

and on the media in use as of the date of the written request, all or any requested portion of Confidential Information that may be in the other party's possession or control

4.7 Breaches and Misuse. A Security Incident is a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data. In the event of a Security Incident, Company shall investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable actions to mitigate the effects of any such Security Incident. If the Security Incident results in a Security Breach, a documented, unsecured disclosure, access, alteration or use of the data, not permitted in this Agreement, which poses a significant risk of financial, reputational or other harm to the affected End User or the District, Company shall, (i) timely provide any notifications to individuals affected by the Security Breach that Company is required to provide, and, (ii) notify District of the Security Breach, subject to applicable confidentiality obligations and to the extent allowed and/or required by Applicable Laws. Except to the extent prohibited by Applicable Laws, Company shall, upon District's written request, provide District with a description of the Security Breach and the type of data that was the subject of the Security Breach.

The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

5. Payment. District agrees to pay Company a fee of **Three Hundred Fourteen Thousand Five Hundred and 00/100 Dollars (\$314,500.00)** as compensation for Products and/or services rendered; Company shall be paid for work performed within thirty (30) days of invoicing.

School	Product	Unit Quantity	Price
All schools in District and Central office	Videri Professional Edition (Student and Assessment)	24,000	\$108,000.00
	eScholar CDW: License, Hosting, Maintenance, and Support	Per deployment	\$50,000.00
	Videri – Data Mapping Services: <ul style="list-style-type: none"> Curriculum platforms scoped separately and associate assessment loaders prioritized and built based upon needs of Providence Public Schools 	7	\$63,000.00
	Videri – Data Mapping Services <ul style="list-style-type: none"> Additional data sources will be scoped and analyzed to determine data points used for student progress and built upon needs of Providence Public Schools 	10	\$10,000.00
	e-Scholar Professional Services: HR software Integration	1	\$7,000.00
		1	\$7,000.00

e-Scholar Professional Services: Lawson Integration	1	\$6,000.00
e-Scholar Professional Services: Videri Integration	1	\$20,000.00
e-Scholar Data Migration from Data Warehouse	1	\$8,500.00
Videri - Provisioning		\$8,000.00
eScholar Training, including how to load historical data		\$27,000.00
Professional Services – 200 Hour Bundle		
Total		\$314,500.00

6. **Term.** This Agreement shall be in effect from **March 1, 2022 to June 30, 2023**, unless terminated by either party at any time, with or without cause following the issuance of thirty (30) days written notice to the non-terminating party. In the event of termination by District or Company prior to completion of the contract, only the segment of fees attributable to non-licensing shall be subject to proration. Compliance with FERPA and COPPA is subject to survival of any provisions in accordance with their specific terms. Company obligations to comply with FERPA requirements will survive the expiration or termination of this contract.
7. **Restrictions on Transfer.** Company may not assign this contract to a third party without the prior written consent of the District. Notwithstanding the foregoing or anything to the contrary in this Agreement, Company shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of Company, or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Company hereunder.
8. **Indemnity.** Company agrees to hold District and the City of Providence harmless from any and all damages incurred by District or City by reason of Company's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
9. **Intellectual Property Rights.** District agrees and acknowledges that Company and its licensors own all intellectual property rights in and to the Products including, without limitation, all trademarks, trade names, service marks and copyrights in the Products and all underlying software programs and related documentation. District agrees and acknowledges that District and any school shall not acquire any right, title or interest in or to any Company's intellectual property (IP), including, without limitation, software, trademarks, copyrights and