CENTER FOR RESPONSIVE SCHOOLS

Center For Responsive
Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

PO 213259 (handwritten)

Invoice

#INV70563

7/20/2023
TOTAL

$9,750.00

Bill To
Jennifer Benko
Chagrin Falls Exempted Village Schools
400 E Washington St
Chagrin Falls OH 44022
United States

Ship To
Jennifer Bencko
Chagrin Falls Exempted Village Schools
400 East Washington Street
Chagrin Falls OH 44022
United States

Acct. No.	PO #	Terms	Due Date
6VP7VP	Pending	Net 30	8/19/2023

Curriculum Start Date	Curriculum End Date
8/1/2023	8/1/2024

Quantity	Item	Rate	Amount
0.25	Grade K: Fly Five 3 Year License	$2,700.00	$675.00
0.5	Grade 1: Fly Five 3 Year License	$2,700.00	$1,350.00
0.5	Grade 2: Fly Five 3 Year License	$2,700.00	$1,350.00
0.5	Grade 3: Fly Five 3 Year License	$2,550.00	$1,275.00
0.5	Grade 4: Fly Five 3 Year License	$2,550.00	$1,275.00
0.5	Grade 5: Fly Five 3 Year License	$2,550.00	$1,275.00
0.25	Grade 6: Fly Five 3 Year License	$2,550.00	$637.50
0.5	Grade 7: Fly Five 3 Year License	$2,550.00	$1,275.00
0.25	Grade 8: Fly Five 3 Year License	$2,550.00	$637.50

Subtotal	$9,750.00
Discount	
Tax Total (%)	$0.00
Shipping Cost	
Total	**$9,750.00**
Amount Due	**$9,750.00**

Memo: Fly Five Curriculum - Year 3 of 3

001 1100 520 0000 [handwritten, illegible] 00105

CENTER FOR RESPONSIVE SCHOOLS

Center For Responsive Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

[handwritten] Pd# 20 9/15

Invoice
#INV57794
8/9/2022

Bill To
Jennifer Benko
Chagrin Falls Exempted Village Schools
Attn: Diane Santucci
Chagrin Falls OH 44022
United States

Ship To
Jennifer Benko
Chagrin Falls Exempted Village Schools
400 East Washington Street
Chagrin Falls OH 44022
United States

TOTAL
$9,000.00

Acct. No.	PO #	Terms	Due Date
6VP7VP	Pending	Due on receipt	8/9/2022

Curriculum Start Date	Curriculum End Date
8/1/2022	8/1/2023

Quantity	Item	Rate	Amount
0.25	**Grade K: Fly Five 3 Year License**	$2,700.00	$675.00
0.5	**Grade 1: Fly Five 3 Year License**	$2,700.00	$1,350.00
0.5	**Grade 2: Fly Five 3 Year License**	$2,700.00	$1,350.00
0.5	**Grade 3: Fly Five 3 Year License**	$2,550.00	$1,275.00
0.5	**Grade 4: Fly Five 3 Year License**	$2,550.00	$1,275.00
0.5	**Grade 5: Fly Five 3 Year License**	$2,550.00	$1,275.00
0.25	**Grade 6: Fly Five 3 Year License**	$2,550.00	$637.50
0.5	**Grade 7: Fly Five 3 Year License**	$2,550.00	$1,275.00
0.25	**Grade 8: Fly Five 3 Year License**	$2,550.00	$637.50
5	**Fly Five Year 1 Shipping: K-2**	$90.00	$450.00
10	**Fly Five Year 1 Shipping: 3-8**	$50.00	$500.00
	Buy 5 Get 1 Free - Fly Five	$(1,700.00)	$(1,700.00)

[handwritten] Submitted: 10:20am 9/6

Subtotal		$9,000.00
Discount		
Tax Total (%)		$0.00
Shipping Cost		$0.00
Total		**$9,000.00**
Amount Due		**$9,000.00**

Memo: Fly Five Curriculum Year 2 - Chagrin Falls Exempted Village Schools
Note: See Contract for Billing Summary

INV57794

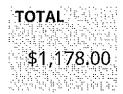*PO# 20/43 1* (handwritten)

CENTER FOR RESPONSIVE SCHOOLS

Center For Responsive Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

Invoice
#INV50312
01/26/2022

Bill To

Chagrin Falls Exempted Village Schools
Attn: Diane Santucci
Chagrin Falls OH 44022
United States

Ship To

Jennifer Benko
Chagrin Falls Exempted Village Schools
400 East Washington Street
Chagrin Falls OH 44022
United States

