildings and files. In the event of a 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 applicable 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.

    i. To the extent a Security Incident is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-party notification 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 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.

    ii. Company shall be responsible for the cost of investigating any Security Incident to the extent 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.

iii. Upon written request by District, Company shall summarize the steps and processes that Company takes to prevent post-employment Security Incidents by Company employees after their employment with Company has been terminated.

iv. Company further acknowledges and agrees to have a written incident response plan that reflects best practices and 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 PII and agrees to provide District, upon written request, with a summary of said written incident response plan.

i. <u>Cyber Security Insurance</u>. Company will, upon written request, provide to the District a certificate of insurance including Cyber Security Insurance coverage for Data Breach. Such coverage shall have no bearing on Company's actual liability or other obligations under this Addendum. FURTHERMORE, NOTWITHSTANDING A PARTY'S INSURANCE COVERAGE, SUCH PARTY'S TOTAL LIABILITY FOR ALL DIRECT AND INDIRECT, SPECIAL, RELIANCE, INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF, FOR A SECURITY INCIDENT UNDER THIS ADDENDUM SHALL NOT EXCEED ONE MILLION DOLLARS. Neither party's liability under this Addendum shall be reduced by the amount of coverage available to the other party pursuant to the other party's insurance policy; nor shall a party's liability under this Addendum be excused in the event its insurance claim is denied.

6. **Data Dictionary:** Company will provide the District with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected District Data.

7. **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 unless allowed by law and expressly authorized by the District in writing.

8. **Parent Access:** District has established procedures by which a parent, legal guardian, or eligible student may review Student 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 Student 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.

9. **Third Party Access:** Should a Third Party, including, but not limited to law enforcement, former employees of the District, current 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.

10. **Data Handling in the Event of Termination:** In the event that the parties terminate the Agreement, upon written request any District Data within Company's possession or control must be provided to the District and all other copies of the data must be De-identified/deleted. If District Data is disclosed without de-identifying the same as required herein, written notice shall be provided to the District. If

District Data is restored from a back-up after the parties' termination of the Agreement, then that data must also be De-identified/deleted.

11. **<u>Company Visits to District Property:</u>** 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 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. Company will indemnify, defend, and hold the District, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the District's property as described herein.

Exhibit B

The District has directed the Company to review the following administrative policies (AP): JO (Student Records), EHB and EHBH, in the form they appear at
https://simbli.eboardsolutions.com/Policy/PolicyListing.aspx?S=224

TITLE	Partnership Agreement for Raytown Quality Schools & Panorama...
FILE NAME	Panorama Educatio...ment.docx (1).pdf
DOCUMENT ID	b82c1f91ed54ba133f4ed90ecf36c3227d0ea9e4
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document history

◉ VIEWED	**03** / **18** / **2021** 17:47:58 UTC	Viewed by - (brian.huff@raytownschools.org) IP: 198.209.42.9
⤶ SIGNED	**03** / **18** / **2021** 17:48:52 UTC	Signed by - (brian.huff@raytownschools.org) IP: 198.209.42.9
⊘ COMPLETED	**03** / **18** / **2021** 17:48:52 UTC	The document has been completed.

TITLE	Partnership agreement for Raytown Quality Schools & Panorama...
FILE NAME	Partnership_Agree...aytownschools.pdf
DOCUMENT ID	cdb62b37793fce0d6c7194af75db7caddae3884f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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SENT	**03 / 18 / 2021** 17:51:57 UTC	Sent for signature to Finance (contracts@panoramaed.com) from hshah@panoramaed.com IP: 71.184.72.125
VIEWED	**03 / 18 / 2021** 17:55:37 UTC	Viewed by Finance (contracts@panoramaed.com) IP: 75.68.188.66
SIGNED	**03 / 18 / 2021** 22:14:47 UTC	Signed by Finance (contracts@panoramaed.com) IP: 24.147.208.208
COMPLETED	**03 / 18 / 2021** 22:14:47 UTC	The document has been completed.