

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is entered into this 14th day of February 1, 2018 the "Effective Date") by and between SECURLY, INC., a Delaware corporation with offices at 5600 77 Center Drive, Suite 350, Charlotte NC 28217, ("Company") and Raytown Consolidated School District 2, a Public School District located at 6608 Raytown Rd., Raytown, MO 64133 ("Customer").

WHEREAS, Customer desires to utilize certain services offered by Company that includes cloud based web filtering and online activity monitoring and Company wishes to provide such services to Customer.

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

1. **Services.** Company will provide to Customer the products and services set forth in Exhibit A (the "Addendum"), attached hereto and incorporated herein (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Addendum, the terms of this Agreement shall control. Company may accept an Addendum by written acknowledgement or by providing the Service specified in such Addendum. The Services shall include, without limitation, Company's cloud-based web filtering and online activity monitoring software as a service, and any other software or services offered by Company in connection with any of the foregoing, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, and students ("Users").

2. **Security.** Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. Additional security requirements are set forth in the attached Data Governance Addendum, which is incorporated herein by reference.

3. **Support Services.** Company shall provide Customer with support services as specified in the Addendum (the "Support Services").

4. **Ownership.**

(a) **Ownership of the Service; Intellectual Property.** Company shall retain all title to and ownership of and all proprietary rights with respect to the Services and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of the Services or any portion or copy of any of the Services.

The Company name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them.

(b) **Ownership of User Data.** As further detailed in the Addendum, the Services may allow Customer to track and gather a range of data and information regarding its Users (“User Data”). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company’s Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company’s Privacy Policy (described below).

(c) **Ownership of Reports and Analyses.** As detailed in the Addendum, the Company may provide Customer with certain reports and analyses as part of the Services (“Reports”). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer’s legitimate, non-commercial, educational purposes.

5. **Privacy Policy.** Company’s collection and use of the User Data of children under the age of 18 (“Minors’ User Data”) will be conducted strictly subject to the terms of its privacy policy, a copy of which is attached hereto as Exhibit B (the “Privacy Policy”). With respect to Company’s collection and use of Minors’ User Data, in the event of any conflict or ambiguity between the terms of this Agreement and the Privacy Policy, the terms of the Privacy Policy shall control.

6. **Customer Responsibilities, Warranties and Restrictions.**

(a) Customer agrees that it shall not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services; (ii) access or use the Services in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services; and (iv) attempt to gain unauthorized access to the Services and to make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Company does not assume responsibility for activity occurring under

Customers' accounts for the Services by Customer's authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

## **7. Confidential Information.**

(a) "Confidential Information" means any and all non-public information provided or revealed by one party ("Discloser") to the other party ("Recipient") or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser's customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser's services and products, product designs, and how such products are administered and managed; and (iv) the Discloser's User Data. Recipient's obligations of confidentiality shall not apply to information that: (i) is or becomes public through no fault or breach by Recipient, (ii) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (iii) is independently developed by Recipient without use of or access or reference to Discloser's Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser's Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein. Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser's Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, "Personnel") with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser's Confidential Information substantially in accordance with the terms of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational

measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an *ex parte* application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law or lack of irreparable harm. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

## **8. Billing and Payment.**

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the applicable Addendum (the "Fees"). The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Addendum. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless Customer notifies Company of such claim in writing within sixty (60) days after the charge, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this

Agreement.

(b) Company shall use its commercially reasonable efforts to ensure enough throughput performance for its Services so that Customer does not experience degraded service. In the event Company's Services are unavailable to meet the requirements set forth in the Addendum, or in the event that the interruption of Services exceeds the limitations set forth in the Addendum, Customer shall have the remedy rights as set forth therein, subject to the provisions of the "Force Majeure" section below. Notwithstanding the foregoing, no remedy rights shall be available if failure to provide the Services is attributable to reasons of previously scheduled system and network maintenance performed during regular maintenance windows, or the acts, systems, or applications of Customer or its Users not contemplated by the Services.

**9. Term and Termination.**

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, shall remain in effect for a period of twelve (12) months (the "Initial Term"). This Agreement may thereafter be renewed (a "Renewal Term") by written agreement between the parties. The Initial Term, together with any Renewal Term(s), shall collectively be referred to as the "Term".

(b) Either party may terminate this Agreement and/or any Addendum by giving written notice to the other party upon the occurrence of an Event of Default on the part of such other party. For purposes of this Agreement, "Event of Default" shall mean a breach by a party of any of its representations, warranties, or obligations under this Agreement or an Addendum, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the non-breaching party. If Customer terminates due to an uncorrected "Event of Default," Company will reimburse Customer for all unused paid services.

(c) Notwithstanding the above (b), either party may terminate this Agreement without cause by giving sixty (60) days written notice to the other party. If Company terminates without cause prior to the end of the current paid term, Company will reimburse Customer for all unused paid services. If Customer terminates without cause prior to the end of the current paid term, Customer will forgo reimbursement of all unused services within the current paid term.

(d) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law. Termination of this Agreement shall terminate all Addendums then in effect.

**10. Company Warranties, Company Disclaimers, and Exclusive Remedies.**

(a) Company warrants that it will provide the Services in all material respects as described in the Addendum, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are

not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) OTHER THAN AS REQUIRED BY THE ADDENDUM, COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE ADDENDUM, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, OR (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY MINORS.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR MERCHANTABILITY,

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC.

**Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CONDITIONS AND OBLIGATIONS OUTLINED WITHIN THE DATA GOVERNANCE ADDENDUM.

11. **Indemnification.**

(a) **Customer Obligations.** Solely to the extent permitted by law and without purporting to waive any immunity or defense otherwise applicable, Customer shall defend Company against any cause of action, suit or proceeding (each a “Claim”) made or brought against Company by a third party arising out of or attributable to Customer’s use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer’s reasonable expense).

(b) **Company Obligations.** Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer’s use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company’s reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company’s sole liability to, and the Customer’s exclusive remedy against, the Company for any type of intellectual property infringement claim.

12. **Advertising and Public Announcements.** Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of clients Company has acted for before.

13. **Relationship of the Parties.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

14. **Force Majeure.** Except for payment obligations, any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

15. **Binding Effect; Assignment; Third Parties.** The terms of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

16. **Modification; Waiver.** All modifications to or waivers of any terms of this Agreement (including any exhibit and/or Addendum) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.



17. **Governing Law.** This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

18. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

19. **Notices.** All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (or such other address as a party may designate from time to time by written notice to the other party). Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

20. **Interpretation.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

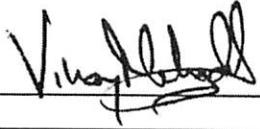
21. **Entire Agreement.** Collectively, this Agreement, its referenced exhibits, and all Addendums executed by Company and Customer constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company or any policies or terms for the Services posted on [www.securly.com](http://www.securly.com).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**Company:**

SECURLY, INC.

By: 

Name: Vinay Mahadik  
Title: Co-Founder / CEO

**CUSTOMER:**



By: Raytown School District

Name: Melissa Tebbenkamp  
Title: Director of Instructional Technology

**EXHIBIT A**  
**FORM ADDENDUM**

THIS ADDENDUM dated as of February 1, 2018 (the “Addendum”) is hereby integrated into and forms a part of the Service Agreement dated February 1, 2018, by and between SECURLY, INC. and Raytown Consolidated School District 2 (the “Agreement”). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

This Addendum shall expire on June 30, 2023 at 5:00 pm (Eastern Time) if it is not signed by the Customer and delivered to Company by that time.

Product – Company will provide the following products to Customer:

- Securly Anywhere Filtering for all devices.

Professional Services – As of the Effective Date, Company shall provide Customer with the following Services:

- None

Support Services – Company shall provide Customer with the following Support Services:

- Unlimited Phone and E-mail support for product(s) and services purchased

Fees – The fees associated with the above product and service offerings are as follows:

- \$12.42 per license for 5 years
- At 10,000 licenses: Total cost is \$124,200.00
- To be paid annually in installments of \$24,840.00

Guarantee of Service – Company shall use its commercially reasonable efforts to ensure delivery of functionality as stated above and enough throughput performance for its Services so that Customer does not experience degraded service. In the event Company’s Services are unavailable to meet the requirements set forth in this Addendum, Customer sole and exclusive remedy shall be to receive a service credit from Company for the subsequent billing period as follows:

- 99% uptime during a 12-month period

Customer Contact and Billing Information – Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made via Check or Wire Transfer. Customer’s contact information for such purpose is as follows:

Customer Contact Information	Billing Contact Information
Name:	Name:
Address:	Address:
Email:	Email:
Phone Number:	Phone Number:

All checks should be addressed to: Securly, Inc.

Wire Transfer Details:

Routing number:  
121140399  
SWIFT  
SVBKUS6S

Account number:  
3302203116

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addendum as of the date first listed above.

**Company:**

**CUSTOMER:**

SECURLY, INC.



By: \_\_\_\_\_

By: Raytown School District

Name: Vinay Mahadik

Name: Melissa Tebbenkamp

Title: Co-Founder / CEO

Title: Director of Instructional Technology

**EXHIBIT B**  
**PRIVACY POLICY**

## EXHIBIT C

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

**Data Governance 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 exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

- **Data Storage/Maintenance.** The parties agree that all data collected or held by Company (including but not limited to Customer students' names and other information) shall be stored within the United States of America. The parties further agree that Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- **Data Encryption.** In conducting data transactions and transfers with the Customer, 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 commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by 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 Customer provided Company or that Company collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data ("Security Incident"), then Company will promptly, 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 Customer and will use reasonable efforts to cooperate with the Customer'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 data breach 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 Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Company shall also be responsible for the cost of investigating any 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 Customer as a result of a Security Incident. Company shall also be required to outline for the Customer the steps and processes that Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

- Data Dictionary. Company will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected Customer data.
- Data Ownership. The parties agree that, notwithstanding Company's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Company or that Company collects from the Customer. Company further agrees that Customer 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 Customer in writing.
- Company Access to Customer Data. The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer 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 to ensure that such individuals have no significant criminal history.
- 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 Customer data within Company's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. 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. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Company's services, then that data must also be de-identified/deleted.
- Cyber Security Insurance. Company will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.
- Company Visits to Customer Property. The parties recognize that certain Company

employees, contractors, or agents may visit the Customer'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 Customer's property, the parties agree that, before any such visits to the Customer 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 Customer will not have contact or interact with the Customer's students. Company will indemnify, defend, and hold the Customer, 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 Customer's property as described herein.

