

PROOF OF CONCEPT AGREEMENT

This Proof of Concept Agreement ("**Agreement**"), effective as of the date of the last signature below ("**Effective Date**"), is made on the 14th day of June, 2022

between Motorola Solutions, Inc., a Delaware corporation whose principal place of business is at 500 W. Monroe, Chicago, IL 60661 ("**Motorola**", "**Motorola Solutions**" or "**Company**") and Raytown C-2 School District, whose principal place of business is 6608 Raytown Road, Raytown, MO 64133 ("**Customer**" or "**District**"). Motorola and Customer may be referred to individually as **Party** and together as **Parties**.

This Agreement sets forth the terms under which Motorola Solutions will install equipment ("**Equipment**") software ("**Software**"), subscription-based-software services ("**Subscription Software**") and/or provide related services ("**Services**") (**Collectively the "Solution"**), as applicable to enable Customer to evaluate the Solution. Additional terms and conditions applicable to specific Subscription Software are set forth in the Subscription Software Addendum ("**SSA**"), attached hereto, along with the Data Governance Addendum and any ordering document ("**Ordering Document**"), and will form part of the Agreement.

Equipment, Software, and Services will be provided at a single site selected by Customer. Such Equipment, Software, and Services may be identified in an attached Scope of Work ("**SOW**"), if applicable or in other documentation provided to Customer.

License. Subject to the terms of the SSA, Motorola Solutions hereby grants to Customer, a temporary, royalty-free, non-exclusive, non-transferable, non-assignable right to use the Software and any accompanying documentation only to evaluate the Solution ("**Evaluation**") during the Term. In this regard, **Customer** will have the limited right to use the Software in **Object Code** form, and related documentation. "**Object Code**" means computer-programming code in machine-readable form. Upon any termination or expiration of this Agreement, Customer shall not have any right to use the Software.

Term. The term ("**Term**") of this Agreement shall be for a period of 30 (#) days and shall commence on the activation date ("**Activation Date**"), which is defined as the date that the Authorized Users (as defined in the attached SSA) receive access to the Solution. Unless terminated earlier in accordance with this Agreement. Motorola Solutions may terminate this Agreement at any time prior to the end of the Term for any reason or for no reason. Customer may terminate this Agreement prior to expiration by notifying Motorola Solutions and returning all Equipment and Software to Motorola Solutions in accordance with the below paragraph, "**Receipt and Return.**" The Term may be extended by mutual written consent.

Conditions. Customer and its employees shall at all times exercise reasonable care in using the Solution, including proper use and maintenance in accordance with Motorola Solutions' instructions.

This Agreement shall not be interpreted as granting to Customer any license, title or right not expressly granted herein. Customer agrees that it will not do any of the following and will require others to refrain from doing any of the following with regard to the Software provided directly or indirectly, by electronic or other means: (i) copy, modify, or translate the Software; (ii) reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Software or any part thereof to any third party, or otherwise disseminate the Software in any manner; (iii) modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part thereof. Customer's use of the Software is strictly limited to use in connection with the Evaluation and only for use solely in connection with the Equipment. Motorola Solutions reserves all rights to the Software not expressly granted herein. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Software if it fails to comply with this paragraph or any other part of this Agreement.

Ownership and Proprietary Rights. The Software, Equipment, and documentation is solely owned by Motorola Solutions. The Software is licensed to Customer and is not being sold to Customer. All right, title, and interest in and to the Software remains vested in Motorola Solutions or its licensors. Except as expressly provided herein, this Agreement does not grant to Customer any express or implied rights under any Motorola Solutions patents, copyrights, trademarks, or other intellectual property rights. All rights not expressly granted to Customer hereunder are reserved for Motorola Solutions. The Equipment and Software and associated documentation shall remain the personal property of Motorola Solutions even if installed in or attached (even temporarily) to hardware owned by Customer or a third party.

Customer Software. Customer may provide additional software for use during the Evaluation. Customer warrants and represents that it has the right and applicable licenses to allow Motorola to access and use such software for purposes of the Evaluation, including all third-party portions of such software. Customer shall indemnify and hold Motorola harmless for any and all claims related to or arising from access or use of software provided by Customer for the Evaluation.

Data Storage. If the Solution provided pursuant to this Agreement includes the storage of Customer data, Customer must retrieve all stored data within 30 days of the end of the Term or prior to the effective date of termination of the Agreement. Unless otherwise agreed in writing, Motorola will not retain Customer data after expiration or termination of the Agreement. Customer is solely responsible for complying with evidentiary or record retention laws, regulations, rules or policies. Motorola disclaims any and all liability for compliance with any evidentiary requirements. Further, Motorola does not provide assurances for or support of evidentiary rules and requirements after effective date of termination unless Customer makes a purchase of the Service.

