



K-12 SOLUTIONS FOR CUSTOMER SERVICE
AND
SUSTAINED STAKEHOLDER ENGAGEMENT

SALES ORDER FORM

K12 *Insight* LLC

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Herndon, VA 20171

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Regional Director of Sales

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www.k12insight.com

CLIENT INFORMATION			
Name	The Raytown C2 School District		
Address	6608 Raytown Road		
City, State Zip	Raytown, MO 64133		
Proposal Date	02/09/2021	Student Enrollment	8,250

DATES AND TERM OF INITIAL CONTRACT			
Term	Start Date	End Date	Total
Extended Year 1	3/01/2021	6/30/2022	\$28,875

The pricing and terms in this proposal are valid for 30 days from proposal date.

CUSTOMER EXPERIENCE PLATFORM SERVICES	Standard Price
<input checked="" type="checkbox"/> SUBSCRIPTION TO LET'S TALK! K12 <i>Insight</i> provides Software as a Service to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District. Software customization is offered for multiple languages. Also includes mobile app and customization of Let's Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let's Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue. Subscription includes continuous and ongoing support via a dedicated Let's Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.	\$3.50 per student, per year

EXTENDED YEAR ONE of SERVICES: 3/01/2021 to 6/30/2022				
Let's Talk! Platform Services				
Quantity	Service	Price	Unit	Cost
1	Subscription to Let's Talk! Platform	\$3.50	per student/per year	\$28,875
1	Let's Talk! Virtual Assistant	\$6,000	per year	\$6,000
SUBTOTAL for Let's Talk! Platform Services				\$34,875
Virtual Assistant Discount (expires on 2/26/2021)				(\$6,000)
TOTAL for EXTENDED YEAR ONE Let's Talk! Platform Services				\$28,875

BILLING CONTACT			
Name			
Title			
Email			
Phone		Fax	

ORDER CONFIRMATION

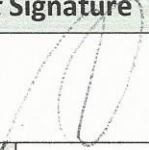
This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: www.k12insight.com/terms-of-service/1.20, the **Amendment to K12 Insight Terms of Service**, and any addenda attached. No other terms apply to K12 *Insight's* services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 *Insight's* services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

AUTHORIZED SIGNATURES

Executed for and on behalf of the Client by:

Client Signature			
Name		Date	
Title		Email	
Phone		Fax	

For and on behalf of K12 *Insight* LLC, a division of Zarca Interactive, by:

K12 <i>Insight</i> Signature			
			
Name	Adam Dean	Date	3/4/21
Title	VP of Finance		

K12 <i>INSIGHT</i> INTERNAL USE ONLY					
Prepared	Celia Anderson 2/9/2021	Reviewed	Joseph Douglass 2/9/2021	Approved	Justin Flaitz 2/9/2021

K12 *Insight* TERMS OF SERVICE AGREEMENT

K12 *Insight*, LLC (“K12 *Insight*”, “Company”, “K12Insight”, “us”, “our”, or “we”) and Raytown C-2 School District (“District”, “Client”, “School Client”, “Customer”, “you”, or “your”) hereby agree to this K12 *Insight* Terms of Service Agreement (the “Agreement”). K12 *Insight* is a Virginia limited liability company that provides a range of solutions and services to organizations directly or indirectly affiliated with education as further described in the Agreement. This Agreement governs your use of our website (the “Site”), our online platform and services (the “Platform”), our mobile service (the “App”), the Site, any other online service which links to this Agreement and any software and technology provided on or in connection with the Platform, the Site or the App (collectively, the “Service”).

The terms “K12 *Insight*” and “Company” include Company’s affiliates. “Affiliates” for the purpose of this definition means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

The term “Users” includes District, parents, students, and Authorized Users (defined below), whether or not they have an account.

The terms “SOF” and “Sales Contract” mean a Sales Order Form or other ordering document executed between District and Company. Certain services may be subject to additional terms and conditions specified by Company from time to time, and District’s use of such services is subject to those additional terms and conditions, including but not limited to a SOF and any addenda attached thereto, which are hereby incorporated into this Agreement by reference.

1. USE OF THE SERVICE

1.1. Limited License. Subject to the terms of this Agreement, Company hereby grants District a non-exclusive, limited, non-transferable and freely revocable license to use the Service as permitted by this Agreement. Company reserves all rights not expressly granted herein in the Service.

