



Edward Hynes Charter School

Board Meeting

Agenda

January 9, 2023

**HYNES CHARTER SCHOOL CORPORATION
BOARD MEETING**

Monday, January 9, 2023, at 5:00 PM
Edward Hynes Charter School
990 Harrison Avenue
New Orleans, Louisiana 70124

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
 - a. December 5, 2022 – Board Meeting

STANDING ITEMS

1. Opportunity for public comment
 - a. Celebration of our Teacher(s) of the Year at Hynes-Lakeview, Hynes-UNO, and Hynes-Parkview
2. Facilities Report
3. CEO's Report
4. Legal Report
5. Financial Report
 - a. Discussion of financial statements, including budget to actual comparison
 - b. IRS Form 990
 - i. Request for Board acknowledgement that Form 990 was available for Board review before filing
6. HR Report

7. Friends of Hynes Report

BOARD BUSINESS

1. Old business

2. New business

a. Motion to approve the 2022-2023 HCSC Pupil Progression Plan Addendum

b. Motion to approve the 2022-2023 Caveon Professional Services Agreement for state assessment monitoring

3. Adjournment



Edward Hynes Charter School

Board Meeting

Minutes

December 5, 2022



**Edward Hynes Charter School
990 Harrison Avenue
New Orleans, Louisiana 70124**

**Board of Directors Meeting
Monday, December 5, 2022**

Board Members Present: Bill Chauvin, Jan Janz, Alvin C. Miester III, Barbara Richard, Kris Scairono, Cassandra Youmans; Helene Derbigny at 5:19 pm

Board Members Absent: None.

Others Present: Elizabeth Bagert, Michelle Douglas, Anne Kramer, Jeannine LaFonta, Leon Mathes, Shawn Persick, John Starr, Earl Cager, Dawn Lobell, Margo Johnson, Brittany Smith, Dana Clark-Williams, Terri Williams, Tiffany Vega-Dermody, Ashlyn Williams

Alvin C. Miester III, Board President, called the meeting to order at 5:06 pm and proceeded with the agenda.

1. **Approval of agenda.** Barbara Richard made a motion to approve the December 5, 2022, meeting agenda. Jan Janz seconded the motion. With no public comment, the motion carried by vote of board members present.
2. **Approval of minutes.** Kris Scairono made a motion to waive the reading of and to approve the October 10, 2022, board meeting minutes. Barbara Richard seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.
3. **Public comment.** None.
4. **Facilities update.** Earl Cager – see attachment.
5. **CEO's report.** Michelle Douglas – see attachment.
6. **Legal committee report.** None.
7. **Financial report.** Leon Mathes – see attachment.
 - a. Discussion of the following:

- i. Financial statements for Hynes-Lakeview, Hynes-UNO, Hynes-Parkview, and Hynes-CMO/Network as of October 31, 2022.

8. **HR report.** None.

9. **Friends of Hynes Report.**

- a. Bill Chauvin explained to the Hynes Charter School Corporation (HCSC) Board of Directors and others present that progress is being made in regards to the construction of the Hynes-UNO campus.

10. **Old business.** None.

11. **New business.**

- a. Cassandra Youmans made a motion to approve the Resolution of Hynes Charter School Corporation to authorize the Hynes Charter School Corporation Board Chairman, Alvin C. Miester III, to sign all documents related to the Hynes-UNO building including, but not limited to the following: Contract of Lease, Loan Guaranty Agreement, and Environment Indemnity Agreement. Barbara Richard seconded the motion. With no public comment, the motion carried by a roll call vote of board members present.
- b. Barbara Richard made a motion to adopt a Special Education (SpEd) camera policy as mandated by Louisiana Department of Education (LDOE), drafted by the HCSC legal counsel, and subject to changes by the HCSC administration. Jan Janz seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.
- c. At 6:20 pm, Kris Scairono made a motion to move to Executive session to evaluate the professional competence of the Chief Executive Officer. Bill Chauvin seconded the motion. With no public comment, the motion carried by a unanimous vote of board members present.

With no further business to discuss, a motion to adjourn was made by Bill Chauvin, seconded by Kris Scairono, and passed unanimously by a vote of board members present. The meeting was adjourned at 6:50 pm.



Edward Hynes Charter School

Board Meeting

Reporting Documents

January 9, 2023

**Edward Hynes Charter Schools
Facilities Report
January 9, 2023**

Hynes-Lakeview

- NOLA PS Annual Facility inspection is scheduled for Thursday, January 12, 2023.
- Installation of projection screen and projector in cafeteria is ongoing.

