



CIC LICENSED PRODUCT AGREEMENT

Contract Date: November 11, 2021

LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement ("Agreement") is by and between Computer Information Concepts, Inc., 2843 31st Avenue, Greeley, Colorado 80631 ("CIC") and Marion Community Unit School District 2, 1700 West Cherry St, Marion, IL 62959 ("Customer").

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have these agreed-upon meanings:

1.1 **Custom Programs.** Any software, documentation, database, or other intellectual property: (a) designated as Custom Programs on an Exhibit; or (b) supplied by CIC pursuant to CIC's Annual Peopleware Schedule.

1.2 **Documentation.** All standard written user information, whether in electronic, printed or other format, delivered to Customer by CIC with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages, manuals, training materials, and other publications of the licensor that contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of CIC's standard documentation for Licensed Product is furnished to Customer with this license.

1.3 **Licensed Product.** All computer programs (including Custom Programs) or other electronically readable product, except Third Party Software, whether in Source, machine readable, or object code, all documentation, and all Technical Information provided to Customer or created by Customer pursuant to this Agreement now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.

1.4 **Licensed Site(s).** The district and / or site(s) at which Customer is authorized to utilize Licensed Product, as specified on the applicable Exhibit.

1.5 **Exhibit.** A schedule designating, among other things, Licensed Product to be licensed to Customer hereunder, the Licensed Sites, and the fees payable to CIC for such license and related support and services. Such schedule(s) may be attached to this Agreement at execution or added by mutual agreement of Customer and CIC at a later date. All Exhibits are incorporated into and made a part of this Agreement by reference.

1.6 **Source Code.** Licensed Product specified in an Exhibit as it appears in programming language.

1.7 **Technical Information.** All technical information, know-how, schematics, databases and other intellectual property, other

than computer programs and documentation, that may be supplied to Customer under this Agreement.

1.8 **Third Party Software.** All computer programs, documentation, or other electronically readable product licensed and supported by an entity other than CIC and identified as Third Party Software on a Schedule.

2. LICENSE GRANT.

2.1 **Basic Terms.** Subject to the terms and conditions of this Agreement, CIC grants to Customer a restricted, personal, non-exclusive, non-transferable license to use Licensed Product to support its internal business and administrative functions simultaneously on an unlimited number of processing units, unless specified differently on the applicable Exhibit. Unless specified in an Exhibit, Source Code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 **Service Bureau.** Unless specified in this Agreement or an Exhibit, Licensed Product may not be used to perform service bureau functions for third parties or to process or manage non-Customer data.

2.3 **Copies.** Customer shall have a license to make copies of Licensed Product, provided that (a) copies of Licensed Product other than documentation may be made, in machine readable form, only for backup or archival purposes; (b) copies of documentation may not be made if specifically prohibited by CIC in writing; and (c) in all cases, copies of Licensed Product may be made only as is necessary to support the use permitted under the terms and conditions of this Agreement. Customer shall affix all copyright and other proprietary rights notices on all copies of Licensed Product. Customer shall not otherwise reproduce Licensed Product. Any tests generated through use of Licensed Product may not be provided or copied for use by anyone other than Customer.

2.4 **License Term.** Each license granted under this Agreement shall be perpetual, unless a different term is specified on an Exhibit, or this license is terminated earlier under the provisions of this Agreement. The term of the license shall commence as specified on an Exhibit or on the date of execution of this Agreement by CIC.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 **Copyright.** Licensed Product is protected by trade secret and/or copyright law and is proprietary to CIC and/or its licensor(s). The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in Licensed Product, are and shall remain the property of CIC or its licensor(s).

3.2 **Confidentiality.** Customer agrees to keep Licensed Product confidential and to utilize reasonable efforts to protect and prevent Licensed Product from unauthorized disclosure or use. Customer shall not transfer, assign, provide or otherwise make Licensed

Product available, in any form, to another entity, unless such use is specifically authorized in this Agreement, a Schedule, or an Exhibit, without the prior written consent of CIC. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Customer in violation of this Agreement shall be void. Customer shall be responsible for the use, operation, storage, management and safety of the copies of Licensed Product in its possession or control. All copies of Licensed Product except those made for backup and archive purposes will be retained at the Licensed Site(s).

3.3 Modifications. Customer shall not modify Licensed Product, or provide any person with the means to do the same, without CIC's express written authorization. In addition, Customer shall not reverse engineer Licensed Product or attempt to create Source Code for Licensed Product by any means without CIC's express written authorization. Should CIC permit Customer to create any modifications, enhancements or other works that contain complete or partial copies of Licensed Product, incorporate any trade secret information contained in Licensed Product, are created with the benefit of proprietary information or know-how contained in Licensed Product, or constitute translations, conversions, compilations, or updated or derivative works of Licensed Product, then all right, title, and interest in and to such modifications, enhancements or other works shall be the property of CIC and Customer agrees to assign all rights to same to CIC. Customer further agrees to cooperate with CIC and fulfill any reasonable request of CIC with respect to preserving CIC's proprietary rights in such modifications, enhancements or other works. Should CIC permit Customer to utilize any third party to create any such modifications, enhancements or other works, Customer shall obtain such third party's written agreement to the terms of this Section 3.3 in connection with the creation of same.

4. AUDIT. Customer agrees to maintain (and to allow CIC to inspect) records of the number and location of the original and all copies of Licensed Product. All such records will be maintained at the Licensed Site(s), unless prior written notice has been sent to CIC. Before disposing of any media containing Licensed Product, Customer agrees to take all necessary steps to destroy or erase all Licensed Product codes, programs and other proprietary information of CIC and its licensors contained in such media.

