

LICENSE AGREEMENT

Incorporated by reference to this License Agreement as if fully set forth herein are the Terms and Conditions detailed in Appendix I and the Data Protection & Sharing Protocol set out in Appendix II.

THE CUSTOMER		TEACHERCENTRIC INC	
Raytown C-2 Schools 6608 Raytown Road Raytown, MO 64133-5265		47 E Chicago Ave Suite 314 Naperville, IL 60540	
		A company registered in Delaware EIN: 47-3918659	
		PAYMENT TERMS	
		All invoices are due for settlement by the due date on the invoice. It is a requirement for all payments to be via an electronic funds transfer (as set out in the Terms & Conditions)	
LICENCE START DATE		LICENCE END DATE	
March 1st 2021		February 28th 2024	
CUSTOMER CONTACTS			
Main Contact:	Dr. Steve Shelton	E-mail:	steve.shelton@raytownschools.org
Data Protection Officer:		E-mail:	
CUSTOMER PURCHASE ORDER NUMBER			

I. LICENCE PRODUCT SUMMARY

PRODUCT	UNITS	TOTAL AMOUNT (\$)
Culture & Climate 3 Year	1	\$89,100
Total Price*		\$89,100

**The Fees are based on the Customer's disclosed usage and are subject to alteration in the event that there is a proportional difference which is to be determined by Teachercentric in its reasonable and fair discretion.*

ANNUAL RENEWAL INFORMATION

Licence cost will increase by a minimum in line with inflation. If the district wishes to continue with new features added during the duration of the licence, there may be a further additional cost upon renewal of the licence. This will not be an automatic renewal and will be discussed and agreed with the Head teacher / Main contact toward the end of the contract.

PAYMENT SCHEDULE

As standard all payments are due upfront in full within 14 days of our invoice being received. However, in some limited situations, we offer different payment schedules. If you have agreed a custom payment schedule the details will appear below:

1st Payment: March 5 2021 - \$29,700

2nd Payment: March 4th 2022 - \$29,700

3rd Payment: March 3rd 2023 - \$29,700

SUPPORT SERVICES

Email support is provided for the duration of the licence to all staff. Our support team is available 5 days a week (MON-FRI) and will respond quickly to all issues raised.

II. LICENCE SERVICE SUMMARY

SCOPE OF SACHEL SERVICES

Service description overview:

Teachercentric provides Satchel Pulse which is an online tool with several modules within it. Satchel Pulse provides leading indicators for MATs/Districts and school leaders to make smart decisions on culture, climate, staff retention and school improvement. We use data science and algorithms to provide accurate insights without requiring the user to be a data expert.

This is a subscription-based service and technical setup and training with the school is required in advance prior to it being used.

Services provided by Teachercentric:

Subject to scheduled and emergency maintenance periods, Teachercentric will provide an operational service 24 hours a day, 7 days a week, 365 days a year.

Support provision provided for Satchel product:

The Subscription Services provided by Teachercentric to the Customer shall consist of the following:

- i. Access to the Satchel email help address.

Available during the period Monday to Friday, inclusive of school holiday periods, but exclusive of public holidays and Teachercentric's annual shutdown period between Christmas and New Year. At other times an answer phone service operates, with calls normally responded to by 11.00am the next working day.

- ii. Remote Support.

This consists of telephone / remote support for Software and data maintenance, for incident management and where appropriate, provided the Customer has suitable internet connectivity access.

- iii. Access

Access to additional Satchel training courses at Teachercentric training establishments (subject to availability) or at the schools premises at Teachercentric's then current rates.

- iv. Development

The ability to contribute thoughts and ideas towards Satchel's future specification and development.

Minimum technical requirements for the Satchel product:

The minimum technical requirements (pre-requisites) for schools and end users for the Satchel product provision include:

- Device with Internet Connectivity
- Web browser (with version that is currently being supported by the manufacturer)
- URLs whitelisted within the school network as outlined in SIS link Installation document

Data security for the Satchel product:

- Satchel is a securely hosted web delivered service via the web using standard HTTPS TCP/IP protocols

- Satchel is hosted on a secure and highly scalable managed service, with the main system hosting provided by Heroku Services, which is reliable and resilient.
- All school data is securely stored and processed within the US with US data protection standards and requirements
- Application security is 256-bit Secure Socket Layer (SSL), point-to-point encryption

III. LICENSE CUSTOMER SUMMARY

CUSTOMER RESPONSIBILITIES

Services

The Customer accepts responsibility for the selection of the Service to achieve its intended results. The Customer shall ensure that the Service is solely used on approved and compatible equipment.

Schools

The Customer shall ensure that Principals and staff at the school(s) are aware of the terms of this Agreement. For the avoidance of doubt the distribution thereof does not relieve the Customer of its responsibilities and obligations under this Agreement.