TOTAL

$1,178.00

Acct. No.	PO #	Terms	Due Date
6VP7VP	Pending	Due on receipt	01/26/2022

Curriculum Start Date	Curriculum End Date
08/01/2021	06/30/2022

Quantity	Item	Rate	Amount
16	**10940-CUR-CRSE** 10940-CUR-CRSE	$20.00	$320.00
22	**10140-CUR-CRSE** 10140-CUR-CRSE	$18.00	$396.00
14	**10240-CUR-CRSE** 10240-CUR-CRSE	$14.00	$196.00
8	**10340-CUR-CRSE** 10340-CUR-CRSE	$14.00	$112.00
15	**10440-CUR-CRSE** 10440-CUR-CRSE	$14.00	$210.00
3	**10540-CUR-CRSE** 10540-CUR-CRSE	$14.00	$42.00
5	**10640-CUR-CRSM** 10640-CUR-CRSM	$14.00	$70.00

Subtotal	$1,346.00
Discount	$(168.00)
Tax (0%)	$0.00
Total	$1,178.00
Amount Due	$1,178.00

Memo: Fly Five Student Journals Chagrin Falls Exempted Village Schools; Partner Discount due to returned books (12X 8th grade Student Journal)

Note: See Contract for Billing Summary

INV50312

CENTER
FOR RESPONSIVE
SCHOOLS

Center For Responsive Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

Invoice
#INV50338
1/27/2022

Bill To

Jennifer Benko
Chagrin Falls Exempted Village Schools
Attn: Diane Santucci
Chagrin Falls OH 44022
United States

Ship To

Jennifer Benko
Chagrin Falls Exempted Village Schools
400 East Washington Street
Chagrin Falls OH 44022
United States

TOTAL

$22,135.00

Acct. No.	PO #	Terms	Due Date
6VP7VP	206418	Due on receipt	1/27/2022

Curriculum Start Date	Curriculum End Date
8/1/2021	6/30/2022

Quantity	Item	Rate	Amount
0.5	Grade K: Fly Five 3 Year License	$2,700.00	$1,350.00
1	Grade 1: Fly Five 3 Year License	$2,700.00	$2,700.00
1	Grade 2: Fly Five 3 Year License	$2,700.00	$2,700.00
1	Grade 3: Fly Five 3 Year License	$2,550.00	$2,550.00
1	Grade 4: Fly Five 3 Year License	$2,550.00	$2,550.00
1	Grade 5: Fly Five 3 Year License	$2,550.00	$2,550.00
0.5	Grade 6: Fly Five 3 Year License	$2,550.00	$1,275.00
1	Grade 7: Fly Five 3 Year License	$2,550.00	$2,550.00
0.5	Grade 8: Fly Five 3 Year License	$2,550.00	$1,275.00
25	Grade K: Student Journal 10940-CUR-CRSE	$20.00	$500.00
38.5	Grade 1: Student Journal 10140-CUR-CRSE	$18.00	$693.00
24.5	Grade 2: Student Journal 10240-CUR-CRSE	$14.00	$343.00
49	Grade 3: Student Journal 10340-CUR-CRSE	$14.00	$686.00
31	Grade 4: Student Journal 10440-CUR-CRSE	$14.00	$434.00
32	Grade 5: Student Journal 10540-CUR-CRSE	$14.00	$448.00
56	Grade 6: Student Journal 10640-CUR-CRSM	$14.00	$784.00
32	Grade 7: Student Journal 10740-CUR-CRSM	$14.00	$448.00

INV50338

CENTER FOR RESPONSIVE SCHOOLS

Center For Responsive Schools, Inc.
85 Avenue A
P O Box 718
Turners Falls, MA 01376
United States

Invoice
#INV50338
1/27/2022

Quantity	Item	Rate	Amount
53.5	**Grade 8: Student Journal** 10840-CUR-CRSM	$14.00	$749.00
1	**Shipping**	$950.00	$950.00

Subtotal	$25,535.00
Discount	$(3,400.00)
Tax (0%)	$0.00
Total	$22,135.00
Amount Due	**$22,135.00**

Memo: Fly Five Curriculum Chagrin Falls Exempted Village Schools; CM5935 (Incorrect amount on original Invoice)

Note: See Contract for Billing Summary

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

PANORAMA
EDUCATION

Invoice
#INV12151
7/1/2024

PO 215187

TOTAL

$23,250.00

Due Date: 7/31/2024

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH 44022
United States

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	7/31/2024		Kotsko, Kaitlin		

Description	Amount
Ongoing integration of [SIS] & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics	$5,400.00
Ongoing integration of [ASSESSMENT 1], [ASSESSMENT 2] [ASSESSMENT 3], and [STATE ASSESSMENT] into Student Success platform	$3,150.00
Access to Behavior reporting and incident data in Student Success. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location.	$1,800.00
* Intervention tracking	$3,150.00
* Family Surveys	$2,250.00
* Student Surveys	$4,500.00
* Teacher & Staff Surveys	$2,250.00
Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; facilitation of 1 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	$750.00