5. SUPPORT AND SERVICES.

5.1 Support. CIC shall provide Support Services (as defined in CIC's Annual Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference) for Licensed Product, subject to the terms of this Agreement and CIC's Annual Peopleware Schedule. Customer's initial support term will begin upon shipment of Licensed Product and terminate one (1) year thereafter, unless otherwise specified in the applicable Annual Peopleware Schedule or terminated earlier in accordance with the terms of this Agreement or CIC's Annual Peopleware Schedule. In the event that CIC provides, in its discretion, services requested by Customer that are outside the scope of Support Services, or services resulting from Customer's failure to fulfill its responsibilities set forth in CIC's Annual Peopleware Schedule, Customer shall be charged for those services at CIC's then-current time and materials rates.

5.2 Services. CIC shall provide such professional services as may be agreed to by CIC and Customer pursuant to CIC's Initial Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference. Customer agrees to pay for such services at the rates and charges specified in the applicable Exhibit (as defined in CIC's Initial Peopleware Schedule), or if no rates are specified in the Exhibit or there is no Exhibit, then at CIC's standard rates and charges when such services are performed. Unless otherwise specified, all rates quoted are for services to be performed during CIC's normal business hours; additional charges may apply for evenings, weekends or holidays. Except as otherwise specified in a Exhibit, Customer shall also pay CIC for travel expenses, lodging, meals and other expenses incurred by CIC in the performance of services. All such additional charges will be due and payable concurrently with payment for services. CIC reserves the right to impose a minimum labor charge for each on-site visit. CIC's rates and charges for professional services are subject to change at any time. If particular rates or charges are specified in an Exhibit, however, those rates or charges will apply to the services set forth in such Exhibit. CIC reserves the right to change service rates and charges as well as other terms as a condition of entering into any new Exhibit, or any extension or amendment of any pre-existing Exhibit.

6. CHARGES AND PAYMENTS.

6.1 Fees and Taxes. Customer agrees to pay CIC the fees set forth on all applicable Exhibits, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes, however designated. If Customer claims tax exempt status, Customer agrees to provide CIC with evidence of such tax exemption upon CIC's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions. All pricing set forth in any Exhibit is in United States dollars.

6.2 Payment Terms. All charges set out in this Agreement or any Schedule / Exhibit shall be due and payable according to CIC's invoice terms. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6.3 Appropriation of Funds. Customer represents and warrants that it has obtained an appropriation of funds sufficient to meet its obligations hereunder during its present fiscal year. Customer further represents and warrants that it intends to maintain this Agreement in effect for the full period specified in this Agreement or any Schedule / Exhibit and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof. In the event that sufficient funds to make such payments are not appropriated for any future fiscal year during the term of this Agreement, Customer may terminate this Agreement in whole or in part upon ninety (90) days prior written notice to CIC. Should Customer terminate this Agreement for non-appropriation of funds, Customer agrees not to license or contract for similar

products or services from any other third party for a period of one (1) year after the date of termination.

7. THIRD PARTY SOFTWARE LICENSE TERMS. Any Third Party Software is provided to Customer pursuant to separate license agreement(s) between Customer and the third party supplier. The license agreement(s) for such Third Party Software will be provided to Customer. All support, warranties, and services related to Third Party Software are provided by the licensor of the Third Party Software under such third party's terms and conditions, and not by CIC. Only Sections 6, 7, 8.3, 9 and 10 of this Agreement apply to Third Party Software and any related services set forth on a Schedule.

8. LIMITED WARRANTIES. The following warranties are supplied with respect to Licensed Product listed on an Exhibit or Schedule.

8.1 Conformity to Specifications. CIC cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite CIC's reasonable efforts to do so. CIC does, however, warrant for a period of ninety (90) days after shipment that: (a) Licensed Product (other than Custom Programs supplied by CIC pursuant to CIC'S Annual Peopleware Schedule), as originally delivered under this Agreement, will substantially conform to the applicable description and specifications contained in the documentation delivered with such Licensed Product; and (b) Custom Programs supplied by CIC pursuant to CIC's Annual Peopleware Schedule will substantially conform to the specifications set forth in the applicable Exhibit pursuant to CIC's Annual Peopleware Schedule. The foregoing warranty shall not apply to Licensed Product that has been modified, damaged or used in a manner that does not conform to the instructions and specifications contained in the documentation for such Licensed Product. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify CIC in writing during the warranty period and provide CIC with sufficient detail to allow CIC to reproduce the problem. After receiving such notification, CIC will undertake to correct the problem by programming corrections, reasonable "work-around" solutions and/or documentation corrections. If CIC is unable to correct the problem after a reasonable opportunity, CIC will refund the license fees paid for such Licensed Product and Customer's license to use such Licensed Product will terminate. The foregoing states the complete and entire remedies that Customer has under this warranty. CIC shall have no responsibility for any warranty claims made outside of the warranty period. THIS WARRANTY DOES NOT APPLY TO TECHNICAL INFORMATION.

8.2 Warranty Against Infringement. CIC warrants that neither Licensed Product in the form delivered by CIC to Customer, nor its normal use, will infringe any valid United States Patents or copyrights existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of Licensed Product in combination with systems, equipment or computer programs not supplied by CIC, or any use of Licensed Product outside of the United States, or any modification of Licensed Product. CIC will hold Customer

harmless from any valid third party claim of infringement that constitutes a breach of the foregoing warranty, provided that CIC must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. If Customer's use of any Licensed Product is restricted as the result of a claim of infringement, CIC shall have the right, but not the obligation, at its option to: (a) substitute other equally suitable Licensed Product; (b) modify the allegedly infringing Licensed Product to avoid the infringement; (c) procure for Customer the right to continue to use such Licensed Product free of the restrictions caused by the infringement; or (d) take back such Licensed Product, refund to Customer the license fee previously paid for such Licensed Product depreciated on a straight line basis over sixty (60) months, and terminate Customer's license to use such Licensed Product. THIS WARRANTY DOES NOT APPLY TO CUSTOM PROGRAMS OR TO TECHNICAL INFORMATION.