The Customer shall appoint a co-ordinator as the main point of contact within the Customer to liaise with Teachercentric on all operational matters, and one or more deputy contacts, at the District/School, the name of which co-ordinator shall be set out in the License Summary Schedule.

Teachercentric shall make available to the Customer the Service and the Documentation for onward distribution at the School.

The Customer shall:

- i) ensure that the Services and copies of the Documentation are distributed to each School or Location where applicable
- ii) follow installation and/or set-up instructions reasonably required at each School or Location

Customer Contact Details

The Customer shall appoint a co-ordinator within the Customer's finance department to liaise with Teachercentric on all matters relating to the payment of invoices.

The Customer shall, within 14 days from the date of the Agreement, inform Teachercentric of the co-ordinators' names and contact details and the address to which invoices should be directed and shall keep Teachercentric regularly updated with any changes to these details.

Equipment

The Customer shall ensure that the Service is solely used on approved and compatible equipment. It is the Customer's responsibility to ensure that Equipment is suitable for the Services which are to be accessed from it, and for ensuring that Equipment and that the web browser and internet connectivity are sufficient to allow successful operation of the Services.

Other Obligations

The Customer shall:


- i) Authorise Teachercentric to store the data required to run the product within an US Hosting Services centre and accept the terms of use of that service
- ii) Withdraw the account details from any user acting in a malicious manner or users no longer authorised to access the system
- iii) Acknowledge that Teachercentric can hold no responsibility and will not support users accessing the service if the issue is related to the Customer or user's equipment
- iv) Ensure that user devices are e-safe and compatible for accessing the Satchel product
- v) Be responsible for the connection between the equipment and the Internet backbone, which is to include, ensuring that sufficient Connectivity is available to prevent any impact on the Customer's and user's normal operation
- vi) Ensure that the content of any data, files, upload or other site content: (a) do not contain any material that is illegal, obscene, pornographic, defamatory, blasphemous, libelous, or indecent, (b) does not infringe third party rights, and (c) does not breach copyright or any other relevant legislation, statute or regulation
- vii) Be responsible for ensuring that any proxy servers, network infrastructure or other devices are appropriately configured to allow users to access the Satchel servers
- viii) Not divulge sensitive data to any third party or Teachercentric that is not explicitly required by the Satchel product and agreed in writing
- ix) Not use the Satchel product in a manner that may harm or impair any other party's use of it
- x) Not use the Satchel product in an attempt to gain unauthorised access to any service, network, account or data by any means
- xi) By signing this Agreement the Customer agrees to allow Teachercentric to collect certain information, which will be anonymised for the purpose of statistical and systems capacity analysis only and to assist with improving the Service. The process will not involve any analysis of underlying Customer Data without the Customer's prior written consent.

The information that may be collected may include:

- device information, including hardware model and operating system version
- details of how a user uses the Satchel product
- IP address
- device event information such as crashes, system activity, the date and time of your request and referral URL Teachercentric does not collect location-based (Geo-location) information from user's devices at any time while using the platform, Satchel product or service

SIGNED ON BEHALF OF THE CUSTOMER

SIGNED ON BEHALF OF TEACHERCENTRIC

Signature: 	Signature:
Name: <i>Spencer T. Steiner</i>	Name:
Position: <i>Assoc S-PT</i>	Position:
Date: <i>2-22-21</i>	Date:

APPENDIX I TERMS & CONDITIONS

1. DEFINITIONS

1.1 In this Agreement, the following words and phrases have the following meanings:

1. "Additional Services" means services to be provided by Teachercentric upon the Customer's written request which will potentially incur an additional Charge in accordance with the Standard Scale of Charges unless otherwise agreed between the Parties.
2. "Agreement" means this license agreement and (where the context permits), the License Summary and any Schedule attached hereto.
3. "Charges" means the charges to be paid by the Customer to Teachercentric pursuant to Clause 11 in respect of any part of the Services as indicated in the relevant Schedule and the License Summary.
4. "Documentation" means the user instructions and other literature related to the Services supplied to the Customer or available on the Website.
5. "Force Majeure" means any cause preventing a Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and/or control of the Party including, without limitation, strikes, lockouts or other industrial disputes (other than those strikes, lockouts or other industrial disputes held directly by the staff of either Party), protest, act of God, war, military operations, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the act or omission of government, highways authorities, Public Communications Providers or other competent authority, accident, breakdown of plant or machinery, fault or loss of electricity supply, fire, explosion, flood, storm, inclement weather, drought, lightning, epidemic or any of the above events affecting suppliers or subcontractors, difficulty, delay or failure in manufacture, production or supply by third parties of any services, Service equipment (if any) or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party) or failure to obtain way leaves or any other necessary consents or permissions having used reasonable endeavours to do so.
6. "Intellectual Property Rights" means copyrights, moral rights, patents, supplementary protection certificates, trademarks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world.
7. "License Summary" means the document which contains, inter alia, details of the Customer and a summary of Teachercentric's agreement with the Customer and which includes the License Summary, the License Product Summary, the License Service Summary and the License Customer Summary.
8. "Man Day" means seven and a half (7 1/2) hours of one person's time during a Working Day unless otherwise agreed in writing.
9. "New Release" means a new release or version of the Software incorporating enhancements and up-dates of the Software upon which the Services are delivered.
10. "On Boarding" means the process of installing, setup and configuration of Satchel products by the Customer.
11. "Release" means a version of the Software as defined by a release number.
12. "Satchel" is the brand name of Teachercentric Inc.
13. "Services" means the infrastructure to host Satchel products and the associated technical infrastructure and technical software Support Services and Additional Services as appropriate.
14. "Service Commencement Date" means the first day of Service delivery following signature of this Agreement or as otherwise specifically detailed in the License Summary.
15. "Services Materials" means the Documentation.
16. "Services Materials Licence" means the rights granted by Teachercentric pursuant to Clause 3 in relation to the Services Materials.
17. "Software" means the Satchel product or platform used by Teachercentric to deliver the Services to the Customer which is subject to a separate Agreement between Teachercentric and the Customer.
18. "Standard Scale of Charges" means Teachercentric's standard scale of charges from time to time.
19. "Services" means the services provided by Teachercentric under this Agreement specified in the License Summary.
20. "Teachercentric" means Teachercentric Inc.
21. "Term" means the term of this Agreement specified in the License Summary.
22. "Website" means <https://www.satchelpulse.com/>.
23. "Working Days" means Monday-Friday, excluding public holidays and the period between Christmas Day and New Year's Day, between the hours of 09.00 and 17.30.

2. SERVICES AND TERM

- 2.1 In consideration of the payment of the Charges then Teachercentric agrees to supply to the Customer the Services specified in the License Summary for the Term in accordance with the provisions of this Agreement.
- 2.2 Teachercentric will use its reasonable endeavours to ensure delivery of the Services by the Service Commencement Date(s) but the Service Commencement Date(s) are estimates only and are not guaranteed.

- 2.3 If Teachercentric fails to provide the Services by the Service Commencement Date(s) the Customer shall have the right to rescind this Agreement after the Customer has served on Teachercentric a written notice requiring Teachercentric to provide the Services and/or Access not less than thirty (30) days after the Service Commencement Date and the notice has not been complied with.
- 2.4 The Customer acknowledges that from time to time Teachercentric may apply upgrades and Hot Fixes to the Software at no additional cost to the Customer unless otherwise agreed through New Releases and that such New Releases may result in changes to the appearance and or functionality of the Software.
- 3. RIGHTS GRANTED**
- 3.1 Subject to payment by the Customer to Teachercentric of any Charges which may be due on or following acceptance of the Services in accordance with Clause 11, Teachercentric grants to the Customer a non-exclusive, non-transferable right to use the Services and Services Materials subject to the constraints in this Clause 3 for the Term and in accordance with any other reasonable requirements notified to the Customer by Teachercentric in writing. This right shall not extend to any of Teachercentric's other programs or software.
- 3.2 The Customer shall only use the Services strictly for its own internal purposes as envisaged by this Agreement only and (unless authorised by Teachercentric in writing) and the Customer shall not permit or attempt to modify, alter, reverse engineer, disassemble or decompile any part of the Software. The Customer shall not, without the prior written consent of Teachercentric, permit any third party to use the Services (such consent not to be unreasonably withheld). The Customer shall notify Teachercentric immediately in writing if the Customer becomes aware of an unauthorised use of the whole or any part of the Services by any person. Notwithstanding the obligations on the Customer to notify Teachercentric of any unauthorised use of the Services by the Customer, Teachercentric will advise the Customer immediately if the Customer becomes aware of any unauthorised use of the Services by the Customer if the Customer has not already so advised. Such obligation on Teachercentric to so advise the Customer shall not reduce or remove any obligation of the Customer under this Agreement.
- 3.3 The Customer and individuals linked to the organisation shall access the Services through the Customer's Equipment (desktops, laptops and mobile devices), network infrastructure and internet connection, responsibility for which lies with the Customer. If the Customer's Equipment, network or Internet access is inoperable or does not comply with the required specification then Teachercentric shall not be obliged to deliver the Services during any such time and the Customer shall not be entitled to any reduction in Charges.
- 3.4 The rights granted under clause 3 shall cease if the Customer ceases to pay the charges for the Services as defined in the License Summary.
- 4. POLICY INCORPORATION**
- 4.1 This Agreement incorporates the following additional terms and policies attached in an Appendix to this Agreement which apply to the Customer and individuals linked to the organisation use of the Software and receipt of the Services:
- 4.1.1 The acceptable use policy which sets out the permitted and prohibited uses of Satchel.
- 4.1.2 The privacy policy which sets out the terms on which Teachercentric processes any personal data collected from the Customer and individuals at their organisation or provided by the Customer to Teachercentric.
- 4.1.3 The cookie policy which sets out information about the cookies on Satchel.
- 5. CANCELLATION PERIOD AND REFUNDS**
- 5.1 The Customer has the right to cancel this Agreement during the period set out below in Clause 5.2. This means that during the relevant period the Customer for any reason can decide to not use the Software or Services and on written notification to Teachercentric, within the Cancellation Period, then the Customer will be deemed to have cancelled this Agreement and will receive a full refund.
- 5.2 The Customer's right to cancel this Agreement starts from the date this Agreement is executed until the first day using the software ("Cancellation Period").
- 5.3 The Cancellation Period can be extended on mutual written agreement by both Parties on a case by case basis.
- 5.4 In order to cancel this Agreement during the Cancellation Period please contact Teachercentric by sending an e-mail to pulse@teamsatchel.com. An e-mail cancellation notice will be deemed effective from the date of receipt.
- 6. SUSPENSION OF THE SERVICES**
- 6.1 Teachercentric may at its sole discretion and without liability (unless Teachercentric is otherwise in breach of the terms of this Agreement) suspend forthwith the Customer's access to or use of the Services either in whole or in part until further notice on notifying the Customer either verbally (confirming such notification in writing) or in writing in the event that:
- 6.1.1 Teachercentric or any third party providing equipment or services to Teachercentric in connection with the provision of the Services needs to carry out work relating to emergency upgrading or maintenance of Teachercentric's network and/ or computer systems;
- 6.1.2 Teachercentric reasonably believes that the Services are being used by the Customer in breach of the Customer's obligations under this Agreement including but not limited to the Customer's Warranties under clauses 7.3, 7.4 and 7.5 and the Customer has failed to remedy such breach within a reasonable time period that Teachercentric has given the Customer to do so;
- 6.1.3 The Customer or individuals linked to the organisation engage in activities that, in Teachercentric's reasonable discretion, may cause disruption or damage to Teachercentric's or its third party suppliers network and/ or computer systems or Teachercentric's provision of services to Teachercentric or its third party suppliers other customers;
- 6.1.4 There is an attack on the Customer's system or the Customer's system is accessed or manipulated by a third party without the Customer's consent; and/ or