Hynes-UNO

- No updates.

Hynes-Parkview

- NOLA PS Annual Facility inspection is scheduled for later this month. The actual date is yet to be determined by NOLA PS.

New Item

- Gym floor covering systems are being purchased for Lakeview and Parkview.

Edward Hynes Charter School
CEO's Report
January 9, 2023

Students & Academic

1. The third quarter started on Wednesday, January 4, 2023. Report cards for students in grades K-8 will be distributed in January 12, 2023. This is also the time frame where we individualize meetings for students who may be at-risk of falling well below level or at-risk for retention.
2. Second quarter diagnostic assessments were used to reflect upon the successes from the second quarter. Third quarter academic and solutions goals were established to continue to drive improvements throughout the rest of the school year.
3. Spring Sports and Clubs are planned for the second semester.
4. Our schools are gearing up for Spring Testing. The window for ELPT and LEAP Connect open first. They are followed by LEAP 2025 in April.

Faculty, Staff, and Administration

1. The third impact day is scheduled for Wednesday, February 1, 2023. This time gives our teachers and leaders the opportunity to reflect upon the first half of the quarter and modify pacing maps, lessons, and assessments so that we can best meet or exceed our own goals for student growth. During the impact days, teachers and school leaders are using multiple forms of data to identify strengths and opportunities to develop a path forward for next steps.
2. The faculty and staff enjoyed the Night of Silver and Gold Holiday Party. Thank you for supporting this very important celebration. The March 100 surprised the attendees by marching in and performing for 12 minutes to get the party vibe going.
3. Hynes has a small delegation scheduled to attend the SFA Experienced Sites Conference from January 22-25, 2023. Principals selected a cross section of faculty who represent the components of the reading program. The meeting will take place in Indian Wells, California.
4. Leading for Success Summer Summit- July 24th-28th, 2023. The majority of the funding has been identified.
5. KGF Community Hero: Kamisha Ware Honoree at this weekend Saints Game! Nominated for her 17 years of service in the army and 10 years of service in NO public schools!

Family and Community Involvement

1. Hynes-UNO and Hynes-Lakeview will participate in the "explore French Immersion" night sponsored by the Consulate General of French in Louisiana and the française de La Nouvelle-Orléans on Wednesday, January 11, 2023. This is a great opportunity for our Hynes program to meet with families and distinguish ourselves from other immersion programs.
2. PTO events are scheduled for the spring:
 - a. Hynes-UNO PTO Meeting #3 is January 31, 2023
 - b. Hynes-LV PTO Meeting #3 is February 5, 2023
 - c. Hynes-PV PTO Inaugural Gala is April 1, 2023
 - d. Hynes-LV School Fair is April 1, 2023
 - e. Hynes-UNO Les Amis will host a movie night on April 1, 2023
 - f. Hynes-UNO PTO Meeting #4 is April 19, 2023
3. Hynes-Parkview will be featured in an NSNO column for its success in the first year. Parkview ranked 6th in growth when compared to the other 1177 schools in Louisiana.

Operations and Facilities

1. The Main Round of the 2023-24 admissions process in Enroll NOLA opened on November 7th and will close January 20, 2023. Notice to families will be made by March 31, 2023. We began a lawn sign campaign throughout the city of New Orleans reminding people to Apply to Hynes. A special pop up banner was placed on our website directing all visitors to the One App portal.
2. School-wide Impact Plans will undergo their quarterly review, so that our business managers can make claims for all reimbursable items from the 2nd quarter.
3. The Hynes Network will undergo a Cognia review in the 2023-24 school year. This will be an exciting process that will generate opportunities for us to build upon our strengths.



Edward Hynes Charter School
990 Harrison Avenue
New Orleans, Louisiana 70124
(504) 324-7160

January 9, 2023

To the Board of Directors of
Hynes Charter School Corporation
990 Harrison Avenue
New Orleans, Louisiana

Attached you will find the financial statements as of November 30, 2022. The financial statements include Statement of Financial Position, Statement of Activities and Changes in Net Assets, Statement of Cash Flows and Selected Information for Hynes Charter School Corporation.

Please let me hear your questions or comments.