1.2. User Accounts.

- (a) We may maintain different types of accounts for different types of users. If you open an account on behalf of a Client, then (i) “you” and “your” includes you, that Client, and any and all Authorized Users and (ii) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to this Agreement, and that you agree to this Agreement on the Client’s behalf.
- (b) You may never use another user account and each account may only be used by one individual. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. You must notify K12 *Insight* immediately of any breach of security or unauthorized use of your account. K12 *Insight* will not be liable for any losses caused by any

unauthorized use of your account.

- (c) District and Company acknowledges and agree that District employees, consultants, contractors, customers, agents and any other user authorized to use the Service in connection with District's account (collectively, "**Authorized Users**") must separately agree to be bound by this Agreement.
- (d) District shall immediately notify Company of any actual or suspected breach of security, or access credentials or login details of Authorized Users.

1.3. Service Levels. Company will use commercially reasonable efforts to make the online Services available in accordance with the service level requirements set forth in Exhibit A, attached hereto and made a part hereof ("Service Levels"). Services may be interrupted due to: (i) unscheduled or scheduled downtime in accordance with the Service Levels, and (ii) any Force Majeure event under Section 19.7 of this Agreement.

2. TERM

District is entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 7 (Payment Obligations), below.

3. PRIVACY POLICY

We respect your privacy and are committed to protecting it. District consents to the collection, use and disclosure of personally identifiable information and aggregate and anonymized data as set forth in sections 5 and 6 of the Agreement.

4. USER CONTENT

Some areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, survey questions and other content or information, independently developed by Customers, Authorized Users, or Users without consultation from K12 Insight (any such materials a User submits, posts, displays, provides, transmits, or otherwise makes available on the Service are referred to as "**User Content**").

District agrees that Company is only acting as a passive conduit for distribution and publication of User Content and Company is not responsible for the quality, integrity, and legality of User Content.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to K12 *Insight* a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use your User Content for the sole purpose of providing the Service to you and as otherwise permitted by this Agreement.

For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other

jurisdiction.

In connection with your User Content, you affirm represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- Your User Content and K12 *Insight's* use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- K12 *Insight* may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

5. USER DATA

5.1. User Data. Some areas of the Service may allow K12 *Insight* to collect personal information or data from or about a Client's Authorized Users, parents, students, community members or other Users that a Client permits to use the Service (collectively, "**User Data**"). This may include survey responses, messages, Communications (defined below) and user contact details.

5.2. Ownership and License. As between a Client and K12 *Insight*, the Client owns and shall retain all right, title and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to K12 *Insight*, the Client hereby grants, and represents and warrants that the District has all rights necessary to grant all rights and licenses to the User Data required for Company and its subcontractors and service providers to provide the Service.

5.3. User Data Restrictions. A Client may not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach Bliley Act ("**GLBA**"), or the Health Insurance Portability and Accountability Act ("**HIPAA**"), or which could give rise to notification obligations under data breach notification laws, without K12 *Insight's* prior written approval.

5.4. Responsibility for User Data. You (not K12 *Insight*) bear sole responsibility for adequate security and protection of User Data when in your or your Authorized Users' possession or control. Except for as expressly set forth in this Agreement, K12 *Insight* will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. The Client is solely responsible for backing up User Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of User Data. In addition to the foregoing, as between you and K12 *Insight*, you are solely responsible for any and all User Data you or your Authorized Users provide and/or cause to be provided to the

Service, and the consequences of providing, posting or transmitting such User Data, including responsibility for compliance with breach notification laws. K12 *Insight's* commercially reasonable efforts to restore lost or corrupted User Data pursuant to this section shall constitute our sole liability and your sole and exclusive remedy in the event of any loss or corruption of User Data.

6. DATA GOVERNANCE

6.1. Definitions.

- FERPA: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.
- Security Breach (Security Incident): means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s), Personally Identifiable Information, District Data or other district confidential information.
- Personally Identifiable Information (PII): shall mean: (a) student's name; (b) name of the student's parent or other family members; (c) address of the student or student's family; (d) a personal identifier, such as the student's social security number, student number, or biometric record; and (e) other indirect personal identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) "medical information" as may be defined in state law; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (h) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (i) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (j) other financial account numbers, access codes, driver's license numbers; (k) and state- or federal-identification numbers such as passport, visa or state identity card numbers; (l) personally identifiable information as defined by COPPA, including but not limited to online contact information like an email address or other identifier that permits someone to contact a person directly (for example, an IM identifier, VoIP identifier, or video chat identifier), screen name or user name where it functions as online contact information, telephone number, persistent identifier that can be used to recognize a user over time and across different sites (including a cookie number, an IP address, a processor or device serial number, or a unique device identifier), a photo, video, or audio file containing a child's image or voice, geolocation information sufficient to identify a street name and city or town; or other information about the child or parent that is collected from the child and is combined with one of these identifiers.
- Student Education Record: means identifiable information, including but not limited to PII, of District's students that may be considered part of an educational record as defined by FERPA, district policy, and any applicable state law.
- Anonymized Data: means any Student Education Record rendered anonymous in such a

manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

- De-identified Data (Pseudonymized Data): means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures. Attributions may include, but are not limited to: name, ID numbers, date of birth, demographic information, location information, and/or any other unique metadata.
- District Data: any data provided by the District or collected from the District or authorized users, PII, metadata, user content and/or any data part of a student education record that is not anonymized or de-identified. For the avoidance of doubt, District Data shall not include Anonymized Data, De-identified Data, or aggregate technical usage data of Company's platform or services.
- Subprocessor(s): any third party appointed to process data on behalf of Company or District, including but not limited to automated translation, natural language processing, and content delivery. Subprocessors are not third parties in this Agreement.

6.2. Designation. District hereby designates Company 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 the Agreement and/or SOF. Company shall not resell Student Education Records or use Student Education Records for targeted student advertising or disclose to third parties any Student Education Records without the written consent of District. District grants permission to Company and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.

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

- Company shall be responsible for the timing, content, and costs of such legally-required notifications that arise as a result of Company's failure to comply with its obligations as a Service Provider under COPPA, FERPA or other applicable laws. Furthermore, except where Company acts in accordance with its obligations under this Agreement and/or

District's instructions, Company shall be responsible for the cost of investigating the above non-compliance, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the District as a result of the non-compliance.

6.3. Data Governance Terms.

- **Confidentiality:** Company and its officers, employees, and agents agree to hold District Data in strict confidence and use it only for the limited purpose outlined in the Agreement and/or Sales Contract.
- **Non-Disclosure:** Company affirms that its services will be conducted in a manner that does not disclose Customer data to anyone who is not an authorized representative or a Subprocessor of the Company, unless required by law.
- **Data Collection:** Company will only collect data reasonably necessary to fulfill its duties as outline in this Agreement.
- **Data Use:** Company will use District Data only for the purpose of fulfilling its duties and providing services under this Agreement, for improving services under this Agreement, and for ensuring compliance with this Agreement. The approval to use District Data for one purpose does not confer approval to use the data for another or different purpose.
- **Subprocessors (Contractors and Agents):** Company shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement, whereby the Subprocessors agree to protect District Data in a manner consistent with the terms of this Agreement.
- **De-Identified Data:** Anonymized Data, De-identified Data, and aggregate technical usage data of Company's platform or services may be used by the Company for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public would be able to use de-identified data. The Company and District agree that the Company cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Company agrees not to attempt to re-identify de-identified District Data and not to transfer de-identified District Data to any party unless (a) that party agrees in writing not to attempt re-identification, (b) Company can guarantee that the party has not been provided by the Company any other de-identified information, that in combination with other provided information can be used to re-identify User Data and (c) prior written notice has been given to the District who has provided prior written consent for such transfer.
- **Company Access to District Data.** The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of District data to those individuals who have a legitimate need to access District data in order to provide required support of the system or services to the District under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted in compliance with state and local ordinances, including being subject to background checks, to ensure that such individuals have no significant criminal history.

- **Employee Obligation:** Company shall require all employees and agents who have access to Student Data 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.
- **Employee Training:** Company shall provide periodic security training to those of its employees who operate or have access to the system.

6.4. Data Storage/Maintenance. The parties agree that all data collected or held by Company (including but not limited to District students' names and other information) shall be stored within the United States of America. No data may be stored or backed up outside of the continental United States. The District is responsible for: (i) keeping District Data accurate and up to date, and (ii) deleting District Data that the District no longer needs.

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

- **Data Portals.** Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- **Data Encryption.** In conducting data transactions and transfers with the District, Company will ensure that all such transaction and transfers are encrypted.

6.6. Data Breach. Company agrees that it will implement industry standards in administrative, physical and technical safeguards designed to secure District Data and District 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, District Data that the District provided Company or that Company collected from District or its authorized users, ("Security Incident"), then Company will promptly (within five (10) business days), subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the District and will use reasonable efforts to cooperate with the District's investigation of the Security Incident.

- If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential 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 District's investigation and third-party notifications, if any, at the District's direction and expense.
- Company shall 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 District as a result of a Security Incident.

