

Standard Terms and Conditions
EMS Services
Exhibit C

These Standard Terms and Conditions (the “**Standard Terms**”) govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (“**CENTEGIX**”) with respect to the EMS Platform and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the “**Service**”). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below

CENTEGIX has developed a web-based application accessible through a web platforms branded as “**CATAPULT EMS**” (the “**SYSTEM**,” including the EMS APP) which allows educational facilities to manage emergency or potentially urgent situations affecting its staff or students; and

The **SYSTEM** is designed to obtain and use information from Client’s **STUDENT INFORMATION SYSTEM (“SIS”)** to provide an informational and responsible tool for administrators, teachers, emergency response agencies and parents alike to help identify and respond to emergencies using CENTEGIX’s proprietary web-based and/or phone based platform (the portal for information by Client, website and EMS APP are referred to as the “**SYSTEM**”); and

The **SYSTEM** is designed to allow for the submission of information to Client regarding an emergency event (“**CONTENT**”), at which time the Client may elect to either accept the **CONTENT** and release it for dissemination on the **SYSTEM** or deny the **CONTENT**; and

The Client desires to have access to and use the **SYSTEM** to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist CENTEGIX for various support in the setup and use of the **SYSTEM** for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos; and,

The CENTEGIX has agreed to grant the Client a non-exclusive license to use the **SYSTEM** and associated support, upgrades and **SERVICES** as provided in this Agreement, and to provide certain **SERVICES** to the Client in respect of delivery technical support and training upon the terms and conditions of this Agreement. **THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1. **ADDITIONAL CHARGES’** means the charges for additional work that are not included in the **ANNUAL SERVICE FEE** which shall be at our standard hourly rate for general labor or for programmer and/or IT labor. Under no circumstances shall CENTEGIX perform additional work not included in the **ANNUAL SERVICE FEE** without prior written consent of Client.
2. **“ANNIVERSARY DATE”** means 60 days after the earlier of the PO (if applicable) or signed Order Acknowledgement
3. **CONTENT’** means information submitted to Client via the **SYSTEM** regarding an emergency event
4. **EMS APP’** means the phone-based platform of the **SYSTEM** associated with the delivery of the **SERVICES** to Client.
5. **‘INITIAL SETUP FEE’** means the fee or fees for the setup, training, etc., as detailed in the **SIGNED QUOTE**.

6. **'ANNUAL SERVICE FEE'** means the fee for use of the SYSTEM as provided in the SIGNED QUOTE; the same may be changed in accordance with Paragraph 3 below.
7. **'NEW RELEASE'** means any improved modified or corrected version of the EMS APP or SYSTEM or PROGRAM DOCUMENTATION from time to time issued by CENTEGIX.
8. **'PROGRAM DOCUMENTATION'** means any instruction manuals, USER guides and other information to be made available from time to time during this Agreement by CENTEGIX at its discretion in either printed or in a readable form available online to the Client.
9. **'PUPIL RECORD(S)'** means any information directly related to a pupil that is maintained by the Client or information acquired directly from the pupil through the use of the SYSTEM.
10. **'SERVICES'** means the provision of training, data installation, and Technical Support provided by CENTEGIX in accordance with this Agreement as detailed below.
11. **'SIGNED QUOTE'** means the CATAPULT K12 quote signed by the Client.
12. **'SITE SAFETY TEAM'** means any individual(s) authorized by the Client to access and manage the SYSTEM, including approving or denying CONTENT on the SYSTEM.
13. **'SITE(S)'** means the address(es) for delivery of the SYSTEM Materials specified by the Client.
14. **'SITE TEAM'** means the individual teachers and general staff members employed at Client's individual Sites.
15. **"STUDENT INFORMATION SYSTEM (SIS)"** means the program and/or database of the Client which contains information on its student body.
16. **'SYSTEM'** means the software programs, website, EMS APP (if applicable) and other elements associated with the delivery of the SERVICES to Client, and that which is integrated with the SIS of Client.
17. **'SYSTEM PUPIL RECORD(S)'** means the data from the SIS used on the SYSTEM, including the names of each student, that student's personal ID, the teacher and schedule information for each student, and emergency contact information for each student.
18. **'USER' or 'USERS'** means any person or persons from the District, such as the Client's SITE SAFETY TEAM, who use the SYSTEM.

2. Grant of License & Provision of Services

CENTEGIX in consideration of the payment by the Client of the ANNUAL SERVICE FEE in accordance with Paragraph 3 below hereby:

(i) grants to the Client a non-exclusive license to Use the SYSTEM (and where appropriate the PROGRAM DOCUMENTATION) and to possess and refer to the PROGRAM DOCUMENTATION; and (ii) undertakes to the Client to provide the SERVICES upon the terms and conditions of this Agreement.