Regards,

Leon Mathes
Chief Financial Officer
Hynes Charter School Corporation

Hynes Charter School Corporation
Statement of Financial Position
As of November 30, 2022

ASSETS

Current Assets

Cash and cash equivalents		\$ 7,221,175	A
Grants and other receivables:			
NOLAPS / LADOE /Federal / ERATE	\$ 1,103,195		B
Other receivables	24,500		C
Total grants and other receivables		1,127,695	
Prepaid expenses		127,490	D
Total Current Assets		8,476,360	

Other Assets

Deposits	17,400		E
Total Other Assets		17,400	

Fixed Assets

Leasehold improvements	\$ 7,530		F
Equipment	\$ 156,109		G
Total Fixed Assets		163,637	
Accumulated depreciation		(69,916)	H
Total Fixed Assets, net		93,721	I
TOTAL ASSETS		\$ 8,587,481	J

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts payable NOLAPS	\$ 380,158		K
Other Accounts payable	360,681		L
Accrued payroll liabilities	682,831		M
Deferred Revenues	(227,383)		N
Total Current Liabilities		\$ 1,196,287	

Net Assets

Net assets, beginning of this fiscal year	7,007,046		
Current year increase (decrease) in net assets (1)	384,149		
Net Assets, end of this period		7,391,194	O
TOTAL LIABILITIES AND NET ASSETS		\$ 8,587,481	P

(1) Includes \$200,000 contributed to Friends of Hynes.

Hynes Charter School Corporation Network Office
Statement of Activities and Changes in Net Assets

	For the Five Months Ended November 30, 2022			Annual
	Actuals	Budget	Variance	Budget
<u>Revenues and Other Support</u>				
State and Local MFP			-	-
Federal Grants	-	90,000	(90,000) A	365,000
State Grants			-	-
Other Grants	25,000		25,000 B	-
Donations	7,500		7,500 C	-
Other income			-	-
Total Revenues and Other Support	\$ 32,500	\$ 90,000	\$ (57,500)	\$ 365,000
<u>Expenses</u>				
Employee Salaries	410,231	409,500	(731)	1,098,000
Employee Benefits	128,177	152,910	24,733	410,000
Administrative fee			-	-
Depreciation Expense			-	-
Disposal services			-	-
Dues and fees	18,078	18,000	(78)	50,000
CMO Charge	(555,000)	(555,000)	-	(1,332,000)
Equipment rental			-	-
Food Service Management			-	-
Information technology services	3,100	1,000	(2,100)	5,000
Insurance			-	-
Materials and supplies	14,990	9,000	(5,990)	25,000
Miscellaneous expense			-	-
LEA (additional services)			-	-
Professional Development	6,129	3,000	(3,129)	9,000
Professional services	31,822	20,000	(11,822)	60,000
Repairs and maintenance			-	-
Textbooks			-	-
Transportation			-	-
Travel	53,069	10,000	(43,069)	40,000
Utilities			-	-
Total Expenses	\$ 110,596	\$ 68,410	\$ (42,186)	\$ 365,000
CHANGE IN NET ASSETS	\$ (78,096)	\$ 21,590	\$ (99,686)	\$ -

Hynes Charter School Corporation UNO
Statement of Activities and Changes in Net Assets

	For the Five Months Ended November 30, 2022			Annual
	Actuals	Budget	Variance	Budget
<u>Revenues and Other Support</u>				
State and Local MFP	1,775,981	1,723,335	52,646	A 4,136,000
Federal Grants	231,732	150,000	81,732	B 955,000
State Grants	-	-	-	-
Other Grants	2,218	-	2,218	-
Donations	-	-	-	-
Other income	118,533	52,085	66,448	C 125,000
Total Revenues and Other Support	\$ 2,128,464	\$ 1,925,420	\$ 203,044	\$ 5,216,000
<u>Expenses</u>				
Employee Salaries	871,964	910,000	38,036	2,501,000
Employee Benefits	303,966	334,382	30,416	919,000
Administrative fee	30,274	34,165	3,891	82,000
Depreciation Expense	1,520	1,665	145	4,000
Disposal services	3,714	3,750	36	9,000
Dues and fees	1,516	2,085	569	5,000
CMO Charge	144,167	144,165	(2)	346,000
Equipment rental	3,042	3,750	708	9,000
Food Service Management	2,394	2,400	6	6,000
Information technology services	59,612	28,335	(31,277)	D 68,000
Insurance	20,464	50,000	29,536	120,000
Materials and supplies	393,997	370,000	(23,997)	E 502,000
LEA (additional services)	41,665	41,665	-	100,000
Professional Development	26,957	33,335	6,378	80,000
Professional services	36,508	45,835	9,327	110,000
Repairs and maintenance	34,636	33,335	(1,301)	80,000
Textbooks	20,763	57,000	36,237	57,000
Transportation	28,350	29,165	815	70,000
Travel	10,399	6,250	(4,149)	15,000
Utilities	53,966	37,500	(16,466)	90,000
Total Expenses	\$ 2,089,874	\$ 2,168,782	\$ 78,908	\$ 5,173,000
CHANGE IN NET ASSETS	\$ 38,590	\$ (243,362)	\$ 281,952	\$ 43,000

