

9/9/2025



MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

Customer is a municipal corporation with authority under Section 1950 of the New York Education Law to enter into, and enforce, contracts, and to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("CoSers") approved by the New York State Education Department. Customer provides shared computer services, software, and technical training and support to school districts that enter into applicable CoSers ("participating school districts").

Frontline licenses certain software products designed to support school operations and wishes to take advantage of Customer's established relationships with school districts to introduce such software products to school districts in Customer's service area, and to make such software products available to participating school districts with Customer's support.

Customer wishes to make such software products available to school districts in Customer's service area upon the commercial terms set forth herein, and is willing to provide training and other technical support for such software products.

Accordingly, the parties have entered this Agreement to set forth the terms upon which such software products will be made available to participating school districts by Customer. The Effective Date of this Agreement will be the date it has been executed by both Parties.

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits and Purchase Orders entered into under these Terms and Conditions (collectively, this "Agreement"). This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the software products described in the Agreement and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. This Agreement supersedes any online terms of service or other online licenses or conditions on use of the software products described herein when those software products are used by Customer or a participating school district. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Purchase Order, the Terms and Conditions shall govern.



09/09/2024

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 550 E. Swedesford Road, Suite 360, Wayne, PA 19087 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>DocuSigned by: Signature: <u>Scott Crouch</u> <small>A0BBBC5EFF1F438</small></p> <p>Name: <u>Scott Crouch</u></p> <p>Title: <u>VP of Financial Operations</u></p> <p>Address: <u>550 E. Swedesford Road, Suite 360</u> <u>Wayne, PA 19087</u></p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Effective Date: <u>9/9/2024</u></p>	<p>Wayne-Finger Lakes Boces</p> <p>Signed by: Signature: <u>Lisa Meade</u> <small>87226307020D408</small></p> <p>Name: <u>Lisa Meade</u></p> <p>Title: <u>Assistant Superintendent for Teaching and Learning</u></p> <p>Address: <u>131 Drumlin Court</u> <u>Newark, New York 14513</u></p> <p>Email: <u>lisa.meade@wflboces.org</u></p>
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MASTER SERVICE AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1 Software. Subject to the terms and conditions set forth in this Agreement, Frontline hereby grants Customer a non-exclusive, non-transferable license, with the right to provide participating school districts with access to use the software products identified on any Purchase Order submitted by Customer pursuant to this Agreement (“Software”) and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time (“Documentation”) solely for internal use by it or participating school districts and their then-current employees, contractors, agents, representatives and other users authorized to use the Software on Customer or participating school district’s behalf (collectively, “Authorized Users”) Customer covenants and warrants that it shall require each participating school district to execute a form that is at least as protective of the Software, Work Product, Services, and Frontline’s rights as this Agreement, as amended from time to time. Customer further covenants and warrants that it shall require each such form to remain effective for the duration of each participating school district’s access to or use of the Software or Work Product and that access or use without such an effective form shall be an unauthorized access of Frontline’s Software and Work Product. Customer shall promptly inform Frontline of any noncompliance by a participating school district with the aforementioned form of which Customer is aware. Frontline shall provide any professional or other services set forth in a Purchase Order (“Services”) All rights, title and interest in the Software and any work product, deliverables or other materials provided by Frontline (“Work Product”) are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any participating school districts to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof, (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline’s or its licensors’ proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline’s prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer’s and each participating school district’s and their Authorized Users’ use of the Software to confirm their compliance with the terms of this Agreement.
- 1.2 Authorized Users. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer and its participating school districts are solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by their Authorized Users in connection with use of the Software. Customer or the applicable participating school district shall be responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use or other breach of security of the Software known to Customer. Customer has made no representations concerning how many school districts will elect to use any of the Products or Services covered by this Agreement. The Parties acknowledge that under New York Education Law a participating school district may elect on an annual basis whether to enter into a CoSer arrangement with Customer and the decision by a participating school district to discontinue the use of one or more Product or Service during the term of this Agreement shall not constitute a breach of this Agreement.
- 1.3 Order Forms. Customer may place orders on behalf of a participating school district for the Software and Services using Customer’s standard Purchase Order. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer’s purchase order or otherwise shall be inapplicable to this Agreement.
- 1.4 Software Administrator. Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator (“Software Administrator”). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline’s normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer’s Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5 Customer Content. The Software and Services may enable Customer, and participating school districts and their Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the “Customer Content”) in

connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content solely for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Notwithstanding the foregoing, Customer agrees that Frontline shall, to the extent permissible by applicable law, have the right to use aggregated data generated from Customer's or participating school districts' and their Authorized Users' use of the Software for analytics and research purposes provided that such aggregated data is anonymized and does not contain Personal Data of any Authorized Users. The foregoing license grant explicitly excludes any aggregated data derived from Student Data, to the extent the use of such aggregated data is permitted by state and federal law New York Education Law Section 2-d. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services. Customer or participating school districts shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's or participating school districts' use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer or the participating school district shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use.

- 1.6 **Integration.** Customer or a participating school district may, at their discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("**Third Party Materials**") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials only to the extent necessary to effectuate the integration of the two products; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content, or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.
- 1.7 **Hosting.** If Customer chooses to not host the Software in a facility of its choosing, the Software will be hosted by an authorized subcontractor (the "**Hosting Service Provider**") that has been engaged by Frontline and shall only be accessed by Customer or a participating school district on websites, using Customer's or the participating school district's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by Frontline. However, Frontline must use commercially reasonable care in selecting a Hosting Service Provider that contractually agrees to operate in alignment with the NIST Cybersecurity Framework, and, if it does so, FRONTLINE WILL NOT BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.8 **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's and participating school districts' users); (b) Customer or a participating school district shall review any calculations made by using the Services and satisfy itself that those calculations are correct; and (c) if Customer or a participating school district uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer or the participating school district shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer and its participating school districts are solely responsible for obtaining and maintaining, at their own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with performance of the Services, Customer shall provide Frontline's personnel with

all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment.** All fees and charges will be set forth in the Customer rate card attached hereto as Exhibits B, C-1, D-1 and D-2. The Startup Cost will be invoiced to Customer by Frontline upon Customer's submission of a Purchase order. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription Period for each participating school district will be July 1 through the succeeding June 30, except that the initial Subscription Period for a participating school district will begin with the submission by Customer of the initial Purchase Order including that participating school district and continuing to the subsequent June 30. The Annual Subscription fee will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth on the Purchase Order). The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Purchase Order. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses for Software and Services listed on a Purchase Order within forty-five (45) days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Purchase Order and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. Frontline reserves the right to increase the fees detailed in Exhibits B, C-1, D-1 and D-2, provided that any increase in fees shall take effect on July 1, notice of any fee increase shall be given to Customer by the November 1 preceding the effective date of the increase, and no fee increase will Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party, (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject, and (c) are not subject to the consent or approval of any third party. Customer represents and warrants that it has the full legal right to provide any Customer Content it uploads or otherwise transfers to Frontline and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person, (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
3. **Warranties and Disclaimers.**
 - 3.1 **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party, (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject, and (c) are not subject to the consent or approval of any third party. Customer represents and warrants that it has the full legal right to provide any Customer Content it uploads or otherwise transfers to Frontline and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person, (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2 **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. Frontline will provide Customer with a list of approved software, hardware, firmware, systems and networks within 15 days of the Effective Date of this Agreement. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO

ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE, NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