- Company shall also be required to outline for the District 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.
- Company further acknowledges and agrees to have a written incident response plan that reflects industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of District Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a copy of said written incident response plan.

6.7. Cyber Security Insurance. Company will provide to the District a certificate of insurance including Cyber Security Insurance coverage for Data Breach.

6.8. 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. This section does not prohibit Company from using District Data for adaptive learning or customized or personalized student learning purposes, responding to requests from students or their parents or guardians, or as otherwise allowed by law, or using de-identified information or District Data placed in a separate student account, pursuant to the other terms of this Agreement.

- 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.

6.9. Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Company's services, District may delete, download, or retrieve its data through its account in the Service within 30 days of such termination. In case District is unable to acquire data through its account, upon written request made within 30 days of termination of this Agreement, District data within Company's possession or control must be provided to the District. District data in Company's possession must be de-identified, deleted, or anonymized, within 90 days of the date of termination of this Agreement except as provided herein. Data required to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by an applicable law, court order, or for resolution of an on-going legal dispute may be retained by the Company. Certain data may be retained in technical support records, customer service records, backups, and other similar business records. Contents of messages and other communications shared through the Service with third parties, and content of information shared publicly through use of the Service, may not be deleted or de-identified. 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 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 their agreement for Company's services, then that data must also be de-identified/deleted.

7. PAYMENT OBLIGATIONS

7.1. Subscriptions. If you are a Client paying for the Service, some of our Services are billed on a subscription basis ("**Subscriptions**"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "**Billing Cycle**"). Billing Cycles commence on the Contract Start and correspond with the "Billed On" and "Due By" dates stated on the SOF, depending on the Subscriptions purchased under an applicable SOF. Payment for the first year of multi-year contracts will be Billed On the signing of the SOF and will be Due By thirty (30) days from the Billed On date.

7.2. Fees for Services. If you are paying for the Subscription, you shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

7.3. Refunds. Fees associated with the Service are non-cancellable and non-refundable.

7.4. Nonpayment. K12 *Insight* may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

7.5. Price Changes. The fees associated with the Service shall remain as indicated in the SOF.

8. THE SERVICES

8.1. Services. If you are a Client, K12 *Insight* will provide one or more of the following Services to you and other Users on your behalf, as set forth in the applicable SOF:

- (a) Let's Talk! [™] Customer Experience Platform
- (b) Professional Services in connection with a managed survey project, training in customer service or other consulting or professional services as described and set forth in an applicable SOF (collectively, the "**Professional Services**")

8.2. Acceptable Uses. Each User is responsible for its conduct. This includes the input of all User Content and User Data, and communications with others while using the Service. You shall comply with the following acceptable use requirements when using the Service.

- You shall not misuse our Service by interfering with its normal operation or attempting to access it using a method other than through the interfaces and instructions that we provide.
- You shall not circumvent or attempt to circumvent any limitations that K12 *Insight* imposes on your account.
- You may not probe, scan, or test the vulnerability of the Service, including any K12 *Insight* system or network.
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.

- You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.
- You shall not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other Users. K12 *Insight* will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to K12 *Insight*.
- You shall not use the Service to infringe on any third party right, including any the Intellectual Property Rights, privacy rights or publicity rights of others, or to commit an unlawful activity.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, or which would result in K12 *Insight* violating any law due to your use or misuse of the Service.
- You shall not promote or condone the sending of unsolicited email, calls or SMS/MMS text messages to individuals not affiliated with you, nor use the Service to engage in spamming or other unsolicited advertising, marketing or other commercial or non-commercial activities, including, without limitation, any activities that violate applicable state or federal law.
- You may not resell or lease the Service or use the Service for any commercial solicitation purposes.
- You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

8.3. Appropriate Content and Communications. Users have the ability to send Communications (defined below) to certain other Users as a feature of the Service. You acknowledge and agree that K12 *Insight* is not obligated to monitor, or filter Communications or data transmitted through the Service and that we shall not be responsible for the content of any such Communications or transmissions. You shall not use the Service to send any Communications that disparage any individual or group. You shall not use the Service to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law. If you believe someone may have sent an offensive or illegal communication via the Service, please notify us immediately at privacy@k12insight.com.

8.4. Intentionally Omitted.

8.5. Additional Obligations for Let's Talk! Customer Experience Platform. If you are a Client and have purchased a Subscription to the Let's Talk! Customer Experience Platform under an applicable SOF, then the following additional terms apply:

- If a User submits anonymous or semi-anonymous feedback, you shall take all necessary steps to prevent linking that feedback to the identity of that User.
- If a User dialogue includes language that includes threats, safety concerns, or harassment, the identity of the User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to

believe that identification is necessary to protect the life, health or safety of an individual.