3. Fees

3.1 The INITIAL SETUP FEE shall be levied by CENTEGIX as provided in the SIGNED QUOTE. It is a one-time setup fee that includes: (a) system setup as detailed in the SIGNED QUOTE; (b) training to use and manage the SYSTEM.

3.1 The ANNUAL SERVICE FEE shall be levied by CENTEGIX as provided in the SIGNED QUOTE. Other discounts and offers may be detailed in the SIGNED QUOTE. The ANNUAL SERVICE FEE, defined in the SIGNED QUOTE, will be billed at the start of Acceptance Date or within two months of signing this agreement, whichever comes first. In the event of cancellation or default in payment, SYSTEM will be suspended and taken offline. A fee may apply to reinstate SYSTEM.

3.2 The ANNUAL SERVICE FEE shall include: (a) unlimited use of the SYSTEM during the term of this Agreement; (b) unlimited technical support, as provided herein; and, (c) free upgrades and support to any new and modified versions of the SYSTEM throughout the term of this Agreement, as provided herein.

3.3 After the Initial Term, CENTEGIX shall be entitled to change the ANNUAL SERVICE FEE not more than once in every successive period of twelve (12) months during any extended term of this Agreement upon giving not less than sixty (60) days' notice thereof to Client.

3.4. Any ANNUAL SERVICE FEE not paid within sixty (60) days of the due date shall be considered late and automatically subject to a late charge equal to 2.0% of the amount of the delinquency per month, plus a \$100 late fee. All payments will be first applied to past due balances.

4. Installation, Setup & Use

4.1 The Parties acknowledge that the proper function and utility of the SYSTEM requires that PUPIL RECORDS be made available to CENTEGIX through Client's SIS. In order to protect and safeguard any PUPIL RECORDS obtained by CENTEGIX, CENTEGIX has developed a strict set of policies and integrated security technologies into the SYSTEM. Any PUPIL RECORDS obtained by CENTEGIX shall be password protected on the SYSTEM and under no circumstances shall any PUPIL RECORDS be made available to the public by CENTEGIX. CENTEGIX and Client agree that the SYSTEM shall only use the data which constitutes the SYSTEM PUPIL RECORDS and only in the ways prescribed in this Agreement. Prior to Client's use of the SYSTEM, Client is required to provide CENTEGIX with access to its SIS for the purpose of extracting PUPIL RECORDS to enable CENTEGIX to set up Client's account in the SYSTEM. Client agrees to diligently cooperate with CENTEGIX through CENTEGIX's designated contact person, and provide CENTEGIX with access to Client's SIS. It is the responsibility of Client to provide the particular formatting, size, quality and file types necessary to integrate into the SYSTEM, and only provide the information on students which is necessary for the proper function of the SYSTEM. The Client shall communicate to CENTEGIX upon the date hereof, the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by CENTEGIX of the SERVICES during the term(s) of this Agreement. The Client shall forthwith inform CENTEGIX of any change in the identity or contact information for the contact person.

4.2 Any time PUPIL RECORDS are extracted from Client's SIS, CENTEGIX and Client shall review its CONTENT to ensure that the PUPIL RECORDS do not include unnecessary confidential information of any students. Once CENTEGIX has confirmed that the PUPIL RECORDS obtained from Client's SIS does not contain unnecessary information of any students, CENTEGIX shall transfer and upload the PUPIL RECORDS to the SYSTEM and the Client shall appoint such person who shall hold administrator privileges ("District Administrator"). The District Administrator shall be given password-protected access to the PUPIL RECORDS and shall be solely responsible for granting similar administrator privileges to other staff in the District, in its discretion. The SYSTEM includes customary password-protected access and other customary data protections. CENTEGIX shall not access, alter, modify edit or disclose any PUPIL RECORDS on the SYSTEM in accordance with Section 25 herein.

4.3 The ANNUAL SERVICE FEE includes Client access to any Wizard, self-help, FAQs or other written materials that CENTEGIX may create from time to time, without additional cost, and as otherwise provided in Section 6, below.

4.4 CENTEGIX's access to Client's SIS and PUPIL RECORDS shall comply with Section 25 to the Agreement – Ownership and Control of PUPIL RECORDS.