Hynes Charter School Corporation Lakeview
Statement of Activities and Changes in Net Assets

	For the Five Months Ended November 30, 2022				Annual
	Actuals	Budget	Variance		Budget
Revenues and Other Support					
State and Local MFP	3,188,173	2,993,750	194,423	A	7,185,000
Federal Grants	135,261	250,000	(114,739)	B	1,429,000
State Grants	-	-	-		30,000
Other Grants	6,152	-	6,152		14,000
Donations	43,530	10,000	33,530	C	25,000
Other income	197,355	135,417	61,938	D	325,000
Total Revenues and Other Support	\$ 3,570,471	\$ 3,389,167	\$ 181,304		\$ 9,008,000
Expenses					
Employee Salaries	1,501,284	1,615,000	113,716		4,388,000
Employee Benefits	541,050	564,588	23,538		1,534,000
Administrative fee	60,642	54,585	(6,057)		131,000
Depreciation Expense	8,079	6,665	(1,414)		16,000
Disposal services	3,930	4,585	655		11,000
Dues and fees	7,247	4,165	(3,082)		10,000
CMO Charge	244,166	244,165	(1)		586,000
Equipment rental	8,447	7,915	(532)		19,000
Food Service Management	3,412	4,400	988		11,000
Information technology services	133,342	61,250	(72,092)	E	147,000
Insurance	72,531	83,335	10,804		200,000
Materials and supplies	193,455	135,000	(58,455)	F	324,000
LEA (additional services)	45,835	45,834	(1)		110,000
Professional Development	27,233	67,500	40,267		162,000
Professional services	67,586	45,835	(21,751)		110,000
Repairs and maintenance	87,573	51,665	(35,908)	G	124,000
Textbooks	57,018	63,000	5,982		63,000
Transportation	14,175	22,556	8,381		58,000
Travel	9,605	20,415	10,810		49,000
Utilities	141,724	120,310	(21,414)	H	265,000
Total Expenses	\$ 3,228,334	\$ 3,222,767	\$ (5,567)		\$ 8,318,000
CHANGE IN NET ASSETS	\$ 342,137	\$ 166,400	\$ 175,737		\$ 690,000

Hynes Charter School Corporation Parkview
Statement of Activities and Changes in Net Assets

	For the Five Months Ended November 30, 2022			Annual
	Actuals	Budget	Variance	Budget
<u>Revenues and Other Support</u>				
State and Local MFP	2,280,736	2,023,335	257,401 A	4,856,000
Federal Grants	266,208	300,000	(33,792) B	1,798,000
State Grants	-	-	-	-
Other Grants	122,735	-	122,735 C	-
Donations	-	-	-	-
Other income	73,439	20,000	53,439 D	45,000
Total Revenues and Other Support	\$ 2,743,118	\$ 2,343,335	\$ 399,783	\$ 6,699,000
 <u>Expenses</u>				
Employee Salaries	1,018,679	1,145,000	126,321	3,136,000
Employee Benefits	395,233	405,643	10,410	1,111,000
Administrative fee	38,949	40,000	1,051	96,000
Depreciation Expense	483	-	(483)	-
Disposal services	2,840	3,750	910	9,000
Dues and fees	533	2,085	1,552	5,000
CMO Charge	166,667	166,665	(2)	400,000
Equipment rental	4,890	4,165	(725)	10,000
Food Service Management	2,796	4,800	2,004	12,000
Information technology services	84,865	70,000	(14,865)	168,000
Insurance	46,007	60,415	14,408	145,000
Materials and supplies	138,544	95,000	(43,544) E	228,000
LEA (additional services)	67,250	67,085	(165)	161,000
Professional Development	23,920	21,250	(2,670)	51,000
Professional services	5,398	93,750	88,352	225,000
Repairs and maintenance	156,506	117,085	(39,421) F	281,000
Textbooks	57,036	68,000	10,964	68,000
Transportation	155,925	145,835	(10,090)	350,000
Travel	9,364	13,750	4,386	33,000
Utilities	85,715	77,085	(8,630)	185,000
Total Expenses	\$ 2,461,600	\$ 2,601,363	\$ 139,763	\$ 6,674,000
 CHANGE IN NET ASSETS	\$ 281,518	\$ (258,028)	\$ 539,546	\$ 25,000