8.6. Additional Obligations for Calls and Messaging. If you are a Client that uses the Service to transmit, send, receive, or facilitate email, calls, SMS/MMS messages or other communications (“**Communications**”) or causes or induces such Communications to be sent through the Service, then the following additional terms apply:

- You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq, and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission (collectively, the “**Calling Laws**”).
- You agree that, as between you and K12 *Insight*, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place.
- District shall ensure that Authorized Users, as well as all activities under the District’s account(s) and Authorized Users’ account(s), comply with this Agreement and applicable laws. Any violation of this Agreement or any applicable law by District and/or Authorized User(s) shall be deemed to be a violation of this Agreement by the District.
- District is solely responsible for compliance with applicable local, state, national and international laws and regulations that place restrictions on certain types of phone calls and/or SMS or MMS messages for all Communications and content sent, initiated or transmitted through the Service. K12 *Insight* is not responsible for reviewing the contents of any Communication transmitted through the Service or transmitted by District related to its use of the Service, nor is Company responsible for obtaining any necessary consents or permissions from the recipients of such Communications.
- You warrant and agree that you have all necessary consents and permissions necessary to transmit Communications to recipients and you shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent or otherwise opted-out of receiving Communications from you or your Authorized Users.

8.7. Additional Obligations for Professional Services. If you are a Client and have purchased Professional Services under an applicable SOF, then the following additional terms apply:

- You shall appoint one member of your staff to serve as K12 *Insight*’s Point of Contact (“**POC**”). • You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 *Insight* staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 *Insight* staff explicitly request your feedback.
- You shall participate in Service specific training conducted by K12 *Insight*.

9. CHANGES TO OUR SERVICES

9.1. Service Modifications. K12 *Insight* may from time to time make modifications to the Service, including without limitation in the form of software upgrades and software releases.

Because K12 *Insight* must use substantial resources to make and support such changes, and because such changes are derived from K12 *Insight's* existing Intellectual Property Rights, K12 *Insight* owns all right, title, and interest in and to such changes.

9.2. Service Retirement. K12 *Insight* may add, alter, or remove functionality from a Service at any time without prior notice. K12 *Insight* may also limit, suspend, or discontinue a Service at its discretion.

9.3. New Services. K12 *Insight* may introduce new products and services to complement our existing Service. If such services are not included in your existing Subscription or in your SOF, K12 *Insight* reserves the right and sole discretion to decide whether or not the new services will be made available to you. Such services may come at an additional cost or may be included within your Subscription license at no cost.

10. PROPRIETARY RIGHTS

10.1. K12 *Insight* Intellectual Property. Except for User Content and User Data, K12 *Insight* owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including, registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Service, including any and all surveys created by K12 *Insight*, (collectively “**K12 *Insight* Intellectual Property**”).

10.2. Maintaining K12 *Insight* Intellectual Property. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such K12 *Insight* Intellectual Property, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any K12 *Insight* Intellectual Property. Use of K12 *Insight* Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without K12 *Insight's* prior written consent.

10.3. Feedback. You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place K12 *Insight* under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, K12 *Insight* does not waive any rights to use similar or related ideas previously known to K12 *Insight*, or developed by its employees, or obtained from sources other than you.

11. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“**DMCA**”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify K12 *Insight's* copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- a) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- b) Identification of the copyrighted work that you claim has been infringed;
- c) Identification of the material that is claimed to be infringing and where it is located on the Service;
- d) Information reasonably sufficient to permit K12 Insight to contact you, such as your address, telephone number, and, email address;
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- f) A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Address: K12 *Insight*, 2291 Wood Oak Drive, Suite 300, Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: privacy@k12insight.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying K12 *Insight* and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with K12 *Insight's* rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, K12 *Insight* has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. K12 *Insight* may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

12. SHARING WITH PUBLIC OR THIRD PARTIES

We do not control what third parties may do with personal information transmitted, posted, or otherwise shared with others through the Service. We urge you to use caution in transmitting, sharing, or posting sensitive personal information in public areas of the Service like message boards or in Communications.

13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

13.1. Limited Warranty. K12 *Insight* represents and warrants that any Professional Services shall be provided in a workmanlike manner that conform to the relevant, prevailing industry standards.