4.5. CENTEGIX shall have the right and obligation to control the use and display of CONTENT on the SYSTEM through the creation and maintenance of a SITE SAFETY TEAM, as follows:

a. General Duties of Site Safety Team. All members of Client's SITE SAFETY TEAM must conform and comply with this Agreement.

b. True and Accurate Information. It is acknowledged that emergency situations might include hazy or only partial information. Any CONTENT submitted to the SYSTEM shall be honest and truthful in every respect and shall only provide information that Client's SITE SAFETY TEAM has the express legal rights to offer, divulge or use; and may never include intentionally misleading or false information. In the event any USER reasonably determines that any CONTENT that has been approved for dissemination on the SYSTEM is false, misleading, defamatory or breaches the privacy rights of another party, that USER can forward a request to remove the CONTENT to Client's SITE SAFETY TEAM or to CENTEGIX at: legal@centegix.com (generally, "Request For Removal"). CENTEGIX makes no representations that it will remove the CONTENT, or do so in any particular time frame, nor will CENTEGIX's receipt of a Request For Removal in any way alter or expose CENTEGIX to any affirmative duty to police or remove CONTENT, or be responsible in any way for the CONTENT of a USER; provided however, that the District Administrator shall have concurrent authority to request removal of any CONTENT that is false, misleading, defamatory or breaches the privacy rights of another party in its sole discretion. Any and all requests to remove CONTENT shall be provided to the Client's SITE SAFETY TEAM immediately upon receipt of the same by CENTEGIX. CENTEGIX shall not remove any CONTENT without the written consent of the SITE SAFETY TEAM, provided that the Client shall hold CENTEGIX, and CENTEGIX's officers, directors, managers, employees and contractors, free and harmless from any costs, claims, fines, lawsuits, attorneys' fees and other out-of-pocket expenses which arise from or relate to CONTENT that is not removed after request by CENTEGIX to remove such CONTENT.

c. Protection of Confidential Medical Information (HIPAA) or other Information Privacy Statutes. To the extent a USER handles, discloses, includes, discusses or otherwise might divulge medical information or statistics, it shall do so strictly in conformity with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable state and federal rules, including any privacy laws in the State of Georgia. No personally identifiable medical information for any person is permitted except as is necessary and authorized by the appropriate parties.

d. Right to Exclude. Client, through the SITE SAFETY TEAM, shall be solely responsible and have the exclusive right to grant access to and use of the SYSTEM granted to Client. Client may permit or deny a USER'S access to the SYSTEM in its discretion.

e. Disclaimed Duty to Monitor or Police CONTENT. CENTEGIX has no obligation to monitor, control, accept, review, remove or update any CONTENT or other materials on the SYSTEM. CENTEGIX is merely a conduit for the flow of information from Client, to the SITE SAFETY TEAM, and to the teachers, emergency responders, parents, pupils or other parties to which Client elects, in its discretion, to grant access. Each USER specifically agrees to independently verify all CONTENT and in no case shall CENTEGIX

be responsible for any misleading, false or other bad CONTENT provided by the USERS. In the case where CENTEGIX is made aware of misleading, false or other bad CONTENT, it has the right (but not the obligation) to remove such CONTENT from the SYSTEM. In the event that CENTEGIX removes any CONTENT from the System, it shall immediately notify the SITE SAFETY TEAM in writing by providing notice of the removal of the CONTENT and the basis for the removal of the CONTENT. The SITE SAFETY TEAM shall have the right to have any removed CONTENT reinstated.

f. For sake of clarity, the disclaimer set forth in Section 5.5(e) above applies to CONTENT related to incidents related to the SARS-CoV-2 virus ("Covid 19"). CENTEGIX shall have no liability whatsoever for any CONTENT appearing on the SYSTEM, or for CENTEGIX's action or inaction with respect to its review, removal or modification of any CONTENT related to Covid 19.

5. Technical support

5.1 Beginning on the Acceptance Date and for the duration of this Agreement, CENTEGIX shall provide the as provided in Section 6.2, and ongoing Standard Technical Support (defined in Section 6.3).

5.2 Standard Technical Support shall consist of advice by telephone or email on the access and use of the SYSTEM, and training on any upgrades during the TERM of this Agreement. There are no minimum hours, set schedule or maximum response periods guaranteed.

6. Warranties & Limitations

6.1 CENTEGIX hereby warrants to Client that:

(a) CENTEGIX is the owner of the SYSTEM. Including the EMS APP (or has the right to grant to Client the license to use the SYSTEM, EMS APP and related materials) in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;

(b) subject to the limitations in this Agreement, and subject to the right to cure or fix any bug or defect, the products or SERVICES referenced in this Agreement will operate substantially as contemplated by this Agreement, in that Client shall be able to use the SYSTEM substantially as intended, provided that this warranty does not warrant against downtime, bugs, hackers, time for updating, time for installation, and the like; but provided further, that CENTEGIX shall apply commercially reasonable efforts to avoid or remedy unwanted downtime as provided in this Agreement. CENTEGIX understands that Client expects to use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist CENTEGIX for various support in the initial setup and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos. CENTEGIX represents and warrants that the SYSTEM will operate reasonably within the parameters established by this Agreement and the PROGRAM OVERVIEW.