Subtotal	$23,250.00
Tax (0%)	$0.00
Total	$23,250.00

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank

INV12151

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

PANORAMA EDUCATION

Invoice
#INV12151
7/1/2024

Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3302719705

INV12151

PANORAMA
EDUCATION

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

PO 2\2\00

Invoice
#INV10268
7/1/2023

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH 44022
United States

TOTAL
$23,250.00
Due Date: 7/31/2023

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	7/31/2023		kkotsko@panoramaed.com		

Description	Amount
	$9,000.00
Panorama Platform License Fee: Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Student, parent, and staff surveys. • Social-emotional learning measures. • Community survey	
	$13,500.00
Panorama Platform License Fee: Student Success	
	$750.00
Virtual Professional Development (90 Minutes)	

Subtotal	$23,250.00
Tax (0%)	$0.00
Total	**$23,250.00**

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3302719705

INV10268

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Invoice
#INV7860
4/29/2022

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH 44022
United States

TOTAL
$22,395.84
Due Date: 5/29/2022

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	5/29/2022		kvigneault@panoramaed.com		

Description	Amount
	$12,094.00
Panorama Platform License Fee: Student Success	
	$750.00
Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; custom design and facilitation of 2 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	
	$5,270.84
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. * Student surveys * Teacher/staff surveys * Family surveys * Community surveys	
	$4,281.00
Panorama Platform License Fee: Student Success	

Subtotal	$22,395.84
Tax (0%)	$0.00
Total	**$22,395.84**

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S

INV7860

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

ABA / Routing Number: 121140399
Account Number: 3302719705

INV7860

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Invoice
#INV5942
3/24/2021

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH
United States

TOTAL

$12,844.00

Due Date: 4/23/2021

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	4/23/2021		Mack, Genevieve		

Description	Amount
Panorama Platform License Fee: Student Success	$12,094.00
Panorama Support	$750.00
Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; custom design and facilitation of 2 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	

	Subtotal	$12,844.00
	Tax (0%)	$0.00
	Total	**$12,844.00**

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3302719705

INV5942

PANORAMA
EDUCATION

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Invoice
#INV5523
11/9/2020

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH
United States

TOTAL
$7,906.25
Due Date: 12/9/2020

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	12/9/2020				

Description	Amount
	$5,906.25
Panorama Platform License Fee: Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Student, parent, and staff surveys. • Social-emotional learning measures. • Community survey	
	$2,000.00
Standard Support Package	

	Subtotal	$7,906.25
	Tax (0%)	$0.00
	Total	**$7,906.25**

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3302719705

PANORAMA EDUCATION

Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Invoice
#INV4332
12/2/2019

Bill To

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls OH
United States

TOTAL
$7,906.25
Due Date: 1/1/2020

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	1/1/2020				

Description	Amount
	$5,906.25
Panorama Platform License Fee: Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Student, parent, and staff surveys. • Social-emotional learning measures. • Community survey	
	$2,000.00
Standard Support Package	

Subtotal	$7,906.25
Tax (0%)	$0.00
Total	**$7,906.25**

WIRE / ACH INSTRUCTIONS:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

INV4332

The Diversity Center of Northeast Ohio

INVOICE

3659 Green Road, Suite 220
Cleveland, OH 44122
Phone 216.752.3000 Fax 216.752.4974

DATE: May 27, 2021
INVOICE # 6738
FOR: *Additional Hours -*
Retainer for Services

Bill To:
Dr. Robert Hunt
Chagrin Falls Exempted Village Schools
400 E. Washington St. Chagrin Falls, OH. 44022
bob.hunt@chagrinschools.org

DESCRIPTION	AMOUNT
60 Retainer Hours x $250	$15,000
TOTAL	**$15,000.00**

Please make all checks payable to The Diversity Center of Northeast Ohio.
If you have any questions concerning this invoice, contact
Melodie Gonzales, Program Coordinator, at mgonzales@diversitycenterneo.org

THANK YOU FOR YOUR BUSINESS!

The Diversity Center of Northeast Ohio

3659 Green Road, Suite 220
Cleveland, OH 44122
Phone 216.752.3000   Fax 216.752.4974

Bill To:
Dr. Robert Hunt
Chagrin Falls Exempted Village Schools
400 E. Washington St. Chagrin Falls, OH. 44022
bob.hunt@chagrinschools.org

DESCRIPTION	AMOUNT
30 Retainer Hours x $250	$7,500
TOTAL	**$7,500.00**

Please make all checks payable to The Diversity Center of Northeast Ohio.
If you have any questions concerning this invoice, contact
Melodie Gonzales, Program Coordinator, at mgonzales@diversitycenterneo.org

THANK YOU FOR YOUR BUSINESS!

PANORAMA EDUCATION – SERVICE ORDER

Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
Client Legal Name ("Client")	Chagrin Falls Exempted Village Schools	Company Name	Panorama Education, Inc.
Primary Contact, Title	Jennifer Bencko, Director of Student Services	Primary Contact, Title	Kyle Vigneault, Account Director
Billing / Payment Address	400 E. Washington Street	Billing Address	24 School St. Fourth Floor
City / State / Zip	Chagrin Falls, OH	City / State / Zip	Boston, MA 02108
Primary Contact Email Address	jennifer.bencko@chagrinschools.org	Email	kvigneault@panoramaed.com
Primary Contact Phone Number	(440) 247-5500	Phone	(617) 752-6662
Accounts Payable Contact	Ashley Brudno		
Accounts Payable Email Address	ashley.brudno@chagrinschools.org		
Accounts Payable Phone Number			
Purchase Order Required?	Yes [ ] No [ ]		

(1) Description of Services and (2) Fees

Description of Services	Fees	
Annual Licenses: **Panorama Climate Surveys and SEL: Platform License** Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Student surveys • Teacher/staff surveys • Family surveys • Community surveys	*Effective Date:*	March 3rd, 2022
	Contract Term: *(From Effective Date)*	Through June 30th, 2023
	License Fee:	$
Panorama Student Success Platform • Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions): • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Panorama's social-emotional learning survey or screener for students • Includes survey administration, analysis, and reporting • Ongoing integration of Infinite Campus & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics • Ongoing integration of AP, iReady, ACT/PSAT and Ohio State Test into Student Success platform • Intervention tracking	*Subtotal License Fee Over Contract Term:*	$1,500

1

PANORAMA EDUCATION — SERVICE ORDER

Project Support Project support package includes: • Named single Panorama point of contact who provides proactive technical support and guidance on Panorama's best practices • Unlimited email support from Panorama's product support team for school / district personnel and survey respondents (where applicable) • Membership in the Panorama Community, including client-only training sessions and webinars, newsletters, etc.	*Project Management:* *Professional Development:* ***Subtotal Services Fees Over Contract Term:***	$2,000 $750 $2,750
Foundations Package Includes one virtual workshop from Panorama's core offerings menu. Virtual workshops are group learning experiences, ideally for fewer than 50 participants. While in sessions, participants engage in hands-on learning and discussion to build knowledge and skills that support professional practice. Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation.	*Total Over Contract Term:*	$22,395.84

(3)Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Breakdown of contract cost

1 year student success renewal (March 3rd, 2022-March 2nd, 2023) = $12,844

4 month student success extension (March 3rd, 2023-June 30th, 2023) = $4,281

8 month surveys extension (November 9th, 2022-June 30th, 2023) = $5,270.84

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature: *Ashley Brudo*	Print Name, Title: *Ashley Brudno, Treas.*	Date: 4/20/22
Panorama Signature:	Print Name, Title:	Date:

2

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1   RIGHT TO USE PLATFORM

1.1   Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2   Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3   Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2   INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1   Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2   Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3   Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with

3

respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, 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   Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5   Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3   FEES; PAYMENT TERMS

3.1   Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the 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 Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2   Taxes; Tax Exemption. All amounts payable by Client to Panorama 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"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4   TERM, TERMINATION

4.1   Term. The term of the 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 ("Term").

4.2   Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3   Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 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 that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as

4

confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to 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 certain Confidential Information may constitute 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 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 the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (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 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 the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use

reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

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 thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, 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

5

NEGLIGENCE), OR 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) 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 PANORAMA 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 Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama 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 attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform 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. Panorama 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 the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement.

This Section 7.4 states Panorama'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 Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6   Indemnification Procedure. If a Client Indemnified Party or a Panorama 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 proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the 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

8.1   International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform 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 authority.

8.2   Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3   Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship.   Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4   Assignment. Neither party may assign the 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 the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.   Any assignment or attempted assignment by

6

either party otherwise than in accordance with this Section 8 will be null and void.

8.5   Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6   Force Majeure. 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)) ("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 the 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.

8.7   Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts 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 Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8   Agreement. Both parties agree that the Agreement 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 the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's

acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9   Notices. All notices under the 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.

version april 1 2021

PANORAMA EDUCATION - SERVICE ORDER

PANORAMA EDUCATION

Primary Contact Information

	Client	Panorama Education, Inc. ("Panorama")	
Client Legal Name ("Client")	Chagrin Falls Exempted Village Schools	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Jarrod Mulheman	*Contact*	Kate Kotsko
Billing / Payment Address	400 East Washington Street	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	Chagrin Falls, OH 44022	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	jarrod.mulheman@chagrinschools.org	*Email*	kkotsko@panoramaed.com
Primary Contact Phone Number	office: 440-600-1880	*Phone*	314-779-4308
Accounts Payable Contact	Diane Dobies		
Accounts Payable Email Address	Diane.Dobies@chagrinschools.org		
Accounts Payable Phone Number	440-247-5500 ext. 4006		
Purchase Order Required?	Yes [ ] No [ ]		

(1) Description of Services and (2) Fees

Description of Services	Fees	
Annual Licenses:	*Effective Date:*	07/01/2023
All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	*Contract Term:* *(From Effective Date)*	<u>07/01/2023 -</u> <u>06/30/2024</u>
• Dashboards and reporting for teachers, student support staff, school administrators, and district administrators		
• Ongoing Project Management and Technical support through the length of the contract	*Annual License Fee:*	$22,500 / year
	Subtotal License Fee Over Contract Term:	$22,500
Panorama Survey Platform		
• Student Surveys		
• Teacher & Staff Surveys		
• Family Surveys		
Panorama Student Success Platform		
• Ongoing integration of Infinite Campus & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics		
• Ongoing integration of AP, iReady, ACT/PSAT, and the Ohio State Assessment into Student Success platform. Additional assessments may be requested throughout the contract term		

(integration timeline for additional assessments may vary)
- Ongoing integration of behavior data into Student Success
- Behavior analytics reporting. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location.
- Intervention tracking

Check-ins
- Check-in surveys and reporting
- Roster integration with Infinite Campus SIS

Services:	**Professional Development:**	$750 / year
Foundations Package (Virtual) Includes up to two virtual workshops from Panorama's core offerings menu. Each workshop includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).	*:* ***Subtotal Services Fees Over Contract Term:***	$750
	Annual Total: *(Invoiced on Effective Date)*	$23,250 / year
	Total Over Contract Term:	$23,250

(3)Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

| Client Signature: | Print Name, Title: | Date: |
| Panorama Signature: | Print Name, Title: | Date: |

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1   RIGHT TO USE PLATFORM

1.1   Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2   Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3   Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA.   Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2   INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1   Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2   Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3   Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or

3

other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, 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   Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5   Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3   FEES; PAYMENT TERMS

3.1   Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the 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 Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2   Taxes; Tax Exemption. All amounts payable by Client to Panorama 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"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4   TERM, TERMINATION

4.1   Term. The term of the 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 ("Term").

4.2   Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3   Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 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 that is not Client PII, regardless of whether it is in tangible form, disclosed by either party

4

("Disclosing Party") that 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 ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to 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 certain Confidential Information may constitute 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 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 the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (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 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 the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof,

that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

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 thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties.   Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2   Disclaimer.   EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, 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

5

NEGLIGENCE), OR 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) 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 PANORAMA 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 Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama 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 attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform 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. Panorama 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 the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii)

are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama'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 Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6   Indemnification Procedure. If a Client Indemnified Party or a Panorama 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 proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the 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

8.1   International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform 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 authority.

8.2   Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3   Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4   Assignment. Neither party may assign the 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 the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the

6

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.

8.5   Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6   Force Majeure. 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)) ("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 the 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.

8.7   Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts 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 Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8   Agreement. Both parties agree that the Agreement 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 the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order,

acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9   Notices. All notices under the 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.

7

SERVICE ORDER

Chagrin Falls Exempted Village Schools (OH)
400 E Washington St
Chagrin Falls / OH / 44022

Panorama Education, Inc.
24 School St, Fourth Floor
Boston, MA 02108
Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: Jarrod Mulheman
Primary Contact Phone Number: 4406001880 x4030
Primary Contact Email Address: jarrod.mulheman@chagrinschools.org

Effective Date: 7/1/2024
Contract End Date: 6/30/2025
Invoiced on Effective Date, Net 30
Pricing Valid Through: 05/02/2024

(1) Description of Services and (2) Fees	
Licenses/Services	**Fees Over Term**
Student Success Platform: Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration;	$ 13,500.00
Panorama Survey Platform: Family Surveys; Student Surveys; Teacher and Staff Surveys;	$ 9,000.00
Limited Foundations Teaching & Learning Package (Virtual): 1 included Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; facilitation of 1 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	$ 750.00
Total Over Contract Term:	**$ 23,250.00**