13.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, K12 *INSIGHT* PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND QUIET ENJOYMENT. YOU UNDERSTAND THAT K12 *INSIGHT* IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. K12 *INSIGHT* EXPRESSLY DISCLAIMS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE SURVEYS, IS DONE AT YOUR OWN RISK AND YOU SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEMS. K12 *INSIGHT* SHALL NOT BE RESPONSIBLE FOR YOUR FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. YOU SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM K12 *INSIGHT* OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

13.3. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) K12 *INSIGHT*'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND (A.1) IN NO EVENT SHALL THE AGGREGATE AMOUNT OF DAMAGES UNDER SECTION 6.6 OF THIS AGREEMENT EXCEED \$1,000,000 (USD ONE MILLION), AND (A.2) EXCEPT FOR DAMAGES UNDER SECTION 6.6 OF THIS AGREEMENT IN NO EVENT SHALL THE AGGREGATE AMOUNT OF DAMAGES PAYABLE BY K12 *INSIGHT* EXCEED THE AGGREGATE FEES PAID BY DISTRICT FOR SERVICES PROVIDED WITHIN THE ONE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH DAMAGES; AND (B) IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT IN CASE OF K12 *INSIGHT*'S INSURANCE PROVIDER'S REFUSAL TO PAY DAMAGES, ALL DAMAGES UNDER SECTION 6.6 SHALL BE PAYABLE DIRECTLY BY K12 *INSIGHT*'S INSURANCE PROVIDER. YOU ACKNOWLEDGE THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

13.4. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. INDEMNITY.

14.1. Your Indemnification Obligations. To the fullest extent permitted by applicable law, and not explicitly prohibited by the State of Missouri's sovereign immunity under MO Rev Stat §§ 105.711 to 105.726 (2019) and MO Rev Stat §§ 537.600 to 537.650 (2019), District agrees to indemnify and hold harmless K12 *Insight* and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content you submit, post, transmit or make available through the Service, including without limitation, District Data, User Content and User Data, (b) your use, misuse or access to the Service, (c) your connection to the Service, (d) your violation of the Agreement, including without limitation your breach of any representations and warranties, (e) your violation of any applicable law or the rights of another person or entity, (f) your willful misconduct, or (g) any other party's access and use of the Service with your unique username, password, or other appropriate security code. As a condition to District's defense and indemnification, K12 *Insight* shall provide prompt written notice of any claims and permit District to control the defense, settlement, adjustment, or compromise of any such claim to the extent that such defense, settlement, adjustment, or compromise does not affect the rights or data of any other customer of K12 *Insight*.

14.2. K12 *Insight*'s Indemnification Obligations. K12 *Insight* agrees to indemnify, defend and hold harmless you and your directors, officers, employees, and agents against third party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes any U.S. patent or trademark or (b) caused by K12 *Insight*'s gross negligence. However, K12 *Insight*'s obligation to indemnify shall not apply to any claims resulting from your willful misconduct or negligence. As a condition to K12 *Insight*'s defense and indemnification, you shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment, or compromise of any such claim.

14.3. Infringing Services. If any Service becomes, or in K12 *Insight*'s opinion is likely to become, subject of a claim of infringement, K12 *Insight* will provide you with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 *Insight*, you shall immediately stop using the Service and return all materials relating to the Service to K12 *Insight*, and, if applicable, K12 *Insight* will refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under a SOF. K12 *Insight* shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 *Insight*, (b) modification of the Service by K12 *Insight* in accordance with your designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to you.

15. CONFIDENTIAL INFORMATION

15.1. Defining Confidential Information. The provision of the Service may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, you shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight's* confidential information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is known to you prior to any disclosure and can be so proven by written records; (b) is received at any time by you in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by you in the public domain or subsequently enters the public domain other than by reason of acts or omissions of your employees or agents, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of your own; (e) or is independently developed by or on behalf of you without resort to K12 *Insight's* Confidential Information as can be shown by reasonable documentary evidence.

16. TERMINATION

16.1. Termination for Cause. District may terminate the Agreement for cause if Company by providing a 30 day written notice to Company, if Company engages in any of the following and does not cure such breach within 30 days of the notice:

- (1) repeatedly refuses or fails to perform the act(s) described in the SOF or the Agreement;
- (2) conduct in violation of the Data Governance provisions in the Agreement that triggers material grounds for termination;
- (3) conduct that would constitute a violation of state or federal criminal law, including but not limited to, laws prohibiting certain gifts to public servants; or
- (4) a substantial breach of a material provision of this Agreement.

K12 *Insight* may terminate this Agreement for any reason or no reason.