- 6.1.5 Teachercentric or any third party providing equipment or services to Teachercentric in connection with the provision of the Services are required by an order, instruction or request of government, regulatory authority, emergency services organisation, or other competent authority that suspension is required.
- 6.2 Teachercentric will use reasonable endeavours to give the Customer at least two (2) Business Days' advance notice of a suspension pursuant to Clause 6.1 unless Teachercentric reasonably determines that a suspension on shorter notice is necessary to protect Teachercentric, the Customer or Teachercentric's other customers from imminent or significant operational or security risk.
- 6.3 Teachercentric shall restore Access to the Customer as soon as reasonably practicable after Teachercentric verifies that the cause of the suspension has been appropriately resolved.
7. **WARRANTIES**
- 7.1 Teachercentric warrants that it will at all times supply the Services by appropriately qualified and trained personnel.
- 7.2 Save as expressly specified in this Agreement, all terms, conditions, warranties, representations, or guarantees whether express or implied relating to the performance, quality or fitness for purpose of any part of the System or the provision of Services are hereby excluded.
- 7.3 The Customer warrants to Teachercentric:
- 7.3.1 it has obtained all necessary permissions and consents required by it to enter into this Agreement;
- 7.3.2 it will provide Teachercentric with such information as Teachercentric may reasonably need concerning the Customer's operations and which may be reasonably necessary in order for Teachercentric to provide any of the Services. The Customer shall ensure such information is accurate and complete. Teachercentric will, to the extent reasonably practicable, give the Customer reasonable prior notice of any information it requires in accordance with this Clause;
- 7.3.3 it shall carry out any responsibilities specifically identified in the License Summary and as otherwise set out in this Agreement;
- 7.3.4 it shall only use the Services for the purposes set out and to the limits set out in this Agreement; and
- 7.3.5 in the event of a security breach, or suspected breach of security, involving Teachercentric's software or system delivering the Service the Customer will inform Teachercentric immediately. The Customer acknowledges that Teachercentric reserves the right to investigate security incidents and confirms that, should such an investigation be necessary, the Customer will provide any necessary support, which may include the supply of relevant logs.
- 7.4 Furthermore, the Customer warrants that it shall:
- 7.4.1 Comply with any Teachercentric policies and, in particular any, data protection policy or regulation;
- 7.4.2 Assist with Teachercentric's reasonable investigation of any Service outages or security problems relating to the Services; and
- 7.4.3 Give reasonable written notice to Teachercentric of any significant change which it expects to make in the average monthly users accessing the Services.
- 7.5 The Customer must not, and must procure that its employees, contractors, users, pupils, agents and representatives do not, use the Services:
- 7.5.1 to send, receive, access or disseminate any material which is offensive, abusive, indecent, obscene, menacing, fraudulent, or in breach of:
- (a) any obligation of confidentiality;
- (b) any Intellectual Property Right;
- (c) privacy or any applicable data protection legislation; or
- (d) any law or regulation;
- 7.5.2 to send or receive any material which knowingly contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any information;
- 7.5.3 to protect the system or platform and, in particular, to use a reasonable degree of care when utilising or accessing the Services;
- 7.5.4 to attempt to obtain access to the code or information on the system or platform; and/or
- 7.5.5 in breach of instructions given by Teachercentric in this Agreement, other than in conformance with any and all user policies of any networks to which it is connected via the Services.
- 7.6 If the Customer fails to comply with Clauses 7.4 and 7.5 Teachercentric may remove or block access to any relevant material or suspend access to the Services until it receives an acceptable assurance from the Customer that there will be no such further breach.
- 7.7 For the avoidance of doubt Teachercentric has no obligation to the Customer to monitor, the contents of any communications transmitted by virtue of the Services.
- 7.8 The Customer acknowledges that Teachercentric does not control the transfer of data over the internet and that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Teachercentric shall not be responsible for any delays, delivery failures or other damage resulting from such problems.
8. **LIABILITY**
- 8.1 Teachercentric agrees to indemnify and hold harmless the Customer from, against and in respect to any and all claims, losses, or liabilities involving a claim or action brought against the Customer by a third party for damages incurred or suffered, directly arising from Teachercentric's failure to meet its obligations under this Agreement. Teachercentric shall have full control over the defense and settlement of any such claims for which Customer seeks indemnification. Except as stated in Appendix II (Data Governance Addendum), in no event shall Teachercentric's liability whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (including as a result of negligence) exceed the aggregate amount paid by

