

EXHIBIT A

MADISON COUNTY SCHOOL DISTRICT

STANDARD CONTRACT ADDENDUM

Notwithstanding any term or condition to the contrary contained within any contract or agreement wherein the Madison County School District (the "District") is a party, or in any quotation, voucher or purchase order which this Addendum accompanies or to which it is attached ("Contract"), the District does not waive any rights, benefits, or prohibitions that may be provided under any law, statute, regulation, or policy. Any party or parties with which the District is contracting shall be known in this Addendum as the "Contractor." Any and all terms or conditions to the contrary in any Contract to which the District is a party are hereby null, void, and deleted. This Addendum shall be deemed incorporated by reference into the Contract and the following terms and conditions shall take precedence over and govern all other terms and conditions in the Contract:

1. Governing Law/Venue. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of Madison County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted.
2. Governmental Entity. The Contractor recognizes and acknowledges that the District, as a political subdivision of the State of Mississippi, enters into this Contract only to the extent authorized by Mississippi law, including the opinions of the Attorney General of Mississippi. Any provision to the Contract that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid and deleted.
3. Attorneys and Collection Fees. Any references to payment of attorney or collection fees by the District are deleted.
4. Control of Litigation. Any provision giving the Contractor exclusive control over litigation is deleted.
5. Immunities. The District does not waive its sovereign immunity or its Constitutional Eleventh Amendment immunity. Miss. Code Ann. § 11-46-1, et seq.
6. Time Limitations. Any provision limiting the timeframe upon which the District can bring a claim or suit is deleted.
7. Arbitration. The District does not agree to submit to arbitration or mediation.
8. Policies. Provisions of the Contract that provide for actions or results that are inconsistent with or in violation of the policies of the District or its Board of Education are deleted.
9. Term. The term of the Contract shall be for the term stated in the Contract itself. In the event no term is stated in the Contract, the Contract shall expire one (1) year from the date of the Contract. Any reference to an automatic renewal of the term of the Contract is deleted. All renewals shall be in writing and agreed to by the parties.
10. Unauthorized Payments. The District does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.
11. Payment by the District. A District Purchase Order shall be issued for the services provided under this Contract. Payments to the Contractor shall be made only upon completion of services or per the scope of work. Detailed invoice(s) shall note the Purchase Order number and be sent to Madison County School District, Attn: Accounts Payable, 476 Highland Colony Parkway, Ridgeland, MS 39157 or emailed to AP@madison-schools.com. All billing will be in accordance with MS Code §31-7-305. Payments will be made to contractor within 45 days from the date the invoice is received at the district office, provided all is satisfactory based on the Contract requirements. The invoice shall show complete details of services rendered. Any provision that requires the District to pay Contractor any late charges, fees or penalties is governed by Miss. Code Ann. §31-7-305. Any provision that requires the District to pay a deposit is deleted or must be negotiated and stated in the Contract itself.
12. Tax-Exempt Status. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the contract. Pursuant to Mississippi law, the District is exempt from state sales and use tax. Likewise, the District will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.
13. Indemnification. Any references to the District indemnifying, defending or holding harmless the Contractor or any other party are deleted.
14. Disclaimer of Warranties. The District does not waive, disclaim or exclude any warranties of any other party to the Contract, including without limitation, such other party's warranties of merchantability or fitness for a particular use or any common law warranties to which the District is entitled.
15. Waiver of Claims, Remedies or Damages. The District does not waive any claim or cause of action (present, past or future). The District does not waive any type or category of remedies or damages.
16. Limitation of Liability/Damages. The District does not limit the liability of the Contractor for negligence, or for intentional or reckless torts. The District does not limit the liability of Contractor to the amount of the Contract or to any other set amount.
17. District Liability. The District shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with the District.
18. Liquidated Damages. Any references to payment of liquidated damages by the District are deleted.
19. Insurance. The District is self-insured as defined under the Mississippi Tort Claims Act by Miss. Code Ann. §11-46-1. Any provision of the Contract which requires the District to purchase any form of insurance is deleted. Any provision of the Contract which requires the District to name the Contractor party as an additional insured is deleted.
20. Contractor Insurance. (Applicable when the life of the Contract is in excess of \$25,000, or if requested by the District.)
In accordance with MS Code §31-5-51 (7), if entering into a formal contract which exceeds \$25,000.00, Contractor shall carry, pay for, and keep in force, with a company licensed to do business in Mississippi, certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Policy shall name the Madison County School District as Additional Insured. Such insurance shall at a minimum, include the following types of insurance and coverage limits:
 - 1.) Comprehensive Commercial General Liability – with limits

