

EXHIBIT D

Data Sharing and Confidentiality Agreement

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. Purpose

- (a) This Exhibit supplements the Master License and Service Agreement (“MLSA”) to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES’ Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES’ website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service (“TOS”) that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) “Teacher or Principal Data” means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product.
- (d) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor’s Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or

another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3. **Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy. Erie 1 BOCES will provide Vendor with a copy of its policy and Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4. **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA:

ParentSquare Security Policy

Last Updated: March 2023

ParentSquare is committed to protecting the security and privacy of personally identifiable information (PII) in accordance with FERPA, COPPA, and any other applicable state law.

ParentSquare has been independently assessed and certified by iKeepSafe, an experienced privacy protection organization, for compliance with FERPA, COPPA, California Student Privacy (including SOPIPA, Ed Code 49073.6, and Ed Code 49073.1), and the California Consumer Privacy Act (CCPA).

We will soon be launching our new Smart Sites product, which will undergo an iKeepSafe compliance review as well.

Company Policies

We maintain security and privacy policies that align with industry best practices, and we review those policies at least every six months to ensure alignment.

Security Framework

We implement internal security controls that align with the NIST Cybersecurity Framework v1.1.

Data Storage

Our infrastructure is housed on Amazon Web Services' (AWS), a highly reliable, secure, and scalable cloud platform. AWS is validated under the following compliance programs, among others: SOC 1, SOC 2, SOC 3, ISO 27001, PCI DSS Level 1, and NIST 800-53.

All data is stored within the United States, and all processing servers are based within the United States.

Data Encryption

Data is encrypted in transit and at rest to provide protection of sensitive data at all critical points in its lifecycle. All data is transmitted over HTTPS connections to and from the ParentSquare application. All passwords are salted and hashed.

Data Breaches

Upon becoming aware of a data breach, we would fully investigate the incident and notify the customer within two business days, including our plan to remediate the breach. The customer then makes a decision about how or if users are notified.

Disaster Recovery

Our approach to disaster recovery anticipates business interruption risks from a range of outages, and mitigates the financial, customer, and regulatory impact of these scenarios. Our partnership with AWS helps us keep our system highly available, resilient, and recoverable.

Data Backup Strategy

We replicate databases within our production environment so that the loss of any one server does not impact our ability to serve our customers. Additionally, our databases are replicated in near real time to a set of servers located in a secondary geographic region. In a worst-case scenario where the live region becomes unavailable, no more than a few seconds of data are lost.

In addition to live data replication, we create backups of all datastores on a daily basis.

Cybersecurity Insurance

We maintain errors and omissions liability insurance and cybersecurity insurance that includes, but is not limited to, coverage for network security, data breaches, system failure and fraud.

Employee Access to PII

We grant access to end user data to our employees based on assigned job responsibilities, and limit access to only those employees who require access to maintain and support the system. We perform background checks on all employees, and screen all employees with I-9 verification and E-Verify.

Employee Security Training & Awareness

We require all of our employees to complete our security and privacy training as part of their onboarding process and annually thereafter.

Employee Access to Servers

We follow the principle of least privilege when providing our employees with access to resources. A limited number of engineers have direct access to our servers. All access to servers is logged.

Third Party Service Providers

Before we engage with a third party service provider, we ensure that their privacy policy is at least as strict as ours. Among other requirements, we ensure that (1) they do not sell or use personally identifiable information for any commercial or marketing purpose, (2) they protect the confidentiality of personally identifiable information, (3) they have implemented safeguards based on industry standards and best practices, and (4) they permanently dispose all data upon expiration of our agreement with them.

A list of the third party services we currently use, the data that is shared, as well as links to their privacy policies, can be found here: <https://www.parentsquare.com/privacy/service-providers/>.

Vulnerability Testing and Disclosure

We undertake an extensive third-party penetration test annually to ensure there are no known vulnerabilities in the system. The summary report is available upon request.

We will soon be launching our new Smart Sites product and will be taking that product through the same third-party penetration test.

To improve our ability to detect security issues, we allow individuals to submit vulnerability reports to security@parentsquare.com. We provide cash awards to those who report vulnerabilities that could lead to the compromise of sensitive data and the disruption of services.

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor [*check one*] will will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
 - (i) the parent or eligible student has provided prior written consent; or

- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. **Notification of Breach and Unauthorized Release**

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

ERIE 1 BOCES

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:

Sashangar Sreetharan

Signature
Sashangar Sreetharan

Printed Name
Chief Financial officer

Title
6/14/2023

Date

EXHIBIT D (CONTINUED)

Supplemental Information

about the Master License and Service Agreement
between
Erie 1 BOCES and [*ParentSquare, Inc.*]

Erie 1 BOCES has entered into a Master License and Service Agreement (“MLSA”) with [*ParentSquare, Inc.*] which governs the availability to Participating Educational Agencies of the following Product(s):

[*ParentSquare unified communications platform*]

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*Before ParentSquare engages with a third party, we ensure that their privacy policy is at least as strict as ours. ParentSquare’s security and privacy policies are reviewed every six months, which allows us to serve our customers with the newest industry regulations. We use the written agreements we have with our subcontractors to ensure they are adhering to New York State Education Law 2-d.*]

Duration of MLSA and Protected Data Upon Expiration:

The MLSA commences on [July 1, 2023] and expires on [June 30, 2026].

Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.

In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.

Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

EXHIBIT E

ParentSquare School Agreement

This School Agreement describes the terms and conditions of the services offered by ParentSquare, Inc. (“ParentSquare”, “we”, “us” or “our”) accepted by School (as defined below).

The entire agreement between the parties consists of (1) this School Agreement, (2) the Order Form, and (3) any separate written agreement signed by the parties (collectively, the “Agreement”).

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form. In the event of any conflict between this School Agreement and the Order Form, the Order Form will prevail. In the event of any conflict between this School Agreement and any separate written agreement signed by the parties, the separate written agreement will govern to the extent of the contradiction.

1. Definitions

In addition to the terms defined in the body of this School Agreement, the following terms have the following meanings:

“Applicable Laws” means all laws, statutes, rules and regulations that are applicable to the provision or use of School Data or the use of the Subscription Service.

“Non-ParentSquare Applications” means any software, subscription service or other application that interoperates with the Subscription Service, whether provided by you or a third party. Non-ParentSquare Applications do not include any software, subscription service or other application that we provide as part of the Subscription Service.

“Order Form” means the order form that is executed by the parties and that references this School Agreement.

“Privacy Policy” means the ParentSquare Privacy Policy found at <https://www.parentsquare.com/privacy/>.

“School”, “you” or “your” means the school, school district or organization that will be using the Subscription Service. If you are a school district, then the term “School” includes all schools that are members of the school district and served by the school district that will be using the Subscription Service.

“School Data” means all data, including all personal information about Users, as described in the Privacy Policy, that is provided to ParentSquare by, or on behalf of, School through School’s use of the Subscription Service.

“Service(s)” means the Subscription Service and all other products, installation, professional development services, support services, training services, and other services and applications made available by us from time to time that are paid for by you.

“Subscription Service” means the school-home communications platform(s) offered by us on a subscription basis through our website or mobile application.

“Subscription Term” means the initial term of your subscription to the Subscription Service, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

“Terms of Use” means the ParentSquare Terms of Use found at <https://www.parentsquare.com/terms/>.

“Users” means your administrators, staff and teachers, your students and parents and/or guardians, and any other persons whom you allow to use the Subscription Service.

2. Services

2.1 Service Activation. The Subscription Service will start at the beginning of the Subscription Term. We may provide you onboarding Services to activate your subscription, and you will cooperate with us in completing the onboarding Services.

2.2 Access to Subscription Service. During the Subscription Term, we will provide you and your Users access to use the Subscription Service on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Use. We may make reasonable changes to the Subscription Service from time to time.

2.3 Support and Availability. During the Subscription Term, we will provide you with standard support for the Subscription Service at no additional charge, and will use our reasonable efforts to keep the Subscription Service available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which we will use our reasonable efforts to conduct outside of normal school hours to minimize disruption.

2.4 Safeguards. During the Subscription Term, we will maintain reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of the Subscription Service, including reasonable data backups. We will not be liable for any liabilities arising from your or your Users’ use of the Subscription Service over the Internet or other networks outside our control.

2.5 General Use. You will ensure that all access and use of the Subscription Service by you and your Users is subject to and in compliance with the Agreement and the Terms of Use.

2.6 Accuracy of School Data. During the Subscription Term, you will use your best efforts to provide us with complete and accurate School Data. We will not be liable for any damages resulting from incorrect or incomplete School Data. You will also be responsible for adding any content for use with the Subscription Service.

2.7 Compliance with Applicable Laws. You represent, warrant and covenant that (a) you are and will remain in compliance with the Children’s Online Privacy Protection Act (“COPPA”) and the Family Educational Rights and Privacy Act (“FERPA”), if applicable, and consistent with COPPA, we rely on your consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Service, (b) your disclosure of any information to ParentSquare, and our use of such information subject to the restrictions of the Agreement, does not and will not violate any Applicable Law, including COPPA and FERPA, (c) you are and will remain in compliance with all Applicable Laws pertaining to third party copyright or trademark rights, including as to any text, graphics, photos or other material that you might upload or transmit through the Subscription Service, and (d) you have met all contractual, regulatory and legal requirements in providing, and using, School Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable), and we will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees.

2.8 Other Restrictions. You may not (a) make the Subscription Service available to, or use the Subscription Service for the benefit of, anyone other than Users, (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent or lease the Subscription Service, include the Subscription Service in a service bureau or outsourcing offering, or make the Subscription Service available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Service or its related systems or networks, (d) permit direct or indirect access to or use of the Subscription Service in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Service, (e) copy the Subscription Service or any part, feature, function or user interface thereof, (f) use the Subscription Service to submit, collect, transmit, process or store any protected health information (as defined in the US Health Information Portability and Accountability Act), or (g) use the Service to distribute text messaging “spam,” bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages.

2.9 Non-ParentSquare Applications. We are not responsible for the operation or non-operation of the Non-ParentSquare Applications, and do not guarantee the continued availability of the Non-

ParentSquare Applications or the continued interoperation of the Non-ParentSquare Applications with the Subscription Service. By linking any Non-ParentSquare Applications with the Subscription Service, you authorize us to provide or receive School Data with such Non-ParentSquare Applications provider, in each case solely as necessary for the interoperation of Non-ParentSquare Applications with the Subscription Service. We are not responsible for any use, transmission or loss of any School Data caused by any actions or omissions of you or the Non-ParentSquare Applications provider.

3. Changes to this School Agreement

We may make changes to this School Agreement, the Privacy Policy or the Terms of Use from time to time. If we make a material (determined by us at our discretion) change to this School Agreement, the Privacy Policy or the Terms of Use, we will inform you by email or notification on our website. If the change has a material adverse impact on you and you do not agree to the change, you must notify us in writing within forty-five (45) days after receiving notice of the change. If you notify us as required, then you will remain governed by the terms you had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under our then-current School Agreement, Privacy Policy or Terms of Use, as applicable, unless otherwise agreed by the parties.

4. Intellectual Property Rights

4.1 Ownership. As between the parties and except for the right to use the Subscription Service granted by the Agreement, (a) you retain all right, title and interest, including all related intellectual property rights, in and to School Data, and (b) we retain all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Service and any work product developed by us under the Agreement. We retain all rights not expressly granted to you in the Agreement.

4.2 License Grant. Solely as necessary to fulfill our obligations and exercise our rights under the Agreement, you hereby grant to us a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use School Data. Subject to the restrictions described in the Privacy Policy, we may share School Data with third parties in order to maintain and operate the Subscription Service.

4.3 Feedback. If you provide us with any suggestions, information, ideas or other feedback concerning Subscription Service, we may use such feedback in perpetuity without obligation to you.

4.4 Domain Names. You are responsible to maintain ownership of your domain name(s), including any renewals. Upon your request, we will assist in the registration request. You are also responsible to abide by the terms and conditions of the domain name registry, including any domain name dispute policy.

5. Fees and Payment

5.1 Fees. You will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Service purchased and the enrollment metrics specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by You), (c) the purchased Service cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.

5.2 Fees Increases. Due to factors such as inflation and product improvements, we may increase the overall or per unit fees for the Subscription Service by five percent (5%) for each annual period, or change the basis for the calculation of such fees. We will communicate any such increase or change to you no later than sixty (60) days prior to the end of the then-current term. In addition, if you pay us a flat rate based on a maximum number of students and you subsequently exceed that number of students, we may convert your payment structure to a per student rate and you will pay the then-current per student rate beginning at the next annual period of your subscription.

5.3 Payment. All amounts payable by you will be paid via electronic funds transfer (ACH, EFT or wire), check or credit card forty-five (45) days from the date of invoice. You will pay a three percent (3%) convenience fee on all credit card payments. You will pay interest on all past due amounts at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. If any part of an invoice is in dispute, you agree to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, and if you do not, you will be deemed to agree to such charges.

5.4 Taxes. You are responsible for the payment of all taxes (other than taxes on our net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.5 Fees for Guest Users.

(a) Guest Users with Phone Numbers: You will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of School's contracted student enrollment. Beyond the free threshold, you will be billed annually in the amount of \$300 (three hundred dollars) per thousand (1,000) guest users with phone numbers, rounded up to the nearest thousand (1,000),

postpaid and invoiced annually. (b) Guest Users with Email: The number of free guest accounts with email is limited to ten times (10x) School's annual contracted student enrollment. If you exceed this usage limit, we may work with you to seek to reduce your usage so that it conforms to this limit. If, notwithstanding our efforts, you are unable or unwilling to abide by this usage limit, you will execute an Order Form for additional quantities of guest users with email promptly upon our request, and/or pay any invoice for excess usage.

6. Term and Termination

6.1 Term. The Agreement will initially remain in effect for the term set forth in the Order Form. After any such pilot or initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term (each known as a "Renewal Term"), unless a different renewal term is agreed upon by the parties or unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

6.2 Termination by Us. We may terminate the Agreement if you have not paid any applicable fee for any Services, or if you materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach.

6.3 Termination by You. You may terminate the Agreement if we materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach. If you terminate for our material uncured breach, you will be entitled to a refund of your fees paid prorated for the remaining portion of the then-current term. You may also terminate the Agreement at any time for convenience, provided that you will be obligated to pay for any Services for the then-current term, including for any Services not yet provided.

6.4 Return or Destruction. We will destroy or return all School Data within sixty (60) days of the expiration or termination of the Agreement, unless otherwise required by law or we receive your request in writing that we retain certain School Data for a specific longer period of time. If you request a longer period of time, we will enter into a special data retention agreement, and there will be a fee for this Service.

6.5 Effect of Termination. The definitions in the Agreement, and the rights, duties and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any termination or expiration of the Agreement.

7. Disclaimer of Warranties

You acknowledge that the Subscription Service is based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and

third party service outages. Accordingly, the Services are provided to you “AS IS” and without warranty of any kind, whether express, implied, statutory or otherwise, and we disclaim and exclude, to the maximum extent permitted by law, all other warranties, whether express, implied, statutory or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title and satisfactory quality.

8. Limitation of Liability

In no event will either party be liable under the Agreement for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with the use of the Subscription Service or anything provided in connection with the Agreement, the delay or inability to use the Subscription Service or anything otherwise arising from the Agreement, and in no event will either party’s maximum aggregate liability arising from or relating to the Agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), exceed fees paid or payable to us by you in the twelve (12) month period immediately preceding the event giving rise to liability.

9. Publicity

You agree that we may include School’s name or brand features, including School’s name and logo, in a list of ParentSquare customers, either online or in promotional materials. You also agree that we may verbally reference School as a ParentSquare customer.

10. General Provisions

10.1 Governing Law and Venue. Unless the laws governing School require otherwise, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Santa Barbara County, California, will have non-exclusive jurisdiction in respect of disputes arising in connection with the Agreement. The United Nations Convention for the International Sale of Goods shall not apply.

10.2 Severability. If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of the Agreement will continue in full force and effect.

10.3 Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment,

franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.4 Non-exclusive Agreement. The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

10.5 High Risk and Force Majeure. You acknowledge that the Subscription Service is not designed or intended for use in high-risk activities, or in any situation where damage or injury could result if an error occurred. Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications, hosting or service provider.

10.6 Modification and Waiver. Except as provided in Section 3 (Changes to this School Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

10.7 Construction. The word "including" shall be construed as meaning "including without limitation." The section headings appearing in this School Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

10.8 Counterparts and Electronic Signature. The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, shall be sufficient to bind the parties to the terms and conditions of the Agreement.