8.3 DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF CIC AS TO WARRANTIES FOR LICENSED PRODUCT. CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. REMEDIES AND TERMINATION.

9.1 Termination. CIC shall have the right to suspend performance under this Agreement in the event Customer is in breach of any of its obligations under this Agreement or threatens to breach any of its obligations under Sections 3 or 4. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that CIC shall have the right to terminate this Agreement immediately upon written notice in the event Customer breaches, or threatens to breach, any of its obligations under Sections 3 or 4.

Upon expiration of the initial license / support term or any renewal support term, Customer's license (for annually licensed products) and support term shall automatically be extended for a renewal term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least ninety (90) days prior to the end of the expiring support term; or (b) CIC does not receive the applicable fees for the renewal term within thirty (30) days of CIC's invoice. For the initial term, Customer shall pay the charges specified in the applicable Exhibit. For renewal terms, Customer shall pay CIC's then current fees for annually licensed products and support.

9.2 Non-use. The license granted under this Agreement with respect to a particular Licensed Product shall terminate without notice if Customer ceases using such Licensed Product at any time for a period of six (6) months or more after Customer's initial use of such Licensed Product.

9.3 **Remedies.** In the event of an uncured material breach of this Agreement by Customer, CIC shall have the right to pursue any and all remedies existing at law or in equity and to collect all expenses of collection and enforcement of CIC's rights and Customer's obligations hereunder, including reasonable attorneys' fees. CIC's remedies under this Agreement shall not be deemed exclusive but shall be cumulative and in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy of CIC shall impair or affect its right to exercise the same. In the event of an uncured material breach of this Agreement by CIC, Customer's sole and exclusive remedy shall be a refund of the charges paid for the applicable Licensed Product or other item or service that is the subject of such breach.

9.4 **Injunctive Relief.** Breach of the provisions of Sections 3 and 4 could result in irreparable injury to CIC. Accordingly, CIC shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Sections 3 or 4, without proving actual damages.

9.5 **Effects of Termination.** Except as otherwise expressly provided in this Agreement, in the event of any partial or complete termination of any provision of this Agreement, any Schedule, or Exhibit. Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. CIC's remedies for Customer's breach of this Agreement, together with the provisions of Sections 3, 4, 6, 7, 8.3, 9, 10 and 11, shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer.

9.6 **Return of Licensed Product.** Immediately upon any termination of a license for any Licensed Product under this Agreement, Customer shall, at its own expense, either return to CIC or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to CIC that all such copies of such Licensed Product have either been destroyed or returned to CIC. If Customer fails to submit such certification to CIC within ten (10) days after the date of termination, CIC shall have the right, to the extent permitted by law, to enter on Customer's premises to remove or repossess all copies of such Licensed Product that Customer has in its possession or under its control.

10. LIMITATION OF LIABILITY. CIC AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST BUSINESS, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, EQUIPMENT, TECHNICAL INFORMATION, SUPPORT, SERVICES OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF CIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS FOR ANY

CLAIM UNDER THIS AGREEMENT EXCEED THE FEE OR PRICE PAID FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS RELATING TO PRODUCTS AND SERVICES DELIVERED IN SUBSEQUENT YEARS EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO CIC DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR PRODUCTS OR SERVICES ON WHICH THE CLAIM IS BASED.

11. GENERAL.

11.1 **Governing Law.** This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado.

11.2 **Severability.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.

11.3 **Authorization.** The person executing this Agreement on behalf of Customer represents that he/she is authorized to sign this Agreement on behalf of Customer and warrants that he/she has full power to enter into this Agreement on behalf of Customer.

11.4 **Limitation on Actions.** Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

11.5 **Notices.** Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth above. Either party may change its notice address by notifying the other in like manner.

11.6 **Force Majeure.** Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, or labor disputes.

11.7 **Terms of Agreement.** To the extent permitted by law, Customer agrees that the terms of this Agreement, including all pricing for CIC products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of CIC.

11.8 **Total Agreement.** This Agreement, inclusive of all Schedules and Exhibits, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to Licensed Product, support, or any related products or services provided. In the event of a conflict among any

Schedule, Exhibits, and the other terms of this Agreement, the order of precedence shall be: the Exhibit; the Schedule; and the other terms of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement of both parties. Headings used in this Agreement are for reference only and are not interpretive. This Agreement shall be subject to acceptance by a duly authorized officer of CIC at its offices, indicated by the execution hereof. In the event Customer issues a purchase order or other instrument covering the Products and / or Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

11.9 Non-Employment. Independent of any other obligation under this Agreement, Customer and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counterproductive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

11.10 Assignment. This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and (to the extent specified in assignment) assignees, and not for the benefit of any other person or legal entity. Customer shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. CIC has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

11.11 Status. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11.12 Insurance. During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

11.13 Subject Headings. The subject headings of the paragraphs of this Agreement are included for purposes of

convenience only, and shall not affect the construction or interpretation of its provision.

11.14 Export Rules. Customer agrees that the Licensed Product and Documentation will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Licensed Product and Documentation are identified as export controlled items under the Export Laws, Customer represents and warrants that Customer is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Customer is not otherwise prohibited under the Export Laws from receiving the Licensed Product and Documentation. All rights to use the Licensed Product and Documentation under this Agreement are granted on the condition that such rights are forfeited if Customer fails to comply with the terms of this Section 11.14.

11.15 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Licensed Product, Documentation and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Licensed Product, Documentation and Services with only those rights set forth herein.