6.2 The Client shall give notice to CENTEGIX as soon as it is reasonably able upon becoming aware of a breach of warranty, which shall not be longer than forty-eight (48) hours from the date of discovery or the date it should have reasonably been discovered with diligent due care.

6.3 THE WARRANTIES SET FORTH ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION THAT THERE ARE: (a) NO WARRANTIES THAT THE SYSTEM IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND

ALL IMPLIED WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY DISCLAIMED; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN ARE EXPRESSLY DISCLAIMED, SUCH THAT ALL PRODUCTS AND SERVICES ARE LICENSED, OFFERED AND USED ON AN "AS-IS" BASIS.

7. Intellectual Property Rights of Others

7.1 In the event of any claims by third parties of Intellectual Property infringement by CENTEGIX, CENTEGIX shall be entitled at its own expense and option either to:

- (a) procure the right from such third party for the Client to continue using the materials claimed to infringe and keep this Agreement in full force and effect;
- (b) make such alterations modifications or adjustments to the SYSTEM, including the EMS APP or other infringing element so that they become non- infringing without incurring a material diminution in performance or function and keep this Agreement in full force and effect; or
- (c) replace the SYSTEM Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function and keep this Agreement in full force and effect.

7.2 If CENTEGIX in its reasonable judgment is not able to exercise any of the options set out in Paragraph 10.1 above within ninety (90) days of the date it received notice of Intellectual Property infringement, then this Agreement shall be terminated without any further force or effect and CENTEGIX shall not be liable for any damages to Client except that Client shall be relieved of any further obligations under this Agreement except the obligation to return all Intellectual Property to CENTEGIX.

7.3 CENTEGIX shall indemnify, defend, and hold harmless Client, its Board of Education, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) resulting from any judgment or proceeding in which it is determined or any settlement contract arising out of the allegation, that CENTEGIX furnishing or supplying Client with Software and/or SERVICES under the Contract or the Client's use of CENTEGIX SYSTEM under the Contract constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party ("Third Party Rights"). The foregoing shall not apply unless Client has informed CENTEGIX as soon as practicable of the suit or action alleging such infringement. Client retains the right to participate in the defense against any such suit or action. Client agrees to provide CENTEGIX with prompt notice of any such claims and to permit CENTEGIX to defend any claim or suit, and that it will cooperate fully in such defense. Client reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. No limitation of liability set forth elsewhere in the Contract, if any, is applicable to Intellectual Property Indemnity. Should CENTEGIX SYSTEM or the operation thereof become or, in CENTEGIX's opinion, appear likely to become, the subject of a claim of infringement or violation of Third Party Rights, the Client shall permit CENTEGIX at its option and expense either to procure for the Client the right to continue using CENTEGIX technology or to replace or modify it with non-infringing software with equivalent or better functionality that is reasonably satisfactory to the Client.

7.4 CENTEGIX respects the intellectual property rights of others and expects USERS of the SYSTEM to do the same. CENTEGIX will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If USER

believes that USER'S copyrighted work has been copied without USER'S authorization and is available on or in the SYSTEM in a way that may constitute copyright infringement, USER may provide notice of USER'S claim to CENTEGIX as outlined in CENTEGIX copyright policy, below.

7.5 Copyright Policy. If any USER or person believes that any material on the SYSTEM violates this agreement or USER'S intellectual property rights, that person should notify CENTEGIX as soon as possible by sending an email to CENTEGIX with information supporting the belief of infringement, and in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) USER'S contact information, including USER'S address, telephone number, and an email address; (v) a statement by USER that USER has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that USER is authorized to act on behalf of the copyright owner. CENTEGIX reserves the right to remove CONTENT alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, CENTEGIX will also terminate Client's Account if the USER is determined to be a repeat infringer of Client.

8. Later Versions

Client shall be entitled to access and use of any upgrades to the SYSTEM, including the EMS APP, without costs so long as Client is in good standing and has faithfully performed the terms and conditions of this Agreement (generally, "Later Versions"). However, Later Versions shall not include add-ons, new features and other pay-per-use features that are charged by use in the discretion of CENTEGIX.