Customer to Teachercentric under applicable services agreement during the 12-month period immediately preceding the occurrence of the first event giving rise to the indemnification request. In no event shall Teachercentric be liable to the Customer in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise) or the acts or omissions of any third party (whether as a result of negligence or otherwise).

8.2 During the Term of this Agreement, Teachercentric shall maintain in force with a reputable insurance company or companies public and product liability, professional indemnity and employers' liability insurance and Teachercentric shall upon written demand produce to the Customer sufficient written evidence of the existence and maintenance of such cover.

9. **IMMUNITY**

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

10. **CONSENTS**

The Customer shall be solely responsible for and liable in respect of any obligation upon it to obtain any Government or other consent or licence for using the Services.

11. **SUPPORT SERVICES**

11.1 Teachercentric shall provide Services as defined in the License Agreement, where Additional Services are requested by the Customer and such Additional Services are agreed, they will be provided for the agreed number of Man Days and priced in accordance with Teachercentric's Standard Scale of Charges. Unless otherwise agreed in writing, Teachercentric gives no representations or warranties as to the results which will be achieved from these Additional Services.

11.2 The Customer and Teachercentric will, as soon as reasonably possible after signing this Agreement, agree a procedure for monitoring the progress of the Additional Services. This shall include, amongst other matters, regular review meetings attended by representatives of the Parties authorised to make decisions with respect to the delivery of the Services.

11.3 If the Customer has reasonable objective cause for dissatisfaction with any part of the Services or Additional Services provided, Teachercentric will, at its option, repeat in a satisfactory manner all or part of the Services or Additional Services concerned or makes a proportionate reduction of its Charges based upon the unsatisfactory portion of work undertaken.

11.4 For Additional Services, any part of a Man Day shall be charged proportionately to a whole Man Day.

12. **CHARGES AND PAYMENT TERMS**

12.1 The Customer shall pay the Charges (together with Value Added Tax thereon at the prevailing rate) to Teachercentric within fourteen (14) days of the receipt of a valid invoice unless otherwise specified in the relevant Schedule at the times specified in the License Summary or relevant Schedule. It is a condition of this Agreement that all Charges due for payment will be paid by direct wire bank transfer into the Teachercentric bank account:

12.1.1 Account Number: 3302645520,

12.1.2 Routing No: 121140399

12.1.3 Bank Name: Silicon Valley Bank

12.1.4 Bank address: 3003 Tasman Dr., Santa Clara, CA 95054

12.2 Where any payment is overdue by more than Ten (10) Working Days (in the absence of genuine error) Teachercentric reserves the right to terminate the Services.

12.3 Teachercentric reserves the right to increase the cost of the Satchel Annual Subscription and will make every effort to advise customers, in writing, at least 50 days prior to the next full charging period to which any increase relates. However, where the Contract commences within this 50 day notice period, Teachercentric reserves the right to increase the Satchel Annual Subscription charge and the Contract will be agreed by both Parties as such written notification.