Trade Secret. Customer acknowledges that the Software, any associated documentation and methodologies used in providing Services are proprietary to, and valuable trade secrets of Motorola

Solutions, and are entrusted to Customer only for evaluation purposes in accordance with this Agreement. Customer and its employees shall treat the Solution in the strictest confidence. Customer agrees that it will not, without Motorola Solutions' express prior written consent:

- a. disclose any information about the Solution, its design and performance specifications, methodologies, or the existence of the Evaluation and its results to anyone other than Customer's employees who are performing the Evaluation and have a need to have access such information; or
- b. copy any portion of the Solution or the methodologies used in providing the Services, Software or documentation, except to the extent necessary to perform the Evaluation.

Results of Evaluation. Motorola Solutions may receive suggestions, recommendations, comments, or other communication from Customer about the Solution ("**Feedback**"). Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback to improve and enhance the Solution and otherwise, without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. Customer further agrees that all fixes, modifications and improvements to the Solution conceived by or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Solution will vest solely in Motorola Solutions.

Confidentiality. "Confidential Information" is defined as any and all Motorola Solutions information consistent with the Evaluation that is (i) disclosed in oral, written, graphic, machine recognizable, and/or sample form, or (ii) obtained by examination, testing or analysis of any products, hardware, software, documentation, or any component part thereof provided by Motorola Solutions to Customer.

Customer is not obligated to maintain as confidential, Confidential information that Customer can demonstrate to Motorola Solutions' satisfaction (i) is now available or becomes available to the public through no fault of Customer; (ii) is explicitly approved for release by written authorization of Motorola Solutions; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Customer or any of its affiliated companies prior to such disclosure; or (v) is independently developed by Customer or any of its Affiliated Companies without the use of any of Motorola Solutions' Confidential Information or any breach of this Agreement. "**Affiliated Company**" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a Party or any of its wholly-owned subsidiaries, the parent company of a Party, or a wholly-owned subsidiary of the parent company.

If Customer is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Customer will give to Motorola Solutions prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, Customer determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

During the term of this Agreement and for a period of 5 year(s) from the expiration or termination of this Agreement, Customer will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for the Evaluation and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, decompile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Motorola Solutions upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information in connection with the Evaluation.

All Confidential Information remains the property of Motorola Solutions and will not be copied or reproduced without the express written permission of Motorola Solutions, except for copies that are absolutely necessary for the Evaluation.

Export Compliance. Customer will not transfer, directly or indirectly, any product, technical data or software furnished hereunder, or the direct product of such technical data or software, to any country for which the United States Government, or any other applicable government, requires an export license or other governmental approval, without first obtaining such license or approval.

Customer Site. If the Solution is to be installed at a Customer location, the Solution will only be installed and/or evaluated at the Customer site identified in the documents provided by Motorola for the Evaluation. The Equipment used for the Services will only be located at such site. If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

Receipt and Return. If the Solution included hardware, customer shall be responsible for the shipping and returning of all the Equipment and Software to Motorola Solutions within thirty (30) days after the expiration of the Term using the provided pre-paid shipping label(s). Failure of Customer to return the Equipment as required may result in additional charges due to Motorola Solutions to cover the cost of the Equipment. Customer shall return or destroy all copies of the Confidential Information, Software and documentation after the Term. Customer equipment shall be free of Motorola's Software within thirty (30) days after the Term or early termination under the terms of the Agreement.

Existing Equipment and Software. Customer is solely responsible for supporting and maintaining any existing equipment and software. The Equipment and Software provided by Motorola may connect to or interface with existing equipment and software owned by Customer. Any failures or deficiencies may impact the functionality of the Solution.

Warranty Disclaimer. EACH PARTY RECOGNIZES AND AGREES THAT ALL SOFTWARE PROVIDED UNDER THIS AGREEMENT BY MOTOROLA SOLUTIONS IS DELIVERED AS IS,

WHERE IS, AND WHEN AVAILABLE. MOTOROLA SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES UNDER OR RELATED TO THIS AGREEMENT FOR THE SOFTWARE PROVIDED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, IT BEING AGREED THAT ALL SUCH RISKS ARE, AS BETWEEN MOTOROLA SOLUTIONS AND CUSTOMER, TO BE BORNE BY CUSTOMER.