9. Privacy Policy and Terms and Conditions of Use for Diverse Network Associates, Inc.

In agreeing to the Application License and Support Agreement, the Client also agrees to the Privacy Policy found online at <https://www.centegix.com/catapult-privacy-policy/>.

Ownership and Control of Pupil Records

10.1 **PUPIL RECORDS.** PUPIL RECORDS shall continue to be the property of and under the control of the Client in accordance with California Education Code section 49073.1. For purposes of this Section 25, "De-identified Information" means information that cannot be used to identify an individual pupil. For purposes of this Agreement, "PUPIL RECORDS" does not include De-identified Information, including aggregated De-identified Information, used by CENTEGIX to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of CENTEGIX's products in the marketing of those products; or for the development and improvement of educational SITES, SERVICES, or applications.

10.2 **Ownership and Control of Pupil-Generated CONTENT.** CENTEGIX does not provide a platform by which pupils can create CONTENT; therefore, CENTEGIX does not provide a means by which pupils may retain possession and control of such CONTENT.

10.3 **Use of PUPIL RECORDS.** CENTEGIX shall not use any information in the PUPIL RECORDS for any purpose other than those required or specifically permitted by this Agreement.

10.4 **Review of PUPIL RECORDS.** Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by

contacting the Client. Client's district personnel shall have direct access to pupil data via the CatapultEMS product account login to review pupil data. CENTEGIX will provide Client with a copy of pupil data, and shall modify and/or delete such data upon written request by the Client. CENTEGIX shall provide such PUPIL RECORDS and/or correct such errors within five (5) days of receipt of written notice. CENTEGIX shall reasonably cooperate with the Client in complying with this mandate.

10.5 Security and Confidentiality of PUPIL RECORDS. CENTEGIX is committed to maintaining the security and confidentiality of pupil records. To that end, CENTEGIX has taken the following actions: (a) limiting employee access to pupil data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.

10.6 Breach Notification Process. CENTEGIX, within one (1) business day of actual discovery of any breach or unauthorized disclosure of PUPIL RECORDS, shall notify Client in writing of the breach or unauthorized disclosure. CENTEGIX's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the PUPIL RECORDS used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CENTEGIX has done or shall do to mitigate any effect of the unauthorized use or disclosure, (v) what corrective action CENTEGIX has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) CENTEGIX personnel that Client can contact. CENTEGIX shall provide such other information, including a written report, if requested by Client. CENTEGIX will keep Client fully informed until the incident is resolved.

10.7 Retention and Destruction of PUPIL RECORDS. CENTEGIX certifies that a PUPIL'S RECORDS shall not be retained or available to CENTEGIX upon completion of the term of this Agreement. At the termination of this Agreement, PUPIL RECORDS in the possession of CENTEGIX shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, CENTEGIX shall return all PUPIL RECORDS to Client in a format acceptable to Client, or if return is not feasible as determined by Client in written notice to CENTEGIX, destroy any and all PUPIL RECORDS. CENTEGIX shall not destroy any PUPIL RECORDS without express written permission of Client. CENTEGIX shall comply with any litigation hold or order to preserve PUPIL RECORDS.

10.8 Compliance with FERPA. CENTEGIX agrees to work with Client to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein. The parties acknowledge and agree that the Client is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that CENTEGIX is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the SERVICES hereunder.

10.9 Prohibition on Targeted Advertising. CENTEGIX prohibits using personally identifiable information in PUPIL RECORDS to engage in targeted advertising.

10.10 Termination. If Client reasonably determines in good faith that CENTEGIX has materially breached any of its obligations under this Amendment or the Agreement, Client, in its sole discretion, shall have the right to provide CENTEGIX with written notice of a fifteen (15) day period to cure the breach. If CENTEGIX fails to cure a breach within that period of time, Client may terminate the Agreement immediately. If, in its sole discretion, Client determines that a cure is not possible, Client may provide written notice of immediate termination of the Agreement.

10.11 Client acknowledges that CENTEGIX is not responsible for deciding if, when or how to display PUPIL RECORDS on the SYSTEM, and that all PUBLIC RECORDS shall be maintained on the SYSTEM where the authority to view the PUPIL RECORDS is given solely to the Client. Client shall have the right, at all times, to decide if, how and when to use the PUPIL RECORDS.

10. Third Party Services

CENTEGIX may share information with third party vendors, hosting partners, and analytic companies including but not limited to Amazon Web Services and Twilio, to provide the necessary hardware, software, emailing, networking, storage, and related technology required to perform the Services. These companies are authorized to use Client's Personal Information only as necessary to provide these services to CENTEGIX.