12.4 Notwithstanding any other right under the Agreement to alter the Charges, Teachercentric reserves the right to increase the Charges in the event that the Customer's use of the Services results in a material increase in the level of storage and/or other hosting costs from those reasonably anticipated at the Service Commencement Date. Teachercentric shall give the Customer fair and reasonable notice of seeking to invoke such a 'fair usage policy' in order to provide an opportunity to the Customer to return usage to reasonable levels before any increase in Charges shall take effect.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 Unless expressly agreed by Teachercentric in writing, no Intellectual Property Rights of whatever nature in respect of any part of the Services or the Services Materials shall vest or be deemed to vest in the Customer.

13.2 Teachercentric, at its own expense, will defend and indemnify the Customer against any reasonable costs and expenses arising out of any claim that any part of the Services or Services Materials infringe Intellectual Property Rights of a third party provided that the Customer has used the Services as specified by Teachercentric, notifies any allegation of such infringement to Teachercentric without delay, makes no admission of liability and gives all necessary assistance to Teachercentric in connection therewith.

13.3 The Customer at its own expense will defend and indemnify Teachercentric against any reasonable costs and expenses arising out of any claim that any Customer actions under this Agreement of the Services or Services Materials infringe Intellectual Property Rights where such infringement has occurred as a result of any breach by the Customer.

13.4 Where a third party Intellectual Property Rights claim is pending or has arisen Teachercentric may either secure the Customer's right to use the Services or modify it to remove the infringement or (where the infringement cannot be remedied) terminate this Agreement forthwith, recover the system and Teachercentric will reimburse to the Customer a reasonable pro-rata proportion of monies paid by the Customer.

- 13.5 Teachercentric shall not gain any rights in the data of the Customer or its users under this Agreement.
14. **DATA AND DATA PROTECTION**
- 14.1 Each Party warrants to the other that it shall, in connection with this Agreement, comply with the Family Educational Rights and Privacy Act ("FERPA") and Children's Online Privacy Protection Rule ("COPPA") with any modification, consolidation or re-enactment thereof and shall indemnify Customer against any reasonable losses, liabilities and costs which it suffers or incurs as a result of a breach of this Clause.
- 14.2 Teachercentric shall take all reasonable steps to mitigate the risks of data loss inherent in its use of the Services. .
- 14.3 The Parties' obligations in respect of Data Governance is fully set forth separately in Appendix II to the Agreement.
15. **CONFIDENTIALITY**
- 15.1 Teachercentric and the Customer shall keep confidential (and ensure that their employees and agents keep confidential) all information received by them relating to any part of the business and affairs of the other Party and, in the case of the Customer, any aspect of the Services designated as confidential by Teachercentric provided that these obligations shall not apply to information which:
- 15.1.1 is or becomes publicly known through no wrongful act of the Party concerned;
 - 15.1.2 is required to be disclosed by an order of law or other binding authority; or
 - 15.1.3 is disclosed to any adviser of either Party bound by a professional duty of confidentiality.
- 15.2 Each Party shall notify the other in writing if it becomes aware of any breach of confidentiality and give all reasonable assistance to the other Party in pursuing its rights where a breach of confidence occurs.
16. **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.
17. **TERMINATION AND MODIFICATION**
- 17.1 Either Party may terminate this Agreement for cause if the other Party:
- 17.1.1 Repeatedly refuses or fails to perform material acts described in this Agreement;
 - 17.1.2 Engages in conduct that triggers grounds for termination under this Agreement;
 - 17.1.3 Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 17.1.4 Otherwise is guilty of a substantial breach of a material provision of the Agreement.
- 17.2 Customer may terminate the Agreement at any time by giving at least ten (10) Working Days' notice in writing to Teachercentric. If the contract is terminated by the Customer as provided herein, the Customer will pay Teachercentric for any proven unrecoverable loss with respect to materials, equipment, or purchases made at Customer's specific written request and utilized pursuant to this Agreement, to the extent of actual loss thereon, by the date of notice of termination and the price difference to remove the discount applied to the full price of the Services due to early termination of this Agreement.
- 17.3 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.
- 17.4 Where the termination of this Agreement by Teachercentric results from a breach of this Agreement by the Customer, Teachercentric shall be entitled to retain all the Charges paid to Teachercentric by the Customer up to and including the date of termination.
- 17.5 Any termination of this Agreement shall be without prejudice to the remedies of either Party in respect of a subsisting breach.
18. **RESTRICTION**
- Neither Party shall at any time prior to or within twelve (12) months of termination or expiry of this Agreement solicit the employment of any person who is employed by the other in the course of providing, assisting or developing the Services, unless first agreed between the Parties except where such person has been employed pursuant to an open recruitment process.
19. **NOTICES**
- 19.1 Any notice to be served under this Agreement shall be in writing and either sent via e-mail to pulse@teamsatchel.com, delivered personally, sent by first class recorded delivery post to the Party to whom the notice is addressed at its address set out in this Agreement or such other address subsequently notified in writing to the other Party.
- 19.2 A notice is deemed duly given if delivered personally when left at the recipient's address for service or if sent by first class recorded delivery post, at 10.00 hours on the Working Day following the recorded day of posting.
20. **APPLICABLE LAW**
- This Agreement shall be governed by and construed in accordance with Missouri law.
21. **CONTRACT VARIATIONS**
- 21.1 Either Party may at any time request a change in the provision of the Services or Additional Services which Teachercentric is contracted to supply under this Agreement.
- 21.2 Any such request shall be made in writing and shall provide reasonable particulars of the requested change sufficient to enable Teachercentric to comply with its obligation to provide a response.