Limitation of Liability. Except as expressed in the Data Governance Addendum, Motorola Solutions does not assume and shall have no liability under this Agreement for (i) failure to deliver the Services or Software within a specified time period; (ii) availability and delays in delivery of the Services or Software, (iii) any failure or interruption of the Software and/or operation of the Equipment, or (iv) damage caused by the Software or Equipment due directly or indirectly to causes beyond the control of Motorola Solutions, including, but not limited to acts of God, acts of the public enemy, acts of the government, acts or failures to act by you, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of subcontractors whether or not due to any such causes; (v) maintenance and storage of data; (vi) disclosure of or failure to protect personally identifiable data. EXCEPT AS EXPRESSED IN THE DATA GOVERNANCE ADDENDUM, IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, DIRECT, SPECIAL, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR REVENUE OR ACTUAL OR PROSPECTIVE PROFITS, SALES, BUSINESS ADVANTAGE, OR GOODWILL, OR ATTORNEY'S FEES, ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY BY THE USE OF THE EQUIPMENT OR SOFTWARE PROVIDED UNDER THIS AGREEMENT; ECONOMIC LOSS; PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY INTERRUPTION CAUSED BY THE EQUIPMENT OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOTOROLA SOLUTIONS' TOTAL LIABILITY FOR DAMAGES TO CUSTOMER OR OTHERS SHALL IN NO WAY EXCEED THE FAIR MARKET VALUE OF SERVICES PAID BY THE CUSTOMER TO MOTOROLA SOLUTIONS UNDER THIS AGREEMENT, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

No Waiver. No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder will be effective unless made in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced. No failure by any Party to exercise, and no delay by any Party in exercising, any right, power or remedy with respect to the obligations secured hereby will operate as a waiver of any such right, power or remedy.

Indemnification. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property which may accrue against Motorola to the extent it is caused by Customer, its other contractors, or their employees or agents, including but not limited to causes of action for damages related to tracking, location based services (“LBS”), breach of privacy, and the use or misuse of Personal Identifiable Information (“PII”) Customer is, will be and remain the controller of the data contained in the Equipment for purposes of all applicable laws relating to data privacy, transborder data flow and data protection.

To the extent allowed by law, Motorola agrees to indemnify and hold harmless the District from, against and in respect to any and all claims, losses, or liabilities involving a claim or action brought against the District for damages incurred or suffered, directly or indirectly, arising from or relating to use of services as is contemplated under this Agreement if District gives Motorola prompt, written notice of any claim or suit. District will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola’s general indemnification of District from liabilities that are in any way related to Company’s performance under this Agreement.

Regulatory Requirements. Except as expressed in the Data Governance Addendum, customer is solely responsible for complying with any and all statutory or regulatory requirements associated with use of the Solution, including requirements triggered by voice and data transmission. Any changes to the design, installation, support, or other obligations required to achieve regulatory compliance, including but not limited to FCC or ADA requirements, may impact the price of Solution. Further, Motorola Solutions makes no commitment to collect, hold, manage, or maintain data for evidentiary or recovery purposes.

No Assignment. Neither the Agreement nor any right or obligation hereunder may be assigned or delegated by Customer (including by operation of law) without Motorola Solutions’ express prior written consent, and any assignment or delegation without such consent will be void.

Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties will modify such provision to the extent possible to most nearly affect its intent. In the event the parties cannot agree, then either Party may terminate this Agreement on thirty (30) days written notice. In any case, the remaining provisions of this Agreement shall not be affected.

Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature will have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement will be treated as and will have the same effect as an original signed copy of this Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods. Jurisdiction shall be in the State of Missouri, in the County of Jackson, Missouri, and the United States District Court for the Western District of Missouri and to the respective appellate courts thereof in connection with any appeal therefrom

Notices. All notices hereunder shall be in writing and shall be delivered in person by a nationally recognized courier, providing proof of service, or sent by registered or certified mail, postage and fees prepaid, return receipt requested, to the attention of the other Party's designated point of contact as set forth herein.

Entire Agreement. The Agreement, including the Data Governance Addendum, is the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

By: 

Name Typed:

Title: VP, Mobile Video Solutions

Date: 6/14/2022

CUSTOMER

By: 

Name Typed: Melissa Tebbenkamp

Title: CIO

Date: 6-17-22

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the Agreement (“**Customer**”), and will be subject to, and governed by, the terms of the Agreement entered into between the Parties, effective as of the Activation Date. Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Agreement.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software from Motorola and will form part of the Parties’ Agreement. Additional Subscription Software-specific addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the Agreement Term, Motorola will provide to Customer the Subscription Software in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users, to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. “**Authorized Users**” are defined as Customer’s employees, full-time contractors engaged for the purpose of supporting the Equipment and Services that are not competitors of Motorola. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized

Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks. "**Documentation**" is defined as training manuals, and other deliverables such as reports, specifications, designs, plans, drawings, analytics, or other information provided with the Equipment and Services, which specify technical and performance features, capabilities, users or operation.