Hynes Charter School Corporation
Statement of Cash Flows
For the Five Months Ended November 30, 2022

CASH FLOW FROM OPERATING ACTIVITIES

Change in net assets	384,149
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*Adjustments to reconcile change in net assets to
net cash provided by (used) in operating activities:*

Depreciation	10,083
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Changes in operating assets:

Grants and other receivables	1,434,060
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Prepaid expenses	201,317
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Other assets	-
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Changes in operating liabilities:

Accounts payable	330,703
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Accrued payroll liabilities	(196,053)
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Deferred Revenues	(150,693)
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Net cash provided by (used in) operating activities	<u>2,013,567</u>
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CASH FLOW FROM INVESTING ACTIVITIES

Fixed Assets Purchased	(14,500)
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NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>1,999,067</u>
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Cash and cash equivalents - Beginning of the year	5,222,109
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CASH AND CASH EQUIVALENTS - End of this period	<u><u>\$ 7,221,175</u></u>
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Hynes Charter School Corporation

Selected Information

January 9, 2023

Substantially all disclosures required by accounting principles generally accepted in the United States of America are not included in the attached November 2022 financial statements (Statement of Financial Position, Statement of Activities and Changes in Net Assets, Statement of Cash Flows).

The Student Activity Funds are included in the attached November 2022 financial statements.

The Net Assets for the period ended November 30, 2022 include \$5,662 of restricted funds related to the Project Lead the Way (PLTW) grant.

At the October 2022 Board of Elementary and Secondary Education meeting an update to Bulletin 1566 was approved. It was published in the Louisiana Register on November 10, on notice of intent, and will be updated in Bulletin 1566 in February 2023. The approved change has an immediate effect on the previously adopted 2022-2023 Pupil Progression Plan.

School systems are asked to provide the below addendum to their Board for approval. The assurance should be submitted to DOE@la.gov by January 31, 2023.

Literacy Support Standard for Grades 3 and 4

Beginning with the 2022-2023 school year, and continuing through the summer following the 2023-2024 school year, any student enrolled in third or fourth grade and scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment shall receive a minimum of 30 hours of explicit literacy instruction inclusive of targeted interventions during the summer as set forth in §705 of BESE Bulletin 1566. The literacy instruction shall be based on the science of reading.

- No tuition or fees can be charged for the attendance of an eligible student, and transportation must be offered.
- Summer learning shall be provided by an LDOE-approved tutoring vendor or by a teacher who is enrolled in or has completed the required foundational literacy skills course required per LAC 28:XXV.509 and who has achieved a rating of "effective: proficient" or greater on the most recent evaluation.
- Students not participating in the required summer literacy interventions may be retained in the grade level during the subsequent school year. Such retention shall be included in each local pupil progression plan. A student qualifying for summer literacy interventions who fails to participate in the program but scored Basic or higher on the ELA portion of the most recent LEAP assessment may be promoted to the next grade level.
- The LEA may waive the state policy for students scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment for students with an IEP at the discretion of the IEP team.
- Prior to retaining a student pursuant to this Section, a meeting of the SBLC committee may be called by the school or parent to determine whether retention or another option for additional student support is in the best interest of the student.

LEA assurances and submission information

Assurance is hereby made to the Louisiana Department of Education that the (insert name of LEA) amended to reflect the aforementioned addendum titled 2022-2023 Pupil Progression Plan has been If any local policy outlined in this plan conflicts with federal or state laws or regulations, I understand that federal and state laws and regulations shall supersede the local policy.

Date amended policy approved by local school board or governing authority: _____

Superintendent

Board President

Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into by and between Caveon, LLC, a Utah limited liability company, with offices located at 6905 South 1300 East #468, Salt Lake City, Utah 84047 ("Caveon"), and Hynes Charter School Corporations, with offices located at 990 Harrison Ave., New Orleans, LA 70005 ("CMO" or "Client") (collectively, the "Parties") and shall become effective as of January 11, 2023 (the "Effective Date").