- 4.1 **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
- 4.2 **Privacy.** The Parties understand that performance of the Services or other activities under this Agreement may involve the disclosure of student personally identifiable information ("**Student PII**") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. Part 99) ("**FERPA**") by one Party to the other (or from a participating school district to either Party). The Parties agree that, to the extent applicable, they will not use or re-disclose Student PII except in compliance with all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.
- 4.3 **Data Security.** The Parties will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII received from the other Party or any participating school district. The Parties understand and agree that no security measures can be 100% effective or error-free and understands that each Party expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
- 4.4 **Ownership of Customer Content.** Subject to Section 1.5, Customer or its participating school districts will be the owner(s) of all Customer Content and any data produced by their use of the Software.
- 4.5 Frontline will notify Customer promptly in the event that the release of any Customer Content that is stored by Frontline or the Hosting Service Provider is requested by law enforcement authorities or otherwise sought by subpoena or court order. For purposes of this section, promptly shall mean in no event later than three calendar days. Provided, however, Frontline shall not be in breach of this Section 4.5 if the failure to notify or a delay in notifying Customer or a participating school district is at the request of a court or law enforcement authority or otherwise required by law.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement. Frontline shall indemnify Customer and its officers, directors, Board members, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Frontline of this Agreement.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY (INCLUDING ANY PARTICIPATING SCHOOL DISTRICT) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER

BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE BY CUSTOMER HEREUNDER WITH RESPECT TO THE APPLICABLE PARTICIPATING SCHOOL DISTRICT TO WHICH THE LIABILITY RELATES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until 11:59 p.m. June 30, 2022, and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of the Agreement. Either Party may terminate the Agreement for any reason or no reason upon sixty (60) days' notice to the other Party. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement or the other Party does not cure such breach within thirty (30) days after written notice of such breach. Upon the termination or expiration of this Agreement, the licenses granted to Customer, and any rights granted to school districts will terminate automatically and Customer and all participating school districts (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline or commercially reasonable format suited to Customer's need to transfer the Customer Content. The following provisions of this Agreement will survive expiration or termination of this Agreement: Sections 1.5, 3.3, 4, 5, 6, 7, 8. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent, except to provide participating school districts with access to the Products and Services listed on applicable Purchase Orders, provided that said school districts have executed a form as required in Section 1.1. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. This Agreement and its Exhibits and any Purchase Orders constitute the entire agreement between the parties concerning use and licensing of the Software and Services described in the Agreement, and shall be governed by the law of New York State without reference to that State's choice-of-law provisions.

EXHIBIT B TO THE MASTER SERVICES AGREEMENT: COST SCHEDULE

Frontline Solutions (unlimited district-wide subscription):

- Absence Management
- Time & Attendance
- Applicant Tracking & Proactive Recruiting
- Screening Assessments
- Frontline Central
- Position Control
- HRMS & Recruiting
- Professional Learning Management
- Employee Evaluation Management (EEM)
- Employee Evaluation Management (EEM) with Danielson 2011/2013
- Calibration & Collaboration
- Learning & Collaboration Resources
- EHR & School Nursing Management
- Mental & Behavioral Health Management
- Immunization Registry
- Advanced Reporting
- IEP Direct
- RTI Direct
- Medicaid
- Accelify: IEP Management
- Accelify: 504 Management
- Accelify: Gifted and Talented Management
- Accelify: RTI Management
- Service Resource Management
- Encounter Scheduling & Tracking
- Automated Service Scheduling
- Personal Care Service Tracking
- Contractor Billing Management
- Transportation Tracking

Additional Frontline Solutions - (not eligible for additional 2% discounts described below):

- Guidance Direct
- Focus for Observers (individual license; 5 pack; 10 pack options)
- Framework for Teaching (Danielson Content)
- WebReg (Unlimited subscription with no transaction fees)

Additional Products *former Forecast5 Analytics products **former Hayes products

- 5Cast is now Financial Planning Analytics*
- 5Cast Plus is now Budget Management Analytics*
- 5Sight is now Comparative Analytics*
- 5Lab is now Student Analytics Lab*
- 5Maps is now Location Analytics*
- School Search*
- TIPWebIT is now Asset Management**
- TIPWebIM is now Instructional Materials Management**
- Help Desk is now Help Desk Management**

Renewal Pricing

The renewal notices attached as an Exhibit J contains renewal pricing.



EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between School District ("DISTRICT") and Frontline Technologies Group LLC dba Frontline Education ("CONSULTANT") to the contrary, CONSULTANT agrees as follows:

CONSULTANT will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as CONSULTANT uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. CONSULTANT shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. CONSULTANT shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, CONSULTANT shall have in place sufficient internal controls to ensure that the DISTRICT's and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act, Family Educational Rights and Privacy Act ("FERPA") and Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the DISTRICT and/or a Participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the DISTRICT and/or its Participants as that term is defined in §99.3 of FERPA,

-AND-

Personally identifiable information from the records of the DISTRICT and/or its Participants relating to the annual professional performance reviews of classroom

teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c.”

CONSULTANT or any subcontractor, affiliate, or entity that may receive, collect, store, record, or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, CONSULTANT agrees to comply with the DISTRICT policies on data security and privacy. CONSULTANT shall promptly reimburse DISTRICT or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by CONSULTANT, its subcontractors, or assignees. In the event this Agreement expires, is not renewed or is terminated, CONSULTANT shall return, by secure transmission, or securely destroy all of DISTRICT or its Participants’ data, including any and all Protected Data in its possession.

Data Security and Privacy Plan

CONSULTANT or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of DISTRICT’s and/or its Participants’ Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of DISTRICT’s Parents’ Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to CONSULTANT’s possession and use of Protected Data pursuant to the Agreement.
2. An outline of how all State, Federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the CONSULTANT’s policy on data security and privacy.
3. An outline of the measures taken by CONSULTANT to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how CONSULTANT will use “best practices” and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how CONSULTANT will ensure that any subcontractors, persons or entities with which CONSULTANT will share Protected Data, if any, will abide by the requirements of CONSULTANT’s policy on data security and privacy, and the contractual obligations with respect to Protected Data.

(1) The New York parents bill of rights for data privacy and security (“Parents Bill of Rights”) is incorporated into the Agreement. Such Parents Bill of Rights is set forth at Exhibit A.

(2) Internal access to DISTRICT’s education records shall be limited to those individuals that CONSULTANT reasonably determines have a legitimate educational interest;

(3) CONSULTANT shall not use DISTRICT education records for any other purposes than those explicitly authorized by this Agreement.

(4) CONSULTANT shall not disclose any personally identifiable information from DISTRICT education records to any third parties except:

a. To subcontractors of CONSULTANT to the extent such personally identifiable information is reasonably necessary to carry out this Agreement.

b. To a successor entity pursuant to a merger, consolidation or sale of substantially all of its assets of CONSULTANT provided that such successor shall continue to be bound to the obligations of the Agreement.

c. With the prior written consent of the applicable parent or eligible student; or

d. If such disclosure is required by statute or court order and CONSULTANT provides notice of such disclosure to DISTRICT no later than the time the information is disclosed unless CONSULTANT is prohibited by statute or court order from making such disclosure to DISTRICT.

(5) CONSULTANT shall maintain reasonable administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of District personally identifiable student information in its custody. Without limiting the forgoing, such safeguards shall comply with applicable federal and state laws and align with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.

(6) CONSULTANT shall use encryption technology designed to protect student, teacher or principal personally identifiable information while in motion or in CONSULTANT's custody from unauthorized disclosure.

(7) CONSULTANT shall notify such District of any breach of security resulting in an unauthorized release of such student, teacher or principal personally identifiable information that CONSULTANT or its assignees in violation of applicable state or federal law, the parents bill of rights for student data privacy and security, the data privacy and security policies of District and/or contractual obligations binding on the CONSULTANT relating to data privacy and security, in the most expedient way reasonably possible and without unreasonable delay. If notification to a parent, eligible student, teacher or principal is required under this Subsection 7 due to the unauthorized release of student data by CONSULTANT or its assignee, CONSULTANT shall be responsible for reimbursing District for the cost of such notification.

1. Attached as Exhibit "A" is a copy of Parent's Bill of Rights for Privacy and Security.
2. Attached as Exhibit "B" is a copy of the CONSULTANT's Data Privacy and Security Plan.

Third-Party Acknowledgement

As a third-party contractor, I acknowledge that our contract with the School District may necessitate the receipt of student data, and as such, requires adherence with NY State Education Law §2-d and the District's Parents' Bill of Rights for Data Privacy and Security. In this regard, we acknowledge our responsibility to adhere to the document as applicable to the services we provide and have instituted processes to abide by same.