16.2. Ceasing Services. Upon expiration or termination of this Agreement, you shall cease using the Service and related materials immediately.

16.3. End of the Term or Subscription. If you have a Subscription and it expires or terminates (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, K12 *Insight* may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If you wish to save or maintain any data, you must download such data before the conclusion of the term. Once the Subscription ends, K12 *Insight* may delete Customer Content and Customer Data relating to an account in accordance with this Agreement, and the and the Data Governance provisions. It is your responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

17. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

17.1. License to the App. We may make available software to access the Service via an App. To use the App, you must have a mobile device that is compatible with the App. K12 *Insight* does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights notices on the App. You acknowledge that K12 *Insight* may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and K12 *Insight* or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. K12 *Insight* reserves all rights not expressly granted under this Agreement. District will not be liability for the actions or omissions of App users, except Authorized Users, with respect to use of the App. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, if used or transmitted in another country, the App may be subject to the import and export laws of other countries. You agree to comply with all United States laws related to the use of the App and the Service.

17.2. Additional Terms for App from Apple Store. The following applies to any App you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and K12 *Insight*, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails

to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, K12 *Insight*, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and K12 *Insight* acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple Sourced Software against you as a third-party beneficiary thereof.

17.3. Mobile Applications from Google Play Store

The following applies to any Mobile Applications you acquire from the Google Play Store ("Google Sourced Software"): (i) You acknowledge that these Terms are between you and K12 *Insight* only, and not with Google, Inc. ("Google"); (ii) Your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) K12 *Insight*, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to K12 *Insight's* Google-Sourced Software.

18. THIRD-PARTY LINKS AND INFORMATION

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because K12 *Insight* has no control over such sites and resources, you acknowledge and agree that K12 *Insight* is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that K12 *Insight* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

19. GENERAL PROVISIONS

19.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19.2. Dispute Resolution. To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Agreement or any breach thereof, shall be settled by informal mediation with the parties subject to this Agreement. If any controversy cannot be resolved through informal mediation, any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue Company expressly agrees. The prevailing party to such legal action shall be entitled to recovery of its reasonable legal fees and costs.

19.3. Intentionally Omitted.

19.4. Entire Agreement. This Agreement, any applicable SOF and any additional agreements referenced herein or that you may enter into with K12 *Insight* in connection with the Service, represents the entire final Agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Service, do not override, or form a part of this Agreement, and are void. In the event of any conflict between this Agreement and any other terms referenced herein, this Agreement shall govern. Any changes requested to our Agreement must be made in a written and signed addendum, which shall be incorporate by reference upon acceptance by K12 *Insight*.

19.5. Changes to Terms. Any change or modification to this Agreement will not be effective unless made in writing and with the signed mutual consent of both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

19.6. Waiver. The failure by K12 *Insight* to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

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

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

19.9 Federal Work Authorization Program. Prior to commencement of any work contemplated under this Agreement, Company 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. Company 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.

19.10. Transfer of Rights. You shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without K12 *Insight's* prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any

entity that acquires, merges with, or otherwise combines in any manner with you shall not acquire any rights or licenses to the Service under this Agreement, without K12 *Insight's* prior written consent. K12 *Insight* reserves the right to assign this Agreement and the Services provided herein.

19.11. Severability. If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

19.12. 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.

19.13. Mergers, Acquisitions, Restructuring, Bankruptcy, and similar events. Company may share any data or information collected under this Agreement, including but not limited to District Data and User Data, in connection with a company transaction, such as a merger, sale of Company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If Company sells, divests or transfers its business, Company will: (i) require the new owner to continue to honor the terms of this Agreement, or (ii) provide the District with notice and an opportunity to opt-out of the transfer of data before the transfer occurs. In case District opts out of the transfer of data, Company may, but shall not be obligated to, terminate this Agreement.

19.14. Contact. Please contact us at privacy@k12insight.com with any questions regarding this Agreement

- SIGNATURES ON NEXT PAGE -

(Exhibits attached)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.