11.16 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED, AND AGREES TO THE TERMS OF, CIC'S ANNUAL PEOPLEWARE SCHEDULE, INITIAL PEOPLEWARE SCHEDULE, AND EXHIBIT(S), WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: *Steven K. Bohlender*

By: *Keith Oates*
Keith Oates (Nov 12, 2021 08:14 CST)

Name: Steven K. Bohlender

Name: Keith Oates

Its: Executive Vice President

Its: Superintendent

Date: Nov 16, 2021

Date: Nov 12, 2021



ANNUAL PEOPLEWARE SCHEDULE

1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Annual Peopleware Schedule ("Annual Schedule"), the following definitions shall apply:

1.1 **Exhibit** shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

1.2 **Errors** shall mean a reproducible failure of Licensed Product to operate in accordance with its standard documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet CIC's minimum requirements, which will change over the life of this Agreement. User mistakes are not Errors within the meaning of this Annual Schedule. Errors may be due to problems in Licensed Product, the documentation, or both.

1.3 **New Products** shall mean new program products or modules of CIC which provide features, functions or applications not included in Licensed Product. A new name will be associated with New Products. A New Product may be usable with or in addition to a Licensed Product and will be licensed to Customer under the terms of a Licensed Product Agreement after payment of applicable fees.

1.4 **New Release** shall mean an update of Licensed Product issued by CIC as a "New Release," which includes all PTF's, together with such other corrective updates and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Customer under the same terms as the old release, unless otherwise stated in writing by CIC.

1.5 **New Version** shall mean an upgrade of Licensed Product issued by CIC as a "New Version," which includes all PTF's, together with such other corrective updates and major enhancements and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Version is licensed to Customer under the same terms as the old version, unless otherwise stated in writing by CIC.

1.6 **Program Temporary Fix (PTF)** shall mean a patch or corrective update of Licensed Product which CIC prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming Errors that prevent or obstruct

normal operation of Licensed Product in accordance with the applicable then-current Documentation. PTF's are licensed to Customer under the same terms as Licensed Product, unless otherwise stated in writing by CIC.

1.7 **Support Services** shall mean those services provided hereunder with respect to Licensed Product.

1.8 **Support Term** shall mean the length of time Support Services are to be provided hereunder and for which Customer has paid any applicable Support Services fees, including any initial support term specified in the Agreement and any renewal support terms provided for in the Agreement.

1.9 **Telephone Support** shall mean telephone support services, twenty-four (24) hours / day, seven (7) days per week, regarding Customer's use of Licensed Product and any problems that Customer experiences in using Licensed Product.

2. **SUPPORT SERVICES.** CIC, or an entity under contract with and certified by CIC to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

2.1 **Support Services.** CIC agrees to perform the support services specified in an Exhibit, provided that CIC may, at its option, arrange for any support services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

2.2 **Support.** Support Services shall include: (a) Telephone Support; (b) PTF's, as needed to address an Error that Customer is experiencing in using Licensed Product; (c) access to CIC's Internet on-line technical support (as available by product); and (d) New Releases and New Versions. Support Services do not include New Products.

2.3 **Custom Programs.** For Custom Programs, Support Services are available only on a time and materials basis at CIC's current rates and charges for these services.

2.4 **Technical Information.** Technical Information as defined in the Agreement is not supported by CIC.

2.5 **Support of Prior Releases and Versions.** After the distribution of a New Release or New Version, Telephone Support for the prior release or version will be available for ninety (90) days, after which time Telephone Support for the prior release or version will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges. PTF's for prior releases and versions will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges.

2.6 **Training.** In order to receive Support Services described herein, Customer must purchase training regarding the use and operation of Licensed Product from either CIC or a third party that has been certified by CIC to supply such training. Customer acknowledges and agrees that if Customer places a Telephone Support call to CIC, and the answer to Customer's question or

resolution of Customer's problem is contained in the documentation delivered to Customer with the applicable Licensed Product, then CIC may, in its discretion, bill Customer on a time and materials basis, at CIC's then-current rates and terms, for providing Telephone Support relating to such question or problem.

2.7 Problem Identification / Vendor Communication.

Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and its vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

3. CUSTOMER RESPONSIBILITIES. To receive Support Services, Customer shall: (a) report Errors or suspected Errors for which support services are needed, and supply CIC with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain computer systems and operating systems that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product, as supplied by CIC; (e) maintain hardware and system software consistent with CIC's minimum requirements; and (f) timely install all PTF's, New Releases and New Versions supplied by CIC in the proper sequence, and have the most current release or version of Licensed Product (or a prior release or version supported under Section 2.4) installed at all times during the Support Term.

4. WARRANTIES

4.1 DISCLAIMER OF ALL OTHER WARRANTIES. CIC does not warrant that the operation of Licensed Product (including PTF's, New Releases and New Versions) will be uninterrupted or Error-free, or that all Errors will be corrected, despite CIC's reasonable efforts to do so. Nor does CIC warrant that PTF's, New Releases or New Versions thereof conform to state regulatory requirements or that the PTF's, New Releases or New Versions will be maintained to conform to such requirements now or in the future. It is Customer's (and not CIC's) responsibility to understand and comply with all such requirements.

CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO ALL SERVICES AND OTHER ITEMS AND PRODUCTS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



INITIAL PEOPLEWARE SCHEDULE

1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Initial Peopleware Schedule ("Initial Schedule"), the following definition shall apply:

1.1 **Exhibit** shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

2. **SERVICES.** CIC agrees to perform the services specified in an Exhibit, provided that CIC may, at its option, arrange for any services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

3. PROJECT DETAIL.

3.1 **Written Form.** CIC shall have no obligation to perform any services under this Initial Schedule unless such services are specified in an Exhibit setting forth the services to be performed and the applicable charges for same. The undertaking by CIC to perform any services specified in an Exhibit does not obligate CIC to furnish any further or different services to Customer. CIC will honor any limitations on labor, cost or time established under the applicable Exhibit, but completion of all work within such limitations is not guaranteed. Any estimates of labor, cost or time furnished to Customer by CIC before or after execution of the applicable Exhibit shall be considered estimates only, and shall not obligate CIC to complete any services within the parameters estimated. **CIC ASSUMES NO RESPONSIBILITY FOR ERRORS IN SPECIFICATIONS FURNISHED BY CUSTOMER. SUCH ERRORS MAY NECESSITATE CORRECTIVE WORK BY CIC AT ITS PREVAILING TIME AND MATERIALS RATES.**

3.2 **Customer Expectations.** Customer shall be primarily responsible for the management, control and implementation of the Licensed Products. In order to ensure the ultimate success of the implementation, a high level of Customer participation is required. Customer acknowledges that the implementation of software products is a complex and demanding undertaking, often involving much more than simply licensing a "software package." Realistic expectations are crucial to success. Occasionally, through no particular fault of CIC, errors or delays occur. In order to make Customer's implementation as smooth as possible, CIC will provide services (as set forth in a Exhibit), but Customer is responsible for Customer's own change management and process re-engineering challenges.

3.3 **Termination.** Each Exhibit shall terminate upon the earliest to occur of the following: (a) the completion of all services specified in the Exhibit; (b) the date upon which any stated limitation on the scope or duration of services has been reached, whether expressed in labor-hours, scope of project, or otherwise; (c) the date of expiration, if any, set forth in the Exhibit; (d) termination due to Customer's breach of its obligations under the Exhibit, this Initial Schedule, or the Agreement, which termination may be effectuated by CIC upon notice to Customer; or (e) termination of the Agreement. CIC shall have no further obligation to perform services under an Exhibit upon termination thereof. Termination of an Exhibit will not affect Customer's payment obligations under such Exhibit and the Agreement.

3.4 **Telecommunications/Facilities.** Unless otherwise specified in an Exhibit, the work may, at CIC's option, be performed on CIC's or Customer's premises, via telephone, E-mail, fax, Internet web connection, or other forms of communication and through modem / Internet communications between Customer's system and CIC's customer support facility. As requested by CIC, Customer agrees, at its expense, to establish and maintain CIC-approved modem and / or Internet communications between Customer's system and CIC's customer support facility to enable CIC to perform work remotely. CIC shall have the right to assess additional charges for failure to provide and maintain such communications. If any portion of the work will be performed on Customer's premises, Customer agrees to provide, at Customer's expense, all equipment, software, telecommunications, utilities, work space and other on-site accommodations necessary to enable CIC to perform such work.

3.5 **Confidentiality.** CIC agrees to use its best efforts to maintain the confidentiality of Customer confidential information that is disclosed to CIC in connection with this Initial Schedule, and to use such Customer confidential information solely for purposes of performing services hereunder. CIC shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: is or becomes publicly known through no fault or negligence of CIC, its employees, agents or subcontractors; is or becomes lawfully available from a third party without restriction; is independently developed by CIC, its employees, agents or subcontractors at any time; or is disclosed without restriction by Customer to any third party at any time. The obligations of this Section will survive any termination of any Exhibit or the Agreement for as long as any information or data disclosed to CIC in connection with these Policies fits the definition of "Customer confidential information."

3.6 **Training.** CIC reserves the right to limit the number of persons permitted to attend any training class in accordance with CIC's standard training policies.

4. **TECHNICAL INFORMATION.** All Technical Information that may be supplied by CIC to Customer in the course of performing services under this Initial Schedule shall, unless

otherwise specified in a Exhibit, be deemed to be licensed to Customer as Licensed Product under the terms of the Agreement.

5. **CUSTOM PROGRAMS.** All computer programs and related documentation delivered under this Initial Schedule shall, unless otherwise specified in a Exhibit, be considered Custom Programs and deemed to be licensed to Customer as Licensed Product under the terms of the Agreement. Customer shall have a license to use Custom Programs only at the Licensed Site(s) specified in the Agreement or otherwise specified in writing by CIC.

6. **ORDER CANCELLATION.** Orders for services that are accepted by CIC are subject to cancellation by Customer only

with the written consent of CIC, and only upon payment of reasonable cancellation charges that shall take into account expenses already incurred and commitments made by CIC.

7. **DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THE AGREEMENT, CIC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ITEMS PROVIDED UNDER THIS INITIAL SCHEDULE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

EXHIBIT A – 1494-21-01
 Licensed Products and Services
 Marion Community Unit School District 2 – November 11, 2021
 Licensed Sites: Marion Community Unit School District 2

20970
 AM = NIA
 PS = NMH
 OGLP = 20971

Description	Quantity	Price
Infinite Campus - License, Hosting and Support (Enrollment: 3,871)		
Initial term – December 1, 2021 through November 30, 2022 (12 months)		
Base Applications Software	1	\$23,226
Hosting Service – Off-Site Campus Cloud Choice	1	3,871
Messenger Voice	1	3,484
Campus Online Payments Setup Fee	1	150
Food Service Point of Sale Software	1	7,742
Campus Learning – District License	1	7,742
Campus Online Registration Prime	1	7,742
Software Support		12,516
CIC License, Hosting and Support – (Enrollment: 3,871)		
Initial term – December 1, 2021 through November 30, 2022 (12 months)		
CIC Data Health Check	1	968
CIC Ongoing Learning Plan Subscription (includes 8 Professional Services hours)	1	1,936
Initial Peopleware (Professional Services)		
Standard Data Conversion	1	4,800
Food Service Data Conversion (Accounts, PINs and Balances)	1	1,200
Implementation Management (Hours)	72	12,960
Training / Consulting (Hours)	114	17,100

