



This letter shall serve as an MOU for the Sprigeo Online Reporting System by and between Sprigeo, Inc. and the Raytown School District.

TERMS AND CONDITIONS:

Sprigeo, Inc. is to provide the following services and products as outlined below for the term beginning August 1, 2020 and ending on July 31, 2020. Sprigeo, Inc. agrees to keep all data secure and confidential. Raytown School District owns the rights to all data connected with reports connected Raytown School District students, staff or parents. Raytown School District agrees not to disclose Sprigeo documents, programming code or the on line Dashboard to anyone or any agency outside of Raytown School District.

1. Subscription to the Sprigeo Online Reporting System for all schools in the Raytown School District.1
2. Sprigeo Signs: Sprigeo Signs will be sent to school site administrators. Sprigeo signs should be posted in accordance with the set up process described in the Sprigeo Best Practices Documents.
3. Sprigeo Best Practices Documents: Electronic documents that may be duplicated
 - Best practices for using Sprigeo at your school
 - Sample Parent Letter explaining the Sprigeo Online Reporting System
 - Sample PowerPoint presentation introducing Sprigeo to your school staff
 - Frequently Asked Questions Document
 - Sprigeo Overview of Services
4. Online training session video will be made available for all Raytown School District.
5. Online Staff Development training series in Bullying Prevention. Access to this training series is available through login and password that will be given to lead administrators at each school site. All staff members can access and complete the course at no additional cost.
6. Online Parent Education course in Bullying Prevention. Access to this course will be available to all parents in the district at no additional cost.

7. Ongoing support via email and through the Sprigeo.com website.

8. Insurance. Sprigeo shall maintain during the term of this Agreement, at least the following minimum types and amounts of insurance coverage and additional insurance (whether in type or limited of limit insurance) required by law:

- Worker's Compensation Statutory
- Employer's Liability \$500,000
- Commercial General Liability each occurrence
(combined and single limit)

All insurance policies shall be written through a company duly authorized to transact that class of business in the State of Missouri. Certificates evidencing all the required insurance shall be delivered to the District prior to commencement of Services. Sprigeo shall provide the District with thirty days' prior written notice of any change in or cancellation of any policies required to be maintained under this Agreement. The District shall be included as an additional insured on Sprigeo's Commercial General Liability, and Sprigeo's Commercial General Liability policy shall be endorsed to provide for contractual liability coverage insuring the indemnification agreement contained in this Agreement. Sprigeo shall include these requirements in all of its subcontractor agreements.

9. Compliance with Laws. Sprigeo shall comply with all applicable laws, rules, regulations, board policies and requirements. Sprigeo shall also comply with the following:

- a. Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a Missouri public school district must, as a condition to award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the District (to the extent allowed by E-Verify). Accordingly, Sprigeo shall affirm that it is enrolled in such a federal work authorization program and shall provide a sworn affidavit to the effect, which affidavit shall also state the Sprigeo does not knowingly employ any person who is an unauthorized alien in connections and with the services to be provided to the District. The documentation required is attached hereto. Sprigeo shall also provide such other documentation as is requested by the District to confirm the foregoing.

10. Sprigeo is an independent company, and this Agreement does not create or constitute a partnership, joint venture or any other association between the parties hereto. Sprigeo is solely responsible for the compensation, benefits and taxes if any employees, agents and sub-consultants.

11. Sovereign Immunity. The district preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. 537.600 et seq. Any insurance purchased by Sprigeo hereto is not intended to act as a waiver, not is it a waiver of any defense available to the District and its employees by statute or a common law.

12. Attorney's Fees. IN the event that any action is taken by either Party to enforce any tem, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable
Attorneys' fees, collections services, court costs and related expenses from the no-prevailing Party.

13. Choice of Law and Venue. This Memorandum of Understanding shall be construed, interpreted, and applied in accordance with the laws of the State of Missouri. Any action to enforce the provisions of the Memorandum of understanding shall be brought in any court of competent jurisdiction and proper venue in the State of Missouri. Sprigeo irrevocably submits to the jurisdiction of such courts in any such action of proceeding. Sprigeo further irrevocably and unconditional waives and objecting to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any court that such, action to proceeding brought in any such court has been brought in an inconvenient forum.

14. Force Majeure. If either party is prevented from performing any of its obligations due to any because which is beyond the non-performing party's reasonable, control, including fire, explosion non-performing party shall not be liable for breach of the Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other part of the Force Majeure Even.



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

Article I. Data Governance Conditions. Terms used herein shall have the same meaning as the Agreement unless otherwise specifically provided. To the extent Sprigeo (“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 Memorandum of Understanding conflict with or contradict this addendum, in letter or spirit, the provisions of this addendum shall prevail.

1.1 Definition of Data. For purposes of this addendum, “Data” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (“FERPA”). This information includes, but is not limited to, student names, addresses, dates of birth, social security numbers, family information, health information, and student records, and other personally identifiable information identified by law.

1.2 FERPA. Company agrees that it may create, receive from or on behalf of Raytown C-2 School District (“District”), or have access to, records or record systems that are subject to FERPA (collectively, the “FERPA Records”). Company represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by District in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Company protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of District, Company agrees to provide District with a written summary of the procedures Company uses to safeguard the FERPA Records.

1.3 Data Storage and Maintenance. The following provisions shall govern Company’s use, storage, and maintenance of District’s Data.

