



Madison County School System

Data Governance Policy & Procedures

MCBOE Approved 03.23.2023

MCSS Technological Services and Systems

Memorandum of Agreement (MOA)

THIS MEMORANDUM OF AGREEMENT, executed and effective as of the 14th day of August, 2023, by and between SmartPass Inc., a corporation organized and existing under the laws of Buckhorn Middle (the "Company"), and MADISON COUNTY BOARD OF EDUCATION(MCBOE), a public school system organized and existing under the laws of the state of Alabama (the "School Board"), recites and provides as follows.

Recitals

Data Governance Policy &
Procedures

The Company and the School Board are parties to a certain agreement entitled "Data Governance Policy & Procedures" hereafter referred to as (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student Personally Identifiable Information (PII) hereafter referred to as student information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain MCBOE Student Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all MCBOE student records containing personally identifiable information (PII) hereafter referred to as "Student Information". Student information will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to MCBOE Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all MCBOE Student Information. The Company shall take all reasonable steps to insure that no MCBOE Student information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for MCBOE under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of MCBOE, or (c) are entitled to such

student data and/or staff data. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to MCBOE data and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain MCBOE data in accordance with all federal state

and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in MCBOE data shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

SMARTPASS INC.

By: Mary Anne Laracochea

Mary Anne Laracochea
VP of Operations

MADISON COUNTY SCHOOLS

By: Ken Kubik

Superintendent
Madison County School System