- 21.3 The Parties shall procure that a copy of each variation shall be annexed to the Agreement. For the avoidance of doubt, no other variation or amendment to this Agreement shall be binding on either Party unless such variation or amendment is also made in writing by the authorised representative of either Party.
22. **ESCALATION AND 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.
23. **GENERAL**
- 23.1 No press or other public statement shall be made in respect of this Agreement without the prior written consent of the other Party (consent not to be unreasonably withheld).
- 23.2 No variation of this Agreement shall be binding unless made in writing and signed by a duly authorised officer of each Party as provided for under Clause 20.
- 23.3 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..
- 23.4 This Agreement, along with Addendum II sets out the entire agreement and understanding between the Parties in connection with its subject matter and shall override all previous verbal or written agreements and understandings, save in respect of fraudulent misrepresentation.
- 23.5 The Parties respectively shall ensure that there are done and executed all acts, documents and other things as may reasonably be required for securing each of the rights and obligations of the Parties under this Agreement.
- 23.6 This Agreement may be entered into in any number of counterparts each of which shall be deemed to be an original and which together shall comprise this Agreement.
- 23.7 Save as provided in this Agreement, neither Party shall be entitled to sub-licence, assign or otherwise transfer its rights or obligations under this Agreement without prior written consent. For the avoidance of doubt notwithstanding the rights and obligations under this Clause 22.7 Teachercentric shall be entitled to assign this Agreement to another company within Teachercentric Group.
- 23.8 This Agreement shall be binding on and shall continue for the benefit of the successors and permitted assigns (as the case may be) of each of the Parties hereto.
- 23.9 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding expiry or earlier termination.
- 23.10 No whole or partial failure to exercise and no delay in exercising any right hereunder shall operate as a final waiver thereof unless expressed as such in writing.
- 23.11 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 23.12 The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 23.13 Teachercentric shall use its reasonable endeavours to provide the Customer with such information as the Customer reasonably requires in connection with the provision of the Services and shall permit the Customer and its representatives at reasonable times on reasonable notice to inspect and take copies of accounting documents and other information relating to the provision of the Services in Teachercentric's possession, custody or control. The Customer may examine the locations used for the provision of the Services on giving reasonable notice to Teachercentric and Teachercentric will provide the Customer with such facilities as the Customer may reasonably require for such inspection and examination.

APPENDIX II DATA GOVERNANCE ADDENDUM

1. This Agreement is between TEACHERCENTRIC, INC. (Company) and Raytown C-2 School District (District) and is effective as of the Effective Date.
2. **Definitions.**
 - 2.1 **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.
 - 2.2 **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.
 - 2.3 **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.
 - 2.4 **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.
 - 2.5 **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.
 - 2.6 **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.
 - 2.7 **Customer Data:** any data provided by the Customer or collected from the Customer 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.
3. **Conditions.** Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Teachercentric is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Teachercentric 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 Licence Agreement conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.
4. **Designation:** Customer hereby designates Teachercentric as a "school official" with "legitimate educational interests" in the Customer's records, as those terms have been defined under FERPA and its implementing regulations, and Teachercentric agrees to abide by the FERPA limitations and requirements imposed upon school officials. Teachercentric and Customer acknowledge that Customer will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in the Licence Agreement. Teachercentric 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 Customer. Customer grants permission to Teachercentric and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.
5. **Compliance with Federal and Missouri State Confidentiality and Privacy Laws:** Teachercentric and the Customer agree and understand that this Agreement must be in compliance with all federal and Missouri 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.

- 5.1 Teachercentric shall be responsible for the timing, content, and reasonable costs of such legally-required notifications that arise as a result of Teachercentric's failure to comply with its obligations as a Service Provider under COPPA, FERPA or other applicable laws. Furthermore, Teachercentric shall be responsible for the reasonable 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 Customer as a result of the non-compliance.