TOTAL **\$105,437**

Estimated Future Annual Price (3,871 Students) – CIC \$69,227
 Estimated Future Annual Price (3,871 Students) – Shoutpoint \$4,485

Payment Schedule

Description	Date	Amount
1. Contract Signed	November 18, 2021	\$0
2. Purchase Order Required		
1. Initial Payment	December 2, 2021 (Approximate)	96,887
1. Final Payment	June 15, 2022 (Approximate)	8,550

TOTAL (Payable to CIC) **\$105,437**

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: Steven K. Bohlender

By: Keith Oates
Keith Oates (Nov 12, 2021 08:14 CST)

Name: Steven K. Bohlender

Name: Keith Oates

Date: Nov 16, 2021

Date: Nov 12, 2021



EXHIBIT C
DATA PROTECTION ADDENDUM
Marion Community Unit School District 2 – November 11, 2021

This Exhibit C (“Exhibit C”) to the CIC Licensed Product Agreement (“Contract”), is by and between Computer Information Concepts, Inc., 2843 31st Avenue, Greeley, Colorado 80631 (“Contractor”) and Marion Community Unit School District 2, 1700 West Cherry St, Marion, IL 62959 (“District”) and amends the agreement between the same parties titled Licensed Product Agreement dated November 11, 2021. This Addendum supersedes the Agreement by adding to, deleting from and modifying the Agreement as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the terms of the Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Agreement and this Addendum, the parties agree to amend the Agreement by adding the following language:

1. Definitions

- 1.1 “*Designated Representative*” means District or Contractor employees as specified on Schedule 1 to whom all notices required in this Addendum will be sent.
- 1.2 “*District Data*” means any Personally Identifiable Information, Record, Education Record and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services. District Data includes any and all “covered information” as that term is defined in Section 5 of SOPPA (105 ILCS 85/5), and District Data shall constitute “school student records” as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d))
- 1.3 “*De-identified Data*” means District Data from which all personally identifiable information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.
- 1.4 “*Education Records*” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.
- 1.5 “*End User*” means individuals authorized by the District to access and use the Services provided by the Contractor under the Contract.
- 1.6 “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.
- 1.7 “*Mine District Data*” means the act of searching through, analyzing, accessing, or extracting District Data, metadata, or information not necessary to accomplish the Services or purpose(s) of this Agreement for the benefit of the District.
- 1.8 “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to 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. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.
- 1.9 “*Record*” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.
- 1.10 “*Securely Destroy*” means to remove District Data from Contractor’s systems, paper files, records, databases,

and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor’s and its Subcontractors’ normal course of business.

- 1.11 “*Security Breach*” means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.
- 1.12 “*Services*” means any goods or services acquired by the District from the Contractor, including computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet or installed or run on a computer or electronic device.
- 1.13 “*Subcontractor*” means Contractor’s employees, subcontractors or agents, identified on Schedule 2, as updated by Contractor from time to time in accordance with the requirements of this Addendum, who Contractor has engaged to enable Contractor to perform its obligations under the Contract.
- 1.14 “*Student Profile*” means a collection of PII data elements relating to a student of the District.

2. Rights and License in and to District Data

District owns all rights, title, and interest in and to District Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data and De-identified Data solely for the purpose of performing its obligations specified in the Contract or as otherwise permitted by the Agreement. Contractor shall have no rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Agreement.

3. Data Privacy

- 3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.
- 3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:
 - 3.2.1 Use, sell, rent, transfer, distribute, alter, Mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;
 - 3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;
 - 3.2.3 Use District Data in a manner that is inconsistent with Contractor’s privacy policy;
 - 3.2.4 Use District Data to create a Student Profile other than as authorized or required by the District to perform the Services; and
 - 3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.
- 3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 (“FERPA”), it will be designated as a “school official” with “legitimate educational interests” in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract. Contractor is performing an institutional service for which the school would otherwise use employees, is under the direct control of the District, for District’s and its End Users’ benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as

required by law, or if authorized in writing by the District. Contractor warrants and represents that during the five-year period preceding the Effective Date of this Agreement, it has not been found in violation of FERPA by the Family Policy Compliance Office.

- 3.4 Subcontractor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose District Data, in whole or in part, to any other party; (b) Subcontractor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; (e) Subcontractor shall indemnify the District in accordance with the terms set forth in Section 10 herein below; and (f) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subcontractors who have access to District Data have undergone appropriate background screening, including Criminal Records Search, (County), SSN Death Master Search, Sex Offender Registry Search, and Smart Scan, and possess all needed qualifications to comply with the terms of this Addendum.
- 3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. In no event shall Contractor or Subcontractors re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.
- 3.6 Privacy Policy Changes. Prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

4. Data Security

- 4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-53, as amended.
- 4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 4.3 Audit Trails. Contractor shall take reasonable measures, including the availability of Data Change Tracker functionality (if purchased), to protect District Data against deterioration or degradation of data quality and authenticity.
- 4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report, or (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred.

5. Security Incident and Security Breach

- 5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

- 5.2 Response. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws. Except as otherwise required by law, Contractor shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the District's Designated Representative.
- 5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach. The District reserves the right to require Contractor to amend its remediation plans.
- 5.4 Effect of Security Breach. Upon the occurrence of a Security Breach caused by inadequacies in Contractor's security systems, procedures, and or firewalls, the District may terminate this Agreement in accordance with District policies. The District may require Contractor to suspend all Services, pending the investigation and successful resolution of any Security Breach, and Contractor may be required to reimburse District all amounts paid for any period during which Services were not rendered, as provided herein. Contractor acknowledges that, as a result of a Security Breach, the District may also elect to disqualify Contractor and any of its Subcontractors from future contracts with the District. These provisions do not go into effect as a result of a Security Breach caused by the District or an individual user who self-compromises their own PII or user credentials.
- 5.5 Liability for Security Breach. In addition to any other remedies available to the District under law or equity, Contractor shall reimburse the District in full for all costs incurred by the District in investigation and remediation of any Security Breach caused by Contractor or Contractor's Subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract.