not less than \$1 million each occurrence

2.) Workmen's compensation as required by law and employer's liability with limits not less than \$500,000 per person per accident.

3.) Vehicle Liability – if vehicles or mobile equipment are used in the performance of the obligations. Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1 million per occurrence combined single limit.

4.) Cyber Liability for IT Contractor Services – with limits not less than \$2 million per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligation as is undertaken by Contractor in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of information, release of private information, alteration of electronic information, extortion, ransoms, and network security. The policy shall provide coverage for breach response costs, including but not limited to notification, as well as regulatory fines and penalties. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Contractor agrees to notify the District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Certificates of insurance shall state that thirty (30) days prior written notice will be given to District before the policy may be canceled or changed. The official Certification of adequate insurance coverage shall be presented to District within five (5) working days of notification of award of contract and shall list District as additional insured.

21. Breach of Contract. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.
22. Termination for Convenience. Either party may terminate this Contract prior to the end of the contract at any time for convenience, with or without cause with thirty (30) days written notice to the other party. Otherwise, this contract automatically ends at the end of the contract without any notice from either party.
23. Mutual Termination. If a multi-year Contract, the District may mutually agree to terminate this Contract. Payment shall be made for the services provided up to the agreed upon date of termination.
24. Availability of Funds. The continuance of the Contract with the District is based upon the availability of funds. Therefore, this Contract can be cancelled by the District with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.
25. Publicity/Trademarks. Contractor may not publicize the fact of the Contract, publicize the District's relationship with the Contractor as its customer, include the District on a customer list; or use the District as a referral source without the District's prior written consent. Contractor shall submit, for the District's review and approval, all press releases or any other publicity materials mentioning the District by name, and Contractor shall not publish such without the District's prior written approval, which may be withheld at the District's sole discretion. Contractor shall not use the District's or any of its schools' trademarks, service marks, logos, symbols, designs, or other marks without prior written approval of the District.
26. Personal Liability. Contractor acknowledges that the individual executing the Contract on behalf of the District is doing so only in his/her official capacity. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual in his/her personal or individual capacity or otherwise

seek to hold the individual personally liable for exceeding such authority.