1.3.1 Data Encryption. Company agrees that any transfer of data between District and Company or within Company’s computing environment will take place using industry standard encryption protocols.

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

1.3.3 Data Storage. Company agrees that any and all District data will be stored, process, and maintained solely on designated target servers and that no District data at any time will be processed on or transferred to any portable or laptop computing device or any portable

storage medium, unless that storage medium is in use as part of the Company's designated backup and recovery procedures. Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards. Data shall be stored within the United States of America. No data may be backed up outside of the continental United States of America.

1.3.4 Data Inventory. Company shall provide District with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected District data.

1.4 Data Ownership. The parties agree, notwithstanding Company's possession of or control over District data, the District maintains ownership of: (i) all data the District provides to Company or that Company collects from the District; and (ii) all FERPA protected Data collected by Company on District's behalf. 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 District in writing.

1.5 Company Access to District Data. The parties agree that Company shall exclusively limit its employees', contractors', and agents' access to and use of District data to those individuals who have a legitimate need to access District data in order to provide required support of the system or services to the District under the Agreement. Company warrants all its employees, contractors, or agents who have such access to confidential District Data will be properly vetted to ensure such individuals have no significant criminal history. The vetting will, at a minimum, be as comprehensive as the criminal background check required of volunteers who may have access to student records under the District's Policy GBEBBC.

1.6 Data Handling in Event of Termination. Upon termination, cancellation, expiration or other conclusion of the Agreement, Company shall return the Data to District unless District requests such data be destroyed. This provision shall also apply to all Data that is in the possession of subcontractors or agents of Company. Company shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Company shall certify in writing to District that such return or destruction has been completed. Failure to return or destroy Data as requested by District shall constitute a material breach of the Agreement. Company's obligations to return or destroy Data under this section will survive termination of this agreement.

1.7 Cyber Security Insurance. Company will provide to District a certificate of insurance including Cyber Security Insurance coverage for District coverage in the event of a data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during the Agreement's term shall constitute a material breach of the Agreement.

1.8 Company Visits to District Property. The parties recognize certain Company employees, contractors, or agents may visit District's property to obtain information necessary for provision of Company's services. In the event a Company employee must be unsupervised on

District's property, the parties agree, before any such visits to District's property occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks (collectively "Background Checks"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of volunteers who may be left alone with a child under the District's Policy GBEB. The determination of whether any Company employee has passed the Background Checks will be determined by Company, provided that any record indicating a finding or plea of guilty to any felony or crime involving moral turpitude will result in a failed Background Check. Within three (3) days of a written request by District, Corporation agrees it will provide written confirmation the employee has passed all Background Checks and are, therefore, eligible to work unsupervised on District's property. District shall have no responsibility whatsoever for the costs associated with conducting any Background Checks. Company further warrants and agrees its employees, contractors, or agents who visit District will not have contact or interact with District's students. Company will indemnify, defend, and hold 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, subcontractors, or agents in connection with visits to District's property as described herein.

1.9 Data Breaches. The following provisions shall govern Company's obligations in the event of, or reasonable belief of, unauthorized access or disclosure of Data ("Data Breach").

1.9.1 Data Breach Report. Company shall report, in writing, to District any use or disclosure of Data not authorized by this Agreement or in writing by District, including any reasonable belief that an unauthorized individual has accessed or received Data. Company shall make the report to District immediately upon discovery of, or reasonable belief of, the unauthorized access or disclosure, but in no event more than one (1) business days after Company reasonably believes there has been such unauthorized use or disclosure. Company's report shall identify:

- (i) the nature of the unauthorized use or disclosure;
- (ii) the District Data used or disclosed;
- (iii) who made the unauthorized use or received the unauthorized disclosure;
- (iv) what Company has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure.

Company shall provide such other information, including a written report, as reasonably requested by District.

1.9.2 Investigation. Company shall use reasonable efforts to cooperate with District's investigation of the Data Breach. Such reasonable efforts shall include, but are not limited to:

- (i) immediate preservation of any potential forensic evidence relating to the Data Breach;
- (ii) designation of a Company security contact, including provision of their name and contact information to District, who will respond to District in a timely manner, dependent on criticality;
- (iii) application of appropriate resources to remedy the Data Breach, investigate, document, and undertake appropriate response activities;
- (iv) provision of status reports to District on Data Breach response activities either daily or a frequency approved by District; and
- (v) coordination of all media, law enforcement, or other Data Breach notifications with District in advance of such notification(s), unless expressly prohibited by law.

1.9.3 Notification. Company agrees to comply with all applicable laws that require the notification of individuals of any real or potential data breach. In the event of a breach of Company's security obligations or other event requiring notification under applicable law ("Notification Event"), Company agrees to assume responsibility for informing such individuals in accordance with applicable law and to indemnify, hold harmless and defend District and its officers and employees from and against any claims, damages, or other harm related to such Notification Event.

1.9.4 Indemnification. Company shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of Company's failure to meet any of its obligations under this contract.

1.9.5 Costs Arising from Breach. In the event of a Data Breach, Company agrees to promptly reimburse all costs to District arising from such Data Breach, including but not limited to time of District personnel responding to the Data Breach, civil or criminal penalties levied against District, and attorney's fees. Any Data Breach may be grounds for immediate termination of this Agreement by District.

Sprigeo Inc.
Joe Bruzzese, CEO

Joe Bruzzese (EO) Date 8.13.20

Raytown C-2 School District
Raytown School District Representative

Date _____