6. **Data Governance:**

6.1 **Limited Collection, Disclosure, Access and Use:**

6.1.1 **Confidentiality:** Teachercentric and its officers, employees, and agents agrees to hold Customer Data in strict confidence and use it only for the limited purpose outlined in the Licence Agreement.

6.1.2 **Non-Disclosure:** Teachercentric 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 Teachercentric, unless required by law.

6.1.3 **Data Collection:** Teachercentric will only collect data reasonably necessary to fulfill its duties as outline in this Agreement.

6.1.4 **Data Use:** Teachercentric will use Customer 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 Customer Data for one purpose does not confer approval to use the data for another or different purpose.

6.1.5 **Subprocessors (Contractors and Agents):** Teachercentric shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement, whereby the Subprocessors agree to protect Customer Data in a manner consistent with the terms of this Agreement.

6.1.6 **De-Identified Data:** Anonymized Data, De-identified Data, and aggregate technical usage data of Teachercentric's platform or services may be used by Teachercentric 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. Teachercentric and Customer agree that Teachercentric 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. Teachercentric agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any party unless (a) that party agrees in writing not to attempt re-identification, (b) Teachercentric can guarantee that the party has not been provided by Teachercentric any other de-identified information, that in combination with other provided information can be used to re-identify User Data and (b) prior written notice has been given to the Customer who has provided prior written consent for such transfer.

6.1.7 **Company Access to District Data.** The parties agree that Teachercentric shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Teachercentric warrants that all of its employees, contractors, or agents who have such access to confidential Customer 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.

6.1.8 **Employee Obligation:** Teachercentric shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Agreement. Teachercentric agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Customer Data.

6.1.9 **Employee Training:** Teachercentric shall provide periodic security training to those of its employees who operate or have access to the system.

6.2 **Data Storage/Maintenance.** The parties agree that all data collected or held by Teachercentric (including but not limited to Customer 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.

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

6.4 **Data Encryption.** In conducting data transactions and transfers with the Customer, Teachercentric will ensure that all such transaction and transfers are encrypted.

- 6.5 **Data Portals.** Teachercentric warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- 6.6 **Data Breach.** Teachercentric agrees that it will implement industry standards in administrative, physical and technical safeguards designed to secure Customer Data and Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Teachercentric has a reasonable, good faith belief that an unauthorized party has accessed, or had disclosed to it, Customer Data that the Customer provided Teachercentric or that Teachercentric collected from Customer or its authorized users, ("Security Incident"), then Teachercentric 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 Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.
- 6.6.1 If, due to a Security Incident which is caused by the acts or omissions of Teachercentric or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Teachercentric 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 Teachercentric or its agents, employees, or contractors, Teachercentric shall nevertheless reasonably cooperate in the Customer's investigation and third-party notifications, if any, at the Customer's direction and expense.
- 6.6.2 Teachercentric shall be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Teachercentric or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident.
- 6.6.3 Teachercentric shall also be required to outline for the Customer the steps and processes that Teachercentric will take to prevent post-employment data breaches by Teachercentric employees after their employment with Teachercentric has been terminated.
- 6.6.4 Teachercentric 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 Customer 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.
- 6.8 **Cyber Security Insurance.** Teachercentric will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Data Breach.
7. **Data Ownership.** The parties agree that, notwithstanding Teachercentric's possession of or physical control over Customer data, the Customer maintains ownership and control of all data that the Customer provides to Teachercentric or that Teachercentric collects from the Customer and/or authorized users. Teachercentric further agrees that Customer data cannot be used by Teachercentric for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing. This section does not prohibit Teachercentric from using Customer 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 Customer Data placed in a separate student account, pursuant to the other terms of this Agreement.
8. **Third Party Access.** Should a Third Party, including, but not limited to law enforcement, former employees of the Customer, current employees of the Customer, and government entities, contact Teachercentric with a request for data held by Teachercentric pursuant to the Services, Teachercentric shall redirect the Third Party to request the data directly from the Customer and shall cooperate with the Customer to collect the required information. Teachercentric shall notify the Customer in advance of a compelled disclosure to a Third Party, unless legally prohibited.
9. **Data Handling in the Event of Termination.** In the event that the parties terminated their agreement for the provision of Teachercentric's services, upon written request any Customer data within Teachercentric's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Teachercentric agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Teachercentric's services, then that data must also be de-identified/deleted.
10. **Teachercentric Visits to District Property.** The parties recognize that certain Teachercentric employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Teachercentric's services. In the event that a Teachercentric employee must be unsupervised on Customer's property, the parties agree that, before any such visits to the Customer occur, all visiting Teachercentric employees, contractors, or agents must clear both criminal and child abuse & neglect background checks. Teachercentric further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer's students. Teachercentric will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Teachercentric and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customers property as described herein.

**APPENDIX III
POLICIES**