27. District Employment. Any provision penalizing the District for hiring an employee of Contractor is deleted.
28. Employment Protection Act. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §71-11-1 et seq. and shall register and participate in the status E-verification system for all newly hired employees.
29. Background Check and Fingerprint Screening. Student safety is a priority of the MCSD. Consequently, all Contractors working directly with students agree that such Contractors shall be pre-screened and have a background check and fingerprinting screening. All such Contractors shall submit to fingerprint screening by the MCSD which shall bill the Contractor for the fingerprint screening. (The current rate for fingerprint processing is \$40.00; this rate may increase.) Contractors hereby acknowledge that until the MCSD has notified the Contractor that the fingerprint and background check has been completed to the satisfaction, in its sole discretion, of the MCSD, no contract with the MCSD may be approved. Further, Contractor agrees that if any disqualifying information is received by the MCSD from a background check and fingerprinting, any contract with Contractor is rendered null and void.
30. Public Records. Notwithstanding any other provisions, Contractor acknowledges that the terms of this Contract are subject to the Mississippi Public Records Act ("MPRA"), Mississippi Code Annotated §25-61-1 et seq. (1972, as amended). All disclosures by the District must be made in compliance with District policies and procedures established in accordance with the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 et seq.
31. MCSD Confidential Information. Contractor will: (a) hold Confidential Information in confidence and (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information. The Contractor will promptly give notice to the District of any unauthorized use or disclosure of the District's Confidential Information. The Contractor agrees to assist the District in remedying any such unauthorized use or disclosure of the District's Confidential Information.
32. Personal or Student Data Privacy Terms and Provisions. To the extent applicable to this service Contract, Personally Identifiable Information (PII) Data/Student Education Records, and other non-public Data shall not be shared, sold, distributed, made available, or otherwise used for any purpose outside of those absolutely necessary for the performance of the Contract. PII includes but is not limited to: The name; Name of the student's parent, if student, or any family members; Address; A personal identifier, such as a social security number, Driver's License or if student, student number, or biometric record; Other direct identifiers, such as the date of birth, place of birth, and mother's maiden name.
33. Data Breach Notifications. In the event of a suspected or confirmed security breach, compromise, or unauthorized access of PII or Student Education Records, Contractor will notify the MCSD immediately and without unreasonable delay. In the event a Security Breach is confirmed, Contractor and the MCSD will work together to prepare and transmit notification(s) to the affected persons, the entire cost of which will be borne solely by Contractor. Contractor agrees to not send notice to persons affected by the breach pursuant to Mississippi Code § 75-24-29 or any other Federal or State law without first obtaining the MCSD's approval for such notice, which approval will not be unreasonably withheld.
34. Personal or Student Data Security Controls. To the extent applicable to this service Contract, Contractor will encrypt all PII, or Education Records, in transit over public networks and at rest in Contractor's systems. Contractor will also implement the following security measures for all accounts with access to PII or Education Records: (1) two-factor authentication; (2) individual and separate usernames and accounts; (3) logging of all access; (4) implementation of the principle of least privilege; and (5) criminal background checks to ensure the user(s) of such accounts have no felony convictions, convictions that indicate a lack of honesty, or are registered sex offenders. Contractor will also implement the following measures: (1) industry-standard

physical security and access controls; (2) 24/7 recorded video surveillance of Contractor-owned, rented, or leased premises where PII or Education Records are stored; (3) firewalls for all external data connections (4) backup of the PII and Education Records to at least one site separated geographically from the primary site by at least 250 miles; and (5) implementation of a procedure for regular and timely installation of all necessary software updates and patches on any systems storing or with access to PII or Education Records. Contractor shall contractually require that all subcontractors with custody of or access to PII or Education Records take and implement these same measures. Contractor shall allow the District to take whatever steps are reasonably necessary to verify the implementation of the measures contained in this section.

35. Return and Destruction of PII or Education Records. Upon termination of the Contract for any reason, Contractor shall release and return all Education Records within ten (10) business days, in a CSV or other format usable by the District. Contractor shall be assessed a penalty of Five Thousand Dollars (\$5,000.00) per day payable to the District for each business day in excess of ten (10) days from termination that said Education Records are not returned, with no cap or limit as to the amount of such damages. To the extent applicable to this service Contract, Contractor will ensure that all PII and Education Records in its possession will be securely destroyed at the end of this Contract, e.g., data wiping, degaussing, or shredding.
36. FERPA. To the extent applicable to the service contract, the Contractor shall protect and maintain all records, information and data collected pursuant to the Contract in accordance with applicable state and federal laws and regulation, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). To the extent applicable, Contractor is deemed a "school official" as defined by FERPA. The District retains exclusive ownership and direct control of all records subject to FERPA ("Education Records"). Specifically and without limiting the generality of the foregoing, the Contractor shall protect and maintain any and all Personally Identifiable Information from Education Records of the District's students consistent with applicable FERPA regulations and shall fully cooperate with the District in any request for such information. Any provision of the Contract that conflicts with this paragraph is deleted.
37. Force Majeure. The Contract may be terminated by either party upon the occasion of an event beyond the control and without the fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence. Such event may include, without limitation, public health emergencies, medical epidemics or outbreaks, pandemics, acts of God, riots, governmental condemnation of real property, changes in applicable law, natural disasters, floods, droughts, fires, explosions, civil disorder, terrorism or threats to terrorism, war, civil disorder, labor strikes or disruptions, criminal behavior, or other catastrophes causing damage or destruction, in whole or in part, to the equipment or property necessary to perform the contract, or failure or refusal by a regulatory or other agency to act upon or grant permits or licenses.
38. Damages. Any damage or loss to the District's property as a result of any action by the Contractor in the execution or performance of any item or service in this Contract, shall be repaired to the satisfaction of the District's Board of Education, at the Contractors expense, within a reasonable time set forth by the District.
39. Hold Harmless. Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless the District from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this Contract. The District will promptly notify Contractor in writing of any claim to be indemnified hereunder, of which the District has knowledge, and Contractor in turn will promptly notify the District of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