FRONTLINE TECHNOLOGIES GROUP LLC dba Frontline Education

By:



Position: Vice President

Date:

3/12/20

EXHIBIT "A"

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents and guardians of students attending school in the School District are advised that they have the following rights with regard to student data:

- (1) Student data will not be released or sold by the School District for commercial purposes.
- (2) A parent or guardian has the right to inspect and review the complete contents of his or her child's education record.
- (3) State and Federal law protect the confidentiality of personally identifiable information. The District utilizes the following safeguards to protect personally identifiable information: encryption, password protection, confidential information is destroyed in accordance with approved records schedules, etc.
- (4) A list of all student data elements collected by New York State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to Office of Information & Reporting Services, New York State Education Department, Room 86E EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents and guardians have the right to have complaints about possible breaches of student data addressed. Complaints should be addressed to: New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

This Bill of Rights will be included with every contract entered into by the District with an outside contractor if the contractor will receive student data or teacher or principal data.

This Bill of Rights will be supplemented to include information about each contract that the District enters into with an outside contractor receiving confidential student data or teacher or principal data, including the exclusive purposes for which the data will be used, how the contractor will ensure confidentiality and data protection and security requirements, the date of expiration of the contract and what happens to the data upon the expiration of the contract, if and how the accuracy of the data collected can be challenged, where the data will be stored and the security protections that will be taken.

Exhibit B
Frontline Education
Data Security and Privacy Plan

Frontline Technologies Group LLC, doing business as Frontline Education, has established a unified control framework based on the NIST Cyber Security Framework (CSF). Frontline Education has several security control standards that are applicable to our product development and our operations environments. The CSF, as our primary standard allows us to use it as a hub where we can integrate the various standards, evaluate the overlap, and ensure we have a single view of applying those standards to our computing environments. We ensure our systems and environments are compliant with relevant standards, including PCI DSS and SOC2, as required.

The exclusive purposes for which the student data or teacher or principal data will be used.

- Frontline Education collects personally identifiable information (PII) on individuals including administrators, educators, and students, and others as outlined in the Frontline Technologies Group LLC Privacy Policy.
- Frontline Education will only use PII as specifically permitted in the agreements we maintain with our customers. Specifically, PII is used for the provision of services and tracking of information across our products and platforms.
- Frontline Education may use de-identified, anonymized, and aggregated data for various purposes including improving the customer experience and refining and developing additional products and services.

How the third-party contractor will ensure that the subcontractors, persons, or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

- Frontline Education requires that all service providers we use go through a risk assessment. We then qualify their products/services for use based on their need to interact with customer data. We require a SOC2 (or comparable) independent audit of their operations at least every six months.

When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.

- Frontline Education will not knowingly retain personal information beyond the time period required to support the authorized educational/school purposes. Following termination or deactivation of a District account, Frontline may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the District will be deleted promptly. We may maintain anonymized or aggregated data, including usage data, for analytics purposes.

If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.

- To review or update your information to ensure its accuracy or to correct any errors and omissions, please contact your Educational Organization directly. Requests sent to Frontline Education seeking a copy of such records or demanding that Frontline modify or delete any records that it maintains will be forwarded directly to the appropriate Educational Organization. Please note that even when records are modified or deleted from Frontline's active databases, copies may remain in data backups as necessary to comply with business or regulatory requirements.

Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

- Frontline Education encrypts data within our production networks using FIPS 140-2 compliant encryption standards. All sensitive data is encrypted at rest across all storage devices using FDE (Full Disk Encryption) and all database backups are AES-256 encrypted.
- Frontline Education secures all sensitive data in transit using strong encryption protocols to encrypt all traffic including use of TLS 1.2 protocols, and SHA2 signatures.
- Frontline Education adheres to the principles of least privilege and role-based permissions when provisioning access ensuring workers are only authorized to access data as a requirement of their job function. All production access is reviewed at least yearly.