--	K12 Insight	Customer
Company or Individual	K12 Insight, LLC and its affiliates.	
Address	2291 Wood oak Dr, #300 Herndon, VA. 20171	
Authorized Signature		
Name	ADAM DEAN	
Email	adean@k12insight.com	
Title	VP. + Finance	
Date	3/4/21	

EXHIBIT A
SERVICE LEVEL AGREEMENT

1. **Introduction.** This Service Level Agreement (“**SLA**”) is a part of the K12 *Insight* Terms of Service Agreement (“**Agreement**”) between K12Insight and Customer.
2. **Definitions.** Capitalized terms used but not defined below or herein have the meaning assigned to them in the Agreement. The following words shall have the meaning assigned to them hereinbelow:
 - a. “**Incident**” means (i) any single event, or (ii) any set of events, that resulted in an Error (as defined below).
 - b. “**Initial Response**” means a verbal, written or electronic response to an Initial Notice, in each case non-automatic, from K12Insight to Customer regarding a reported or discovered Error that details its Severity Level and provides a general approach for next steps.
 - c. “**Final Resolution**” means a long-term fix to the Error to bring Service functionality back.
 - d. “**Temporary Resolution**” means a temporary fix or patch to the Error to bring Service functionality back until a Final Resolution is available.
3. **Service Availability.** K12Insight will provide Customer with access to Service(s) in accordance with the terms of the Agreement.
4. **Scheduled Downtime.** K12Insight shall perform periodic maintenance on the Service(s) for purposes of system upgrades, maintenance, backup procedures, to prevent material harm to K12Insight or its customers or as required by applicable law. When commercially reasonable, K12Insight will perform such maintenance without disrupting access to the Service(s). Where access needs to be disrupted (“**Scheduled Downtime**”), K12Insight shall: (i) where possible, perform such maintenance during low usage periods; (ii) where possible, provide reasonable advance notice to Customer of the Scheduled Downtime; (iii) use commercially reasonable efforts to limit the amount of Scheduled Downtime. There may be some situations, such as security emergencies, where it is not practicable for K12Insight to give advance notice.
5. **Incident Management.**
 - a. **Incident Severity.** K12Insight and Customer acknowledge and agree that there may be defects in the Service(s) or defects in features within the Service(s) that directly impact the performance of the Service(s) and prevent Service(s) from performing as accepted (each an “**Error**”). Errors may include operation and functionality defects, security defects, viruses and bugs. When Customer initially reports to K12Insight an Error (“**Initial Notice**”) K12Insight will promptly classify the Error in accordance with the severity levels set forth in Table A1 below (each a “**Severity Level**”). K12Insight may modify the classification after the Initial Response if appropriate.

Table A1 – Severity Level Guidelines	
Severity Level	Definition
Severity 1	A critical problem in which the Services: (i) are down, inoperable, inaccessible, or unavailable, or (ii) otherwise materially cease operation.
Severity 2	A problem in which the Services and the hosting environment: (i) are severely limited or major functions are performing improperly, and the situation is significantly impacting certain portions of Users’ operations or

	productivity, or (ii) have been interrupted but recovered, and there is high risk of recurrence.
Severity 3	A minor or cosmetic problem with the Services that: (i) is an irritant, affects non-essential functions, or has minimal operations impact, (ii) is localized or has isolated impact, (iii) is a nuisance, (iv) results in visual errors, or (v) is otherwise not Severity 1 or Severity 2, but represents a failure of Services to conform to specifications.

- b. **Incident Response.** K12Insight will provide Customer with Initial Response, Temporary Resolution and Final Resolution within the timeframes provided in Table A2 below.

Table A2 – Incident Response for Initial Notices			
Severity Level	Initial Response	Temporary Resolution	Final Resolution
1	2 hours	12 hours	7 days
2	4 hours	2 days	15 days
3	1 day	10 days	45 days

6. **Limitations.** This SLA does not apply to any performance or availability issues:
- a. Due to factors outside K12Insight’s reasonable control (for example, Force Majeure events);
 - b. That result from the use of services, hardware, or software not provided by K12Insight, including but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
 - c. Caused by Customer’s use of a Service after K12Insight advised Customer to modify Customer’s use of the Service, if Customer did not modify Customer’s use as advised;
 - d. During or with respect to preview, pre-release, beta, trial or free versions of a Service, feature or software (as determined by K12Insight);
 - e. That result from Customer’s unauthorized action or lack of action when required, or from Customer’s employees, agents, contractors, or vendors, or anyone gaining access to K12Insight’s network by means of Customer’s passwords or equipment, or otherwise resulting from Customer’s failure to follow appropriate security practices;
 - f. That result from Customer’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer’s use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported), or inconsistent with K12Insight’s Documentation;
 - g. That result from faulty input, instructions, or arguments
 - h. That result from Customer’s attempts to perform operations that exceed prescribed quotas or that resulted from K12Insight’s throttling of suspected abusive behavior; and/or
 - i. For services that have not been paid for at the time of the Incident.