6. Response to Legal Orders, Demands or Requests for Data

Note: In this section, when referring to data, it refers to data that is not customarily available to the district through the Student Information System. In most cases, the District will be able to access the data it needs as part of normal operations of the Student Information System.

- 6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, other legal orders, or demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.
- 6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, the District will promptly notify Contractor and, within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond. If the requested data is so large that it cannot be reasonably compiled and provided within 2 days, the Contractor shall inform the District of the reasons why the data cannot be compiled and provided within 2 days and how long it will take under reasonable conditions and at what cost to the District.
- 6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice with standard fees applied. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor

shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

- 6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. If another timeline for response is provided herein, then that, more specific, deadline shall control. Otherwise, Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Applicable Law

- 7.1 School Service Contract Providers. If Contractor provides a "school service," which is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses District Data or PII, then Contractor is a "school service contract provider" under the Act. To the extent not previously provided, within ten (10) calendar days after signing this Addendum, Contractor shall provide to the District in a format acceptable to the District or that is easily accessible through Contractor's website in language easily understandable to a layperson: (a) the data elements of District Data or PII that Contractor collects, generates or uses pursuant to the Contract; (b) the educational purpose for which Contractor collects and uses the District Data; (c) Contractor's policies regarding retention and disposal of District Data; (d) how Contractor uses, shares or discloses the District Data; and (e) statement whether Contractor's Contract has ever been terminated by another school district for failure to comply with the same or substantially similar security obligations as those set forth herein. Contractor shall update this information as necessary to maintain accuracy. District reserves the right to terminate this Agreement, as specified in Section 8, should the District receive information after the Effective Date that significantly modifies Contractor's representations made in this Section 7.1.
- 7.2. Children's Online Privacy and Protection Act. In performance of the Services required by the Contract, if Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations) from children under thirteen (13) years of age, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with full notice of its collection, use, and disclosure practices.
- 7.3 Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: COPPA; FERPA; the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103, and Health Information Technology for Economic and Clinical Health Act, Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; Payment Card Industry Data Security Standards; Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; Americans with Disabilities Act, and Federal Export Administration Regulations.

8. Termination

- 8.1 Term. This Addendum will become effective when the Contractor has executed this Addendum ("Effective Date"). Subject to Sections 8.2 and 12.3, this Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract between the Parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.
- 8.2 Termination by the District.
- 8.2.1 The District may immediately terminate the Contract in accordance with District policies if, at any time, the District determines in its sole discretion, that Contractor has breached any of the requirements of this Addendum.
- 8.2.2 The District may terminate the Contract if District receives information that Contractor has failed to comply with the same or substantially similar security obligations as set forth herein with another

school district.

- 8.2.3 The District may terminate the Contract if the District receives information after execution of this Addendum, that any of Contractor's representations or warranties have substantially changed after execution of this Addendum, including but not limited to the terms of Contractor's privacy policy.

9. Data Transfer Upon Termination or Expiration

- 9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, within thirty (30) calendar days after termination or expiration of this Agreement, Contractor shall ensure that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, as directed by the District. In the event that the District requests destruction, Contractor agrees to Securely Destroy all District Data and Contract Data that is in its possession and cause its Subcontractors to Securely Destroy all District Data and Contract Data that is in the possession of any Subcontractors. If the District requests return, Contractor shall securely return all District Data and Contract Data to the authorized person specified by the District, using the methods requested by the District, in its discretion, including any applicable fees charged to the District by the Contractor. The Contractor shall promptly certify in writing to District that such District Data and Contract Data has been disposed of or returned securely.
- 9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer, unless such transfer is as the result of termination of this Agreement following Contractor's breach of the terms of this Agreement. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.
- 9.3 Response to Specific Data Destruction or Return Requests. Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subcontractors within five (5) business days, excluding national holidays, after receiving a written request from the District.

10. Indemnification

Contractor shall indemnify and hold harmless District and its directors, employees, board members and agents from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, award, penalties, fines, costs or expenses, including attorneys' fees, the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against District or its directors, employees, board members and agents arising out of or resulting from Contractor's failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Addendum. These indemnification duties shall survive termination or expiration of this Agreement.

11. Miscellaneous

- 11.1 No End User Agreements. In the event that the Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with End Users, the parties agree that in the event of a conflict between the terms of any such agreement and this Addendum, the terms of this Addendum and the Agreement, in that order of precedence, shall control.
- 11.2 Public Inspection of Agreement. Contractor acknowledges and agrees that this Agreement and all documents Contractor provides District as required herein, are public records for purposes of SOPPA and shall at all times be subject to public inspection.
- 11.3 Survival. The Contractor's obligations under Sections 3, 4, 5, 6, 9, and 10, and any other obligations or

restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

- 11.4 Governing Law. This Addendum shall be governed and construed in accordance with the laws of Illinois, excluding its choice of law rules. In performing their respective obligations under the Agreement, both parties shall comply with all Illinois laws and regulations pertaining to student data privacy and confidentiality, including but not limited to the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“MHDDCA”), 70 ILCS 110/, Student Online Personal Protection Act (“SOPPA”), 105 ILCS 85/, Identity Protection Act (“IPA”), 5 ILCS 179/, and Personal Information Protection Act (“PIPA”), 815 ILCS 530/.
- 11.5 No Assignment. Contractor shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of District, which will not be unreasonably withheld.
- 11.6 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District.
- 11.7 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives
Schedule 2 -- Subcontractors
- 11.8 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SCHEDULE 1
District/Contractor Designated Representative

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Name: Dr, Keith Oates Title: Superintendent Address: 1700 West Cherry St Marion, IL 62959 Phone: 618.993.2321 E-mail: koates@marionunit2.org	Name: Steven K. Bohlender Title: Executive Vice President Address: 2843 31 st Avenue Greeley, CO 80631 Phone: 800.437.7457 x-123 E-mail: sbohlender@cicesp.com

SCHEDULE 2
Subcontractors

Contractor shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.