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

Accounts Payable Contact Name	Diane Dobies
Accounts Payable Phone Number	440-247-5500 ext. 4006
Accounts Payable Email Address	Diane.Dobies@chagrinschools.org
Will Client Be Submitting Purchase Order?	YES [x] NO [ ]

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title: Jennifer Penczarski, Superintendent	Date: 4/17/24
Panorama Signature:	Print Name, Title:	Date:

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1   RIGHT TO USE PLATFORM

1.1   Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2   Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3   Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2   INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1   Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2   Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, 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 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 **FEES; PAYMENT TERMS**

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the 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 Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama 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"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 **TERM, TERMINATION**

4.1 Term. The term of the 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 ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 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 that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that 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 ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to 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 certain Confidential Information may constitute 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 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 the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (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 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 the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

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 thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE

PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, 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 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 LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) 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 PANORAMA 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 Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama 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 attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform 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. Panorama 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 the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing;

or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama'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 Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6   Indemnification Procedure. If a Client Indemnified Party or a Panorama 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 proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the 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

8.1   International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform 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 authority.

8.2   Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3   Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything

herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4   Assignment. Neither party may assign the 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 the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the 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.

8.5   Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6   Force Majeure. 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)) ("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 the 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.

8.7   Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts 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 Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8   Agreement. Both parties agree that the Agreement 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 the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9   Notices. All notices under the 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.

5.

The
Diversity Center
of northeast ohio

Contract and Service Agreement

This "Agreement" is entered into by the Diversity Center of Northeast Ohio located at 3659 Green Road, Suite 220, Cleveland, OH 44122 ("DCNEO") and the Chagrin Falls Exempted Village Schools ("Client" and collectively with DCNEO, the "Parties") is effective as of 8/6/2020 (the "Effective Date"). The Parties agree as follows:

1. SCHEDULE 1. The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.

2. ENGAGEMENT. Client hereby engages and retains DCNEO to serve as consultant and service provider in connection with instructional design and delivery of the Services to the Participants.

3. TERM. The term of the Agreement will begin on the Effective Date and end on the earlier of: (a) the last date on which the Services have been delivered; or (b) the first anniversary of the Effective Date.

4. DCNEO'S OBLIGATIONS. DCNEO will:

   a. Determine, with the assistance of the Client Contact, specific areas of instruction and organization of instruction and Program materials, as well as the scope of the Services.

   b. Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.

   c. Production of all necessary Program materials and Program supplies.

   d. Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).

5. CLIENT'S OBLIGATIONS. The Client will participate and cooperate as follows:

a. Provide DCNEO with a signed copy of this Contract and Service Agreement

b. Work with the DCNEO Contact to determine specific areas of instruction and organization of instruction and Program materials as well as the scope of the Services and Client's budget relating to the foregoing.

c. Pay the Fee and Expenses within 30 days following receipt of invoice submitted to Client by DCNEO, including any invoice for advance deposits of the Fee or the Expenses (if applicable), as such Fee and Expenses are set forth in each invoice, and subject to the terms of this Agreement.

d. Schedule mutually agreeable planning dates, times, and schedule changes with DCNEO in a respectable timeframe.

e. Reserve space, acceptable to DCNEO, for all Participants participating in each Program.

f. Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.

g. Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.

h. Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.

i. Use Program materials, activities and outlines only for the Participants at the time(s) the Program is being presented by DCNEO. Client hereby acknowledges and agrees that the such Program materials, activities and outlines, as well as the intellectual property related thereto, remain the property of DCNEO, and that any other usage thereof must be approved, in DCNEO's sole discretion, in writing, in advance by DCNEO.

j. In the event that due to inclement weather or other unforeseen circumstances in which scheduled contracted programming

needs to be canceled, an agreed upon make-up day will be rescheduled during the same contracted calendar school year.

6. MUTUAL OBLIGATIONS. The Parties will:

   a. Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives or results.

   b. Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.

   c. Grant permission to each other, upon reasonable request, to share information regarding the Services with other potential clients and organizations affiliated or in discussion with the requesting party, consistent with the confidential provisions of the Family Educational Rights Privacy Act.

   d. The program and all materials are property of DCNEO and cannot be reproduced without permission.

   e. Follow the most up to date COVID-19 Guidance for Businesses found on the CDC's website at:

   https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

   Please note: all Diversity Center programming can be facilitated virtually. Decisions regarding whether the programming is done in-person or virtually will be made 30 days in advance of the date of the workshop, and based on Guidance from the CDC.

This Agreement may be signed in multiple counterparts each of which will be deemed an original, and all of which, when taken together, will constitute one document; and may be delivered by facsimile or other electronic means

The Diversity Center of Northeast Ohio – "DCNEO"

By:_____

Melodie Gonzales
Program Coordinator
Date: 8/10/2020

Chagrin Falls Exempted Village Schools- "CLIENT"

By:_____

Dr. Robert Hunt
Superintendent
Date:

THIS <u>SCHEDULE 1</u> IS AN INTEGRAL PART OF THIS AGREEMENT.

1.   Program(s)/workshop(s) title (the "Program"):

Retainer for Services

2.   Description of services to be provided by DCNEO (the "Services") as part of the Program:

By retaining The Diversity Center of Northeast Ohio's services on a monthly basis, Chagrin Falls Exempted Village Schools will gain access to the following services:

- Workshop facilitation for educators, administrators, and students (hourly rate applied to the length of each session)
- Workshop customization
- Personal Growth and Learning Groups (PGLG)
- Student, educator, and administrator support in addressing diversity related challenges when they arise
- Crisis response and support for diversity related incidents
- Individual coaching sessions for students, educators, and administrators
- Meeting attendance as requested (i.e. staff meetings/trainings, student groups meetings, board meetings, family meetings, or diversity and inclusion committee meetings)
- Diversity, equity, and inclusion focused strategic planning
- Data collection and analysis including focus groups and interviews
- Diversity climate surveys (est. 26 – 32 hours per survey for adult groups)
- Analysis of policies and procedures
- Diversity and inclusion committee, employee resource group, and student group development and support
- Restorative Justice Conferences
- Implementation of Restorative Practices.

Meeting attendance and programming must be scheduled 30 days in advance.

3.   Description of the participants participating in the Program and the maximum number (if applicable) of such participants (the "Participants"):

To Be Determined in Partnership with Chagrin Falls

4. Date(s), time(s), and locations(s) that the Services are scheduled to be delivered:

September, 2020- December, 2020

5. The facilitator(s), including the maximum number of facilitators (if applicable), who will facilitate or conduct the Program and deliver the Services (the "Facilitator(s)"):

DCNEO Staff

6. Fee, including any advance deposit (if applicable), to be paid by Client for the Services (the "Fee"):

$7,500 for 30 Hours.

The Diversity Center of Northeast Ohio shall charge a discounted hourly rate of $250 per hour for an agreed upon number of hours for our retainer contracts. The minimum number of hours for our retainer contracts is 30 hours, for three months of service. The length of the retainer and focus of each month will be reviewed, discussed and agreed upon by The Diversity Center and Chagrin Falls Exempted Village Schools in advance.

The Diversity Center will invoice Chagrin Falls for the minimum number of hours billable, which is due within 30 days of the signing of this contract. A report outlining how each hour was used will be sent following the completion of those hours. Any decision to extend this retainer beyond the minimum number of hours billable will be discussed and agreed upon by both parties.

7. Cost and expenses in addition to the Fee, including any advance deposit (if applicable), to be paid by Client (the "Expenses"):

None

8.   DCNEO principal contact person (the "DCNEO Contact") and contact information:

Melodie Gonzales
Email: mgonzales@diversitycenterneo.org
Phone: 216-752-3000

9.   Client principal contact person (the "Client Contact") and contact information:

Dr. Robert Hunt
Email: bob.hunt@chagrinschools.org
Phone: 440-247-3933

The Diversity Center *of northeast ohio*

Contract and Service Agreement

This "Agreement" is entered into by the Diversity Center of Northeast Ohio located at 3659 Green Road, Suite 220, Cleveland, OH 44122 ("DCNEO") and the Chagrin Falls Exempted Village Schools ("Client" and collectively with DCNEO, the "Parties") is effective as of 3/8/2021 (the "Effective Date"). The Parties agree as follows:

1. SCHEDULE 1. The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.

2. ENGAGEMENT. Client hereby engages and retains DCNEO to serve as consultant and service provider in connection with instructional design and delivery of the Services to the Participants.

3. TERM. The term of the Agreement will begin on the Effective Date and end on the earlier of: (a) the last date on which the Services have been delivered; or (b) the first anniversary of the Effective Date.

4. DCNEO'S OBLIGATIONS. DCNEO will:

   a. Determine, with the assistance of the Client Contact, specific areas of instruction and organization of instruction and Program materials, as well as the scope of the Services.

   b. Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.

   c. Production of all necessary Program materials and Program supplies.

   d. Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).

10071509 v3

5.   CLIENT'S OBLIGATIONS. The Client will participate and cooperate as follows:

a.   Provide DCNEO with a signed copy of this Contract and Service Agreement

b.   Work with the DCNEO Contact to determine specific areas of instruction and organization of instruction and Program materials as well as the scope of the Services and Client's budget relating to the foregoing.

c.   Pay the Fee and Expenses within 30 days following receipt of invoice submitted to Client by DCNEO, including any invoice for advance deposits of the Fee or the Expenses (if applicable), as such Fee and Expenses are set forth in each invoice, and subject to the terms of this Agreement.

d.   Schedule mutually agreeable planning dates, times, and schedule changes with DCNEO in a respectable timeframe.

e.   Reserve space, acceptable to DCNEO, for all Participants participating in each Program.

f.   Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the 'Program.

g.   Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.

h.   Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.

i.   Use Program materials, activities and outlines only for the Participants at the time(s) the Program is being presented by DCNEO. Client hereby acknowledges and agrees that the such Program materials, activities and outlines, as well as the intellectual property related thereto, remain the property of DCNEO, and that any other usage thereof must be approved, in DCNEO's sole discretion, in writing, in advance by DCNEO.

j.   In the event that due to inclement weather or other unforeseen circumstances in which scheduled contracted programming needs to be canceled, an agreed upon make-up day will be rescheduled during the same contracted calendar school year.

6.   MUTUAL OBLIGATIONS. The Parties will:

a.   Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives or results.

b.   Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.

c.   Grant permission to each other, upon reasonable request, to share information regarding the Services with other potential clients and organizations affiliated or in discussion with the requesting party, consistent with the confidential provisions of the Family Educational Rights Privacy Act.

d.   The program and all materials are property of DCNEO and cannot be reproduced without permission.

e.   Follow the most up to date COVID-19 Guidance for Businesses found on the CDC's website at:

https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

Please note: all Diversity Center programming can be facilitated virtually. Decisions regarding whether the programming is done in-person or virtually will be made 30 days in advance of the date of the workshop, and based on Guidance from the CDC.

This Agreement may be signed in multiple counterparts each of which will be deemed an original, and all of which, when taken together, will constitute one document; and may be delivered by facsimile or other electronic means

The Diversity Center of Northeast Ohio – "DCNEO"

By:_____

Melodie Gonzales
Program Coordinator
Date: 3/8/2021

Chagrin Falls Exempted Village Schools- "CLIENT"

By:_____

Dr. Robert Hunt
Superintendent
Date: 3/18/2021

THIS <u>SCHEDULE 1</u> IS AN INTEGRAL PART OF THIS AGREEMENT.

1.   Program(s)/workshop(s) title (the "Program"):

Additional Retainer for Services Hours

2.   Description of services to be provided by DCNEO (the "Services") as part of the Program:

By retaining The Diversity Center of Northeast Ohio's services on a monthly basis, Chagrin Falls Exempted Village Schools will gain access to the following services:

•   Workshop facilitation for educators, administrators, and students (hourly rate applied to the length of each session)
•   Workshop customization
•   Personal Growth and Learning Groups (PGLG)
•   Student, educator, and administrator support in addressing diversity related challenges when they arise
•   Crisis response and support for diversity related incidents
•   Individual coaching sessions for students, educators, and administrators
•   Meeting attendance as requested (i.e. staff meetings/trainings, student groups meetings, board meetings, family meetings, or diversity and inclusion committee meetings)
•   Diversity, equity, and inclusion focused strategic planning
•   Data collection and analysis including focus groups and interviews
•   Diversity climate surveys (est. 26 – 32 hours per survey for adult groups)
•   Analysis of policies and procedures
•   Diversity and inclusion committee, employee resource group, and student group development and support
•   Restorative Justice Conferences
•   Implementation of Restorative Practices.

Meeting attendance and programming must be scheduled 30 days in advance.

3.   Description of the participants participating in the Program and the maximum number (if applicable) of such participants (the "Participants"):

To Be Determined in Partnership with Chagrin Falls

4.   Date(s), time(s), and locations(s) that the Services are scheduled to be delivered:

January 2021 – May 2021

5.   The facilitator(s), including the maximum number of facilitators (if applicable), who will facilitate or conduct the Program and deliver the Services (the "Facilitator(s)"):

DCNEO Staff

6.   Fee, including any advance deposit (if applicable), to be paid by Client for the Services (the "Fee"):

$15,000 for 60 Hours.

7.   Cost and expenses in addition to the Fee, including any advance deposit (if applicable), to be paid by Client (the "Expenses"):

None

8.   DCNEO principal contact person (the "DCNEO Contact") and contact information:

Melodie Gonzales
Email: mgonzales@diversitycenterneo.org
Phone: 216-752-3000

9.   Client principal contact person (the "Client Contact") and contact information:

Dr. Robert Hunt
Email: bob.hunt@chagrinschools.org
Phone: 440-247-3933