4. Term.

4.1. Termination. Notwithstanding the termination provisions of the Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this

Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or
in equity (including immediate injunctive relief).

5. Liability.

5.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY EXCEPT AS EXPRESSED IN THE DATA GOVERNANCE ADDENDUM, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6 Intentionally Omitted

EXHIBIT A

Data Governance Addendum

This Agreement is between Motorola Solutions, Inc. (COMPANY) and **Raytown Quality Schools** (District) and is effective as of the Effective Date.

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

- **User Data (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. Since the District maintains ownership of all data, this will also be referred to as District Data.

Conditions. Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Company is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Agreement conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

Designation: Raytown Quality Schools hereby designates Motorola Solutions, Inc. as a “school official” with “legitimate educational interests” in the District’s records, as those terms have been defined under FERPA and its implementing regulations, and Company agrees to abide by the FERPA limitations and requirements imposed upon school officials. Company and District acknowledge that Company will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in Agreement. Company shall not resell Student Education Records or use Student Education Records for targeted student advertising or disclose to third parties 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.

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, in proportion with its fault, 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, Company shall be responsible for the portion of the cost, attributable to its proportion of fault, of investigating the above non-compliance, as well as the portion of 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.

Data Governance:

Limited Collection, Disclosure, Access and Use:

- Confidentiality: Company and its officers, employees, and agents agrees to hold district data in strict confidence and use the data only to support the limited purpose outlined in the Agreement.
- 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 of the Company.
- Data Collection: Company will only collect data necessary to fulfill its duties as outline in this Agreement.
- Data Use: Company will use data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. The approval to use District data for one purpose does not confer approval to use the data for another or different purpose.
- Access Records: Company will keep true and complete records of any and all data received, exchanged and shared between and amongst its employees, agents, subcontractors and volunteers.
- Sub-processors (Contractors and Agents): Company shall enter into written agreements with all Sub-processors performing functions pursuant to this Agreement, whereby the Sub-processors agree to protect District User Data in a manner consistent with the terms of this Agreement.
- De-Identified Data: De-identified information 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 User Data and not to transfer de-identified User 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 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, including 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.

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. However, the parties recognize that support for the systems and services are global and may be provided outside of the United States.

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

Data Encryption. In conducting data transactions and transfers with the District, Company will ensure that all such transaction and transfers are encrypted.

Data Portals. Company warrants and represents that data portals for the products and services identified in the Agreement are secured through the use of verified digital certificates.

Data Breach. Company agrees that it will implement industry best practices in administrative, physical and technical safeguards designed to secure User 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, User Data that the District provided Company or that Company collected from District or its authorized users, ("Security Incident"), then Company will promptly (within five (5) business days), subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by 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 a portion of costs, in proportion to the fault of Company, 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 portion of costs, in proportion to the fault of Company, 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 portion of payment, in proportion to the fault of Company, 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 implement steps and processes 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 best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of User Data or any portion thereof, including personally identifiable information.

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

Data Inventory. Company and the District will work together to define a data inventory that inventories all District Data fields and delineates which fields are encrypted within Company's platform maintaining collected District Data.

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.

- Parent Access: District has established procedures by which a parent, legal guardian, or eligible student may review education records and correct erroneous information. The District may use the software and/or services provided to self-serve and retrieve User Data and/or Education Records held by Company to view or correct as necessary. Company shall provide technical support to the District in the event that the District cannot retrieve the User Data and/or Education Records held by Company. In the event that a parent or other individual contacts the Company to review any User Data, Company shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.
- 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.

Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Company's services, upon written request any District data within Company's possession or control must be provided to the District and all other copies of the data must be de-identified or deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If 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 or deleted.

Company Visits to District Property. The parties recognize that certain Company employees, contractors, or agents may visit the District's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on District's property, the parties agree that, before any such visits to the District occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Company further warrants and agrees that its employees, contractors, or agents who visit the District will not have contact or interact with the District's students unless the students are represented as custodians of the information or representatives of the District. Company will indemnify, defend, and hold the District, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or

omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the District's property as described herein.