40. Ethics: Gratuities and Kickbacks. By signing this Contract, the Contractor certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities, in the form of entertainment, gifts or otherwise, to any director, officer or employee of the MCSD with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Contract. The right of Contractor to proceed may be terminated after notice and hearing, the MCSD determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. 97-11-53.
41. Representation Regarding Contingent Fees. By signing this Contract, the Contractor represents that it has not retained a person to solicit or secure a MCSD contract upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee.
42. Conflict of Interest. By signing this Contract, the Contractor certifies no involvement, financial or otherwise, that any member of the MCSD board of education, employee, officer or agent of the MCSD may have in the Contractor's organization. Contracts shall be in accordance with Miss Code Ann. §37-11-27.
43. Debarment or Suspension. By signing this Contract, the Contractor agrees that neither it nor its principals are currently debarred or suspended from entering into a contract with a federal department, any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with a federal department.
44. Equal Opportunity. During the performance of any contract with the District, the Contractor agrees to comply with and be bound by applicable provisions of the Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), the Veterans Readjustment Act of 1972 (as amended) and all applicable Regulations and Executive Orders enacted pursuant to such laws, including without limitation Executive Orders 11246, 11701, 11625, and 11758.
45. Entire Agreement. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including therein.
46. Assignment/Third Party Beneficiary. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.
47. Modification. The Contract may only be modified by a written amendment authorized and executed by all parties to the contract. No oral statements shall modify or otherwise affect the terms, conditions or specification of the contract.
48. Records. Contractor shall maintain all records relevant to this Contract for at least three years following completion of the Contract.

SPECIAL TERMS APPLICABLE TO SOFTWARE:

49. Software License. This Contract constitutes the entire contract of the parties with respect to the subject matter contained herein and supersedes any conflicting negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned "shrink-wrap" license included in any package, media or electronic version of Seller-furnished software, or "clickwrap" or "browse-wrap" license presented in connection with a purchase via the Internet.
50. Software License. Notwithstanding anything contained in the Contract to the contrary, Contractor grants to the District a perpetual, royalty-free, irrevocable license to use only for the District's internal business any software which may be installed in the equipment and/or other software provided by Contractor and any associated Documentation (as defined below) provided by Contractor to the District. The District

may permit its employees, agents, affiliates and independent contractors to use the software and any associated Documentation. However, if software licenses are based on terms, the term of the Contract shall be for the term stated in the Contract itself. In the event no term is stated in the Contract, the Contract shall expire three (3) years from the date of the Contract. Any reference to an automatic renewal of the term of the Contract is deleted.