Name of Subcontractor	Not applicable - none
Primary Contact Person	
Subcontractor Address	
Subcontractor Phone/email	
Purpose of re-disclosure to Subcontractor	

COMPUTER INFORMATION CONCEPTS, INC.

By: *Steven K. Bohlender*

Name: Steven K. Bohlender

Date: Nov 16, 2021

CUSTOMER

By: *Keith Oates*
Keith Oates (Nov 12, 2021 08:14 CST)

Name: Keith Oates

Date: Nov 12, 2021

PO DATE
11/15/2021

Marion Community Unit School District 2
 1700 W. Cherry St
 Marion, IL 62959

PURCHASE ORDER NUMBER
0112200257

SHIP DATE : 11/15/2021
 ENTERED BY : STANLJER001

PRINTED 11/16/2021

BILL TO THE ABOVE ADDRESS

VENDOR:
 COMPUTER INFORMATION CONCEPTS, INC
 2843 31ST AVENUE
 Greeley, CO 80631

SHIP TO:
 MARION COMMUNITY UNIT SCHOOL DISTRICT
 1700 W CHERRY ST
 MARION, IL 62959-1212

ATTN: JERRY STANLEY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	Each	Complete SMS. Paper contract given to AP	105437.00000	105,437.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10E000 2225 3190 00 000000	105,437.00	
NOTES				
Contract given to AP				
			PAGE TOTAL	105,437.00
			TOTAL	105,437.00

TAX EXEMPT #E9992-4013-07

PURCHASE APPROVED BY:



PO DATE
11/15/2021

Marion Community Unit School District 2
 1700 W. Cherry St
 Marion, IL 62959

PURCHASE ORDER NUMBER
0112200256

SHIP DATE : 11/15/2021
 ENTERED BY : STANLJER001

PRINTED 11/16/2021

BILL TO THE ABOVE ADDRESS

VENDOR:
 SHOUTPOINT, INC.
 895 DOVE STREET STE 300
 Newport Beach, CA 92660

SHIP TO:
 MARION COMMUNITY UNIT SCHOOL DISTRICT
 1700 W CHERRY ST
 MARION, IL 62959-1212

ATTN: JERRY STANLEY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
13	Each	Shoutpoint for Schools Infinite Campus Integrated Messaging Platform.	345.00000	4,485.00
1	Each	SMS Messenger	500.00000	500.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10E000 2225 3190 00 000000	4,985.00	
NOTES				
Paper copies given to AP				
			PAGE TOTAL	4,985.00
			TOTAL	4,985.00

TAX EXEMPT #E9992-4013-07

PURCHASE APPROVED BY:



COMPUTER INFORMATION CONCEPTS, INC.

Order Entry Form

Customer, Product and Shipping Information

Sales Information	Date	November 1, 2021
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Sales Professional	Shields, Melissa	CIC Manager	Bohlender
Reseller	None	Account Manager	None

Proposal Total:	Enter Go Live Dates and Totals by Product in Salesforce!	\$110,422	Amount
	\$49,936 Vendor SW	9,006	HW & Other
	1,904 CIC SW	6,000	Data Conv / Design Srv
	12,516 Vendor 1st Year Supt	18,100	Installation / Training
	CIC 1st Year Supt	12,960	PM & Other Services

Infinite Campus:	12/1/2021 Go Live Date	\$110,422	Amount
	\$49,936 Vendor SW	9,006	HW & Other
	1,904 CIC SW	6,000	Data Conv / Design Srv
	12,516 Vendor 1st Year Supt	18,100	Installation / Training
	0 CIC 1st Year Supt	12,960	PM & Other Services

DETAILED PRODUCT BREAKDOWN ON THE RIGHT SIDE >>>

Tableau:	mm/dd/yy Go Live Date	\$0	Amount
	\$0 Vendor SW	0	HW & Other
	0 CIC SW	0	Data Conv / Design Srv
	0 Vendor 1st Year Supt	0	Installation / Training
	0 CIC 1st Year Supt	0	PM & Other Services

\$0	Iowa Relief Grant Incentive (billed to Campus)
\$0	Amount
0	HW & Other
0	Data Conv / Design Srv
0	Installation / Training
0	PM & Other Services

Contracts / Invoice To:	Contracts Contact:
District/School/3rd Party	Person
Purchase Order #	Title
Tax Exempt #	Phone #
Address	E-Mail Address
City	Impl. Contact:
State/Province	Person
Zip/Postal Code	Title
District Phone #	Phone #
District Fax #	E-Mail Address
CIC Customer Number	
E-mail Contracts?	

Ship To:	**Street Address Required**	Notes
Same as Invoice	Yes - Same as Invoice	Current SIS: Chalkable / InformationNOW
District/School/3rd Party		FS Term Delivery Date:
Address		Campus Online Pay? Yes
City		No Charge Mag Readers None
State/Province		
Zip/Postal Code		

Order Type	<input checked="" type="checkbox"/> New
	<input type="checkbox"/> Add on product
	<input type="checkbox"/> Upgrade

MESSENGER VOICE SMS ORDERS:
SMS Nickname:

