

Parsec Education - Service Agreement

Primary Contact Information

Client		Parsec Education, Inc.	
Client Legal Name ("Client")	Bridges Charter Academy	Company Name	Parsec Education, Inc.
Primary Contact, Title	Kelly R. Simon, PhD	Primary Contact	Babatunde Ilori
Billing / Payment Address	1335 Calle Bouganvilla	Billing Address	736 Fulton Street Ste 223
City / State / Zip	Thousand Oaks 91360	City / State / Zip	Fresno, CA 93721
E-mail	kelly.simon@bridgescharter.org	E-mail	babatunde@parseceducation.com
Phone	(805) 492-3569	Phone	(559) 753-4529

Description of Services and Fees

List of Licenses and Services	Fees	
License(s): <input checked="" type="checkbox"/> ParsecGO+ <input checked="" type="checkbox"/> ParsecPRO Service(s): Custom Service(s): <input type="checkbox"/> <ul style="list-style-type: none"> • Consultation (optional) <ul style="list-style-type: none"> ◦ \$300/hr with Principal Data Scientist ◦ \$250/hr with Senior/ Data Scientists 	Effective Date:	7/1/2023
	Termination Date:	6/30/2024
	License Fee:	\$2,500.00
	ParsecGO+ (270 students)	\$1,620.00
	ParsecPRO	\$1,500.00
	Service Fee(s):	
Total:		\$5,620.00

Details and Other Terms & Conditions

- **ParsecGO**
 - State assessment analysis tool
 - Trend analysis reports
 - County, school, district comparison
 - Longitudinal overview reports
 - Student group analysis reports
 - Growth analysis reports

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- **ParsecGO+**

- Annual Base: \$2,500
- CA School Dashboard Filters
- Cloud-based Data Warehouse
- Student Enrollment
 - Historical Enrollment Analysis
 - Percentage Breakdown
- State Assessment
 - Overall
 - Claim Areas
 - Distance From Standard
 - Trend Analysis
 - Spread Analysis
 - Enrollment Length
 - Growth Model
- Local Assessment
 - Overall
 - By Race/Ethnicity
 - By Student Group
 - Trend Analysis
 - Growth Analysis
 - Correlation Analysis (3rd-6th)
 - Correlation Analysis (MS & HS)
- Graduation Rate
 - Overall
 - By Outcome
 - Student List
- ELPAC/CAST
 - Overall
 - Trend
 - Student List
- \$6 per student fee

- **ParsecPRO**

- State assessment presentation-ready reports
- English, Spanish, and Hmong translations available
- User-friendly online viewing platform (public or password protected)
- Compare up to 4 reports simultaneously
- High-quality data visualizations
- Full-screen presentation mode capabilities

- **Multiple Measures Report Card**

- The Multiple Measures Report Card is an individualized student report presenting a 360 view of a child's complete educational experience
 - Modular for easy customization
 - Comprehensive data storytelling
 - Optimized turnaround time
 - Parent-friendly data visuals
 - Can include: grades, state test results, local test results, language tests, reading tests, attendance and behavior

- **Power Standards for Teachers**

- "How much time and effort should I devote to teaching a standard?" "What should I assess, and how do I assess it?" These three critical questions are essential to curriculum, instruction, and assessment design, and how we answer them not only determines the entire arc of the school year but touches each student individually. Data is where we look to find the answers to these all-important questions. However, unless that data corresponds with the current standard of measurement (state tests), the information is potentially misguided or irrelevant. In an age where an educator's time is more precious than ever, we want to provide teachers with a clear, definitive road-map for how to find those answers.
- The Power Standards training module aims to do just that by precisely explaining how students are assessed and highlighting what type of knowledge is tested on their state tests. We have studied one of the most commonly implemented state tests in California in detail and worked on summarizing and condensing that knowledge down to a few pages per grade level. We have also created a proprietary algorithm that identifies standards that are more likely to be assessed on a state test. With access to this data, you can make more informed decisions on just how much time and attention to devote to each topic.
- \$175 per teacher

- **Authentic Insights: Tailored Evaluation & Consultation for LCAP and SPSA Success**

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- We provide tailored consultative services to schools and districts seeking support in evaluating the effectiveness of actions outlined in the Local Control Accountability Plan (LCAP) or School Plan for Student Achievement (SPSA). Our unique "street data" approach emphasizes an authentic process that goes beyond standard metrics, allowing educational partners to develop a deeper understanding of their initiatives and make data-driven decisions for improvement.
 - \$3,500 per session, \$9,500 for 3 sessions per year (travel/lodge fees are additional)
- **Data Capacity Support**
 - Parsec Education offers data system and analysis coaching services to help you maximize your data capacity and expertise across the district.
 - Coaching Goals:
 - Identifying key data sources
 - Standardizing data architecture across the district
 - Strengthening the data collection, cleansing, and storage process
 - Establishing routine data quality checks
 - Consolidating your data
 - Creating automated procedures
 - Identifying key systemic issues through data review and reflection
 - Refining the return-on-investment analysis
 - Learning industry-leading data visualization techniques and methods
 - Engaging your stakeholders with data materials
 - Crafting a compelling data story/presentation
 - \$3,500 per session (travel/lodge fees are additional)
- **Street Data Capacity Building**
 - Parsec Education offers street data capacity building sessions where participants will be able to define street data, describe various methods for collecting street data, and identify at least one way to incorporate street data into their educational practice.
 - \$3,500 per session (travel/lodge fees are additional)
- **Space Station**
 - Reserve our Partner Summit room for a half day or full day
 - Through our Partner Summits, we work with you to identify top areas of focus and guide you in tackling your data head-on
 - Our space comfortably seats 25-30 people
 - Lunch provided
 - \$5,000 for full-day, \$3,500 for half-day
- **ParsecPRO+**
 - Due to the custom nature of Parsec PRO+, please contact us or schedule a demo to inquire about pricing. Our pricing is intentionally designed to be affordable for school districts and charter schools of any size.

Agreement

The agreement by and between the Client and Parsec Education consists of this Service Order and the Terms and Conditions attached to the Service Order.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:
Kelly R. Simon, PhD

Date:

DocuSigned by:
Parsec Education Signature:
Babatunde Ilori

Print Name, Title:
Babatunde Ilori, CEO

Date: 6/8/2023

Terms and Conditions

1 RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates

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1.1 Parsec Education's Proprietary Technologies and Design Templates. Subject to the terms and conditions of this Agreement, Parsec Education hereby grants Client the limited, non-exclusive, non-transferable, non-sub-licensable right to access and use Parsec Education's proprietary technologies and design templates during the Term solely for Client's use (including use by Client's students and staff, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to Parsec Education's proprietary technologies and design templates: (a) Client will not provide access to Parsec Education's proprietary technologies and design templates to any person who is not an employee or contractor of Client or an Authorized User. (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of Parsec Education's proprietary technologies and design templates; (ii) modify, translate or create derivative works based on Parsec Education's proprietary technologies and design templates; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on Parsec Education's proprietary technologies and design templates; (iv) use Parsec Education's proprietary technologies and design templates for time sharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to Parsec Education's proprietary technologies and design templates or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Parsec Education or its suppliers on Parsec Education's proprietary technologies and design templates.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into Parsec Education's proprietary technologies and design templates that identifies Client or its students and staff (including Authorized Users), and (b) any other data and content provided by Client or Authorized Users to Parsec Education or input into Parsec Education's proprietary technologies and design templates. Client hereby grants to Parsec Education a non-exclusive, worldwide, royalty-free, fully paid up, sub-licensable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Parsec Education's obligations under this Agreement, as long as it does not violate 20 U.S.C. 1232g - Family Educational and Privacy Rights; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights; and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner, in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights. Client reserves any and all right, title, and interest in and to the Client Data other than the licenses therein expressly granted to Parsec Education under this Agreement.

2.2 Parsec Education Ownership. Parsec Education retains all right, title, and interest in and to Parsec Education's proprietary technologies and design templates AND general design, algorithm, and final product of custom-built data analytics tools and report builders, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Parsec Education grants no and reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to Parsec Education's proprietary technologies and design templates.

2.3 Feedback. The Client may, from time to time, provide suggestions, comments for enhancements or functionality, or other feedback ("Feedback") to Parsec Education with respect to Parsec Education's proprietary technologies and design templates. Parsec Education has full discretion to determine whether to proceed with the development of the requested enhancements, features, or functionality. Client hereby grants Parsec Education a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of Parsec Education's proprietary technologies and design templates and notify Parsec Education promptly of any such unauthorized access or use, and (b) use Parsec Education's proprietary technologies and design templates only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Parsec Education will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program

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includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Parsec Education to perform any part of the services hereunder

2.6 Privacy Policy. Parsec Education cares deeply about privacy, and we recognize that it is vital to the educators, students, and other clients we serve. Please see our Privacy Policy at <https://www.parseceducation.com/pages/student-privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Parsec Education will make reasonable efforts to destroy or otherwise render Client Data inaccessible and no longer available for any future usage.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, the Client will pay a minimum of 50% of all fees within thirty (30) days of signing the service agreement and invoice date. The remaining 50% of fees will need to be paid within (90) days of signing the service agreement and invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Parsec Education within thirty (30) days from the time such payment is due, Parsec Education may suspend access to Parsec Education's proprietary technologies and design templates until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Parsec Education hereunder are exclusive of any sales, use and other taxes or duties, however, designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). The Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Parsec Education. The Client will not withhold any Taxes from any amounts due to Parsec Education.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of Parsec Education's proprietary technologies and design templates and all rendered services up to and including the last day on which Parsec Education's proprietary technologies and design templates are provided. Upon any termination of this Agreement for any reason, Parsec Education may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on Parsec Education's proprietary technologies and design templates or on Parsec Education's network. Upon receiving notice to delete any Client Data stored or otherwise archived, Parsec Education will delete the Client Data within (3) days. Upon termination of this Agreement, all rights granted hereunder and all obligations of Parsec Education to provide Parsec Education's proprietary technologies and design templates will immediately terminate and Client will (a) cease use of Parsec Education's proprietary technologies and design templates; and (b) return or destroy all other copies or other embodiments of Parsec Education's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. All information that may not be marked as confidential should be maintained as private information in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights.

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5.2 Parsec Education's Confidential Information includes, without limitation, Parsec Education's proprietary technologies and design templates and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisors (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Parsec Education's proprietary technologies and design templates ARE PROVIDED ON AN "AS-IS" BASIS AND Parsec Education DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR

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OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 GENERAL CAP ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO Parsec Education UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Parsec Education, Except for liability for which Client is responsible under Section

7.5, Parsec Education will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorney's fees) arising from any third party claim, demand or allegation that the use of Parsec Education's proprietary technologies and design templates in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Parsec Education will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of Parsec Education's proprietary technologies and design templates by any party other than Parsec Education without Parsec Education's express consent; (b) the combination, operation, or use of the Parsec Education with other product(s), data or services not provided by Parsec Education where the Parsec Education's Proprietary Technologies and Design Templates would not by itself be infringing; or (c) unauthorized or improper use of Parsec Education's proprietary technologies and design templates. If the use of Parsec Education's proprietary technologies and design templates by Client has become, or in Parsec Education's opinion is likely to become, the subject of any claim of infringement, Parsec Education may at its option and expense (i) procure for Client the right to continue using Parsec Education's proprietary technologies and design templates as set forth hereunder; (ii) replace or modify Parsec Education's proprietary technologies and design templates to make it non-infringing so long as Parsec Education's proprietary technologies and design templates have at least equivalent functionality; (iii) substitute an equivalent for Parsec Education's proprietary technologies and design templates or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. Section 7.4 states Parsec Education's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party. 7.5 Indemnification by Client. Client will indemnify, defend and hold Parsec Education and the officers, directors, agents, and employees of Parsec Education ("Parsec Education Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Parsec Education Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of Parsec Education's proprietary technologies and design templates in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Parsec Education Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceedings against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense, and the Indemnified Party will have the right to participate fully, at its own expense, in defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of Parsec Education's proprietary technologies and design templates or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or

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authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement, including the Service Order, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. The Client acknowledges that any unauthorized use of Parsec Education's proprietary technologies and design templates will cause irreparable harm and injury to Parsec Education for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Parsec Education will be entitled to injunctive relief in the event Client uses Parsec Education's proprietary technologies and design templates in violation of the limited license granted herein or uses Parsec Education's proprietary technologies and design templates in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without the prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Parsec Education may identify Client and the relationship between Parsec Education and Client in Parsec Education's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the state of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement each party submits to the exclusive jurisdiction of the state and federal courts located in Fresno, California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

9 DATA SHARING

Parsec Education will receive student-level state and local test scores and student/staff non-academic data and will use the data to analyze the results and generate summary reports at the request of the Client.

To initiate the project, the Client will share the Personally Identifiable Information (PII) with Parsec Education. The specific data sets to be provided are as follows:

[Student Name, Student Local ID, Student State ID, Date of Birth, Gender, Race/Ethnicity, Age, Program Participation Indicator, Email Address, Home Address, Grade Level, Parent/Guardian Name]

Client shall retain the right to disclose de-identified student data in place of PII.

Parsec Education agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and applicable state law. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share the PII in a manner not allowed under Federal or state law or regulation.

The Project will be conducted in a manner that does not permit the personal identification of parents and students by anyone other than representatives of Parsec Education with legitimate interests. Client has a right to review any report and final materials derived from the disclosed PII prior to publication to verify the use of proper disclosure avoidance techniques and the confidentiality of PII.

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Parsec Education shall employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the data, the Parsec Education shall establish a system of safeguards that includes, but is not limited to, the following requirements:

- (i) Procedures and systems that ensure all PII provided by Client are kept in secured facilities and access to such PII is exclusively limited to authorized personnel.
- (ii) Procedures and systems that shall require the use of secure passwords to access the PII.
- (iii) Procedures and systems, such as good practices for assigning passwords shall be developed and implemented to maintain the integrity of the PII.
- (iv) Procedures and systems that ensure that all PII is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- (v) PII shall not be transferred or stored on mobile devices (such as smartphones, tablets) or removable storage media.
- (vi) All Parsec Education staff with access to PII shall be subjected to a criminal background check and have no record of any felony convictions or convictions of offenses involving moral turpitude. Any exceptions to this requirement must be approved in advance in writing by Client.
- (vii) All Parsec Education staff with access to PII shall execute affidavits of nondisclosure indicating their individual agreement to comply with the requirements of FERPA in the handling of the PII.

In the event of an unauthorized release of PII, including the breach of any of Parsec Education's security obligations, or any other event requiring notification under applicable law, Parsec Education agrees to:

- Immediately notify Client of such event within 72 hours of discovery; and
- Cooperate with Client to inform all such individuals in accordance with applicable laws; and
- Indemnify, hold harmless and defend Client and its directors, officers, and employees from and against any claims, damages, fees or other harm related to such a data breach.

Parsec Education agrees to use the PII for only the purposes of the Project as specified in this Agreement. Nothing in the Agreement shall be construed to authorize Parsec Education to have access to additional data from Client that is not included in the scope of the Agreement or to govern access to the PII by entities other than the Parties. Parsec Education shall not disclose the PII received under the Agreement with any other entity without prior written approval from Client. Parsec Education understands that the Agreement does not convey ownership of the PII to Parsec Education. Parsec Education acknowledges and agrees that, as between Parsec Education and Client, the PII continues to be the sole and exclusive property and under the direct control of Client and that Parsec Education's use of the PII is subject to the control and discretion of the Client.

Parsec Education shall not redisclose the PII disclosed under the Agreement except as authorized by FERPA. Parsec Education further agrees to not disclose PII obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity for any other reason. Client has the right to audit and/or monitor Parsec Education's policies, procedures and systems to ensure compliance with FERPA.

Within thirty (30) days after termination of this Agreement, Parsec Education will destroy all PII in written, electronic or other tangible form, computer memory, and any hard copy records and shall purge any copies of the PII from its computer systems. Parsec Education agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue using or accessing the PII obtained under the Agreement upon the termination of the Agreement and the Project described herein. Nothing in this Agreement authorizes Parsec Education to maintain the PII beyond the time period needed to complete the Project.

The terms of this Agreement shall remain in effect until the termination date of the Agreement; Either party may terminate this Agreement by giving the other party notice in writing specifying the date of such termination, which shall be not less than 60 days after the date of receipt of such notice.

Parsec Education will not sell PII. Parsec Education will not use or disclose student information collected through the Project (whether personal information or otherwise) for behavioral targeting of advertisements to students. Parsec Education will not build a personal profile of a student other than as necessary for completion of the Project.