51. Software Warranty. Notwithstanding anything contained in the Contract to the contrary, Contractor warrants that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein) or as represented or warranted by the Contractor, (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the equipment purchase hereunder. The Contractor warrants that it has the right to license or sublicense the Software to the District for the purposes and subject to the terms and conditions set forth herein. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the purchased product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the Contractor user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by Contractor to the District.
52. Infringement. (A) Contractor represents that it has full right to sell or license to the District the software, the products or the use thereof, and that all such software or products are delivered free of any liens, encumbrances or rightful claim for any infringement of any United States copyright, patent, trade secret or trademark. The Contractor further warrants that the licensed software or product will not infringe any patent, copyright, trade secret or trademark. The Contractor agrees to indemnify and hold the District harmless from any and all third party claims or infringement relating to the District's use of the products sold hereunder, including but not limited to paying all defense costs and attorney's fees, and any judgements. (B) If the use of any element of the licensed software is enjoined as a result of any claim arising out of a breach of the warranty, the Contractor will, at its option and expense, either secure for the District the right to continue to use the allegedly infringing product, or to replace or modify the product so that it is no longer infringing, provided the product continues to materially perform the same function(s) as originally desired by the District and otherwise conforms to the warranty hereunder. In the event Contractor fails to do either of the foregoing, the Contractor shall refund to the District the full purchase price of all products purchase hereunder.
53. Data Extraction. Within ninety (90) days of the termination of the Contract, the Contractor agrees to allow the District to migrate any stored District data from Contractor's software. Upon expiration or earlier termination of the Contract, the Contractor agrees that the District may elect to have the Contractor migrate the data to a District computer at no cost to the District, or for the Contractor to provide the data to the District in another form which is acceptable to the District at no cost to the District.
54. The Contractor certifies it has read and understands the terms of Miss. Code Ann. § 37-11-81, (Digital or online resources for students; Safety Policies, etc.). The Contractor verifies it will comply with the provisions of Miss. Code Ann. § 37-11-81(2). The Contractor acknowledges the District may withhold payment(s) pending verification of compliance with the requirements of Miss. Code Ann. § 37-11-81(2).

TERMS APPLICABLE WHEN PAYMENT IS MADE WITH FEDERAL FUNDS:

The MCSD must disclose, in writing, any potential conflicts of interest to the Federal awarding agency, i.e., MDE. (§200.112)

Mandatory Disclosures (§200.113)

The MCSD must disclose to the Federal awarding agency, i.e. MDE, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

FEDERAL GOVERNMENT REQUIRED CONTRACT

PROVISIONS

By signing this Contract, the Contractor agrees to all applicable federal laws, rules regulations, including without limitation any and all requirements of contractors, subcontractors, materialmen, suppliers pertaining to employees, wages, labormen, workforce issues, minority and disadvantaged businesses, environmental and safety standards, monitoring and reporting, limitations on the use of certain telecommunications and video surveillance equipment, anti-lobbying, applicable requirements of the Purple Book, all requirements of **Appendix II to 2 CFR Part 200**, and any other requirements, obligations or limitations imposed by Laws on Contractor or Owner with regard to the Work.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards: (Appendix II to Part 200)

The Parties agree that any and all federal laws that are required to be included in this Contract are incorporated by reference herein and made a part of this Contract. Contractor, as part of its obligations under this Contract and for no additional cost, agrees to cooperate with and provide necessary documentation and/or information reasonably requested by the MCSD for purposes of satisfying any monitoring or reporting requirements imposed by federal laws. Invalidity of any portion of this Contract under the United States shall not affect the validity of the remainder of this Contract.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

ACCEPTED AND AGREED BY CONTRACTOR:

CONTRACTOR NAME

CONTRACTOR AUTHORIZED SIGNATURE

PRINT NAME

DATE

The Contractor acknowledges that the most recently executed MCSD Standard Contract Addendum shall be a part of any contract or other agreement with Contractor, shall control over any contradicting terms. The Addendum shall be affixed to and included in all district-wide Order Forms/Quotes. This Addendum shall remain in effect until such time as the parties mutually agree in writing to revise its terms or either party provides written notice of termination.