Capitalized terms throughout the Agreement have the meanings, for purposes of this Agreement, referenced in the Agreement where the term appears in quotation marks.

INTRODUCTION

Client desires to hire Caveon to provide certain professional test security and related consulting services (the "Services") as more fully detailed and described in the Statement of Work attached hereto as Exhibit "A."

Caveon desires to provide the Services to Client upon the terms and conditions set forth in this Agreement which will apply to the Services to be provided hereunder and any ongoing professional services provided by Caveon to Client hereafter.

This Agreement shall not apply to Caveon's technology and/or Internet-based online subscription services. Access to and use of Caveon's technology and/or Internet-based online subscription services is governed strictly by the Caveon Technology and Internet-Based Services Subscriber Agreement and corresponding Order Form.

In consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the Parties hereto agree as follows:

1. SERVICES

1.1 **Statements of Work.** Client hereby engages Caveon to provide the Services in accordance with a separate Statement of Work ("SOW") for each project and each SOW will be signed by the Parties and appended to and incorporated into this Agreement as an exhibit. Each SOW may define the functional and performance specifications, data inputs and outputs, development processes, partners, payment terms, contacts, documentation, acceptance criteria, resources, milestones, and/or schedule. Although SOWs may reference the use of Caveon's technology and/or Internet-based online subscription services, access and use thereof is governed strictly by the Caveon Technology and Internet-Based Services Subscriber Agreement and corresponding Order Forms.

1.2 **Scope.** Caveon will provide Client with the requirements, timing, performance, and financial details relating to such Services as more specifically defined in the attached initial SOW. Any future SOW, if any, will define the Services requirements, timing, performance, and financial details associated with such SOW.

1.3 **Client Tasks.** Client agrees to perform all tasks required of Client as necessary to allow Caveon to complete any SOW and to provide all necessary assistance and cooperation to Caveon in order for Caveon to timely and efficiently provide the Services. Caveon will not be deemed in breach of this Agreement in the event Caveon's failure to meet its responsibilities and time schedules is caused by Client's failure to meet its responsibilities and timely provide needed materials. In the event of any such failure or delay by Client all of Caveon's time frames and/or deadlines will be

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substitute for the advice of an attorney, and that legal advice of any nature, including the legal defensibility of Client's use of the Services, should be sought from competent legal counsel in an appropriate jurisdiction.

3.2 **Maintenance and Support.** During the Warranty Period, Caveon will use best efforts to provide Client all corrections and modifications necessary to solve any problems, functional errors, grammatical errors, or data input/output errors reported by users and/or Client in writing within two business days of report. After the expiration of the Warranty Period, Caveon will supply maintenance and support services on a fee basis mutually agreed to by both parties.

3.3 **Export Act.** Client hereby warrants and certifies that no part of the Services provided or any related data, item, or product will be made available or exported by Client to any country in contravention of any applicable law or regulation of the United States, including the Export Administration Act of 1979 and regulations relating thereto. This Agreement and the licenses under this Agreement are subject to all applicable United States laws and regulations.

4. TERM AND TERMINATION

4.1 **Term of Agreement.** The initial term of this Agreement will be from the Effective Date until the later of 12 months and the completion of any outstanding SOW ("Delivery Date") subject to automatic extension for 12 months from the effective date of any additional SOW. After such initial Term, the Term will automatically renew upon the same terms and conditions on a year-to-year basis unless terminated by either party upon written notice delivered to the other party at least 60 days before the end of the then current Term. This Agreement is subject to termination at any time in accordance with Section 4.2 below.

4.2 **Breach.** If a party materially breaches this Agreement and fails to cure such breach within 30 days of receipt of written notice of such breach from the other party, then the other party may terminate this Agreement. Upon any of the following events, either party may terminate this Agreement effective immediately: (a) the other party is deemed insolvent by a court of law or admits its inability to pay its debts generally as they come due; (b) any sheriff, marshal, custodian, trustee, or receiver is appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of the other party's property; (c) a case is filed by the other party under the Bankruptcy Code or any other insolvency law; (d) a case is filed against the other party without such party's application or consent under the Bankruptcy Code or any other insolvency law and such case continues undismissed for 90 days; (e) the other party makes a general assignment for the benefit of creditors; or (f) the other party is dissolved or liquidated or takes any action for such purpose. Notwithstanding the foregoing, each party agrees to work in good faith to effect a cure for any potential breach. The right to terminate will be in addition to, and will in no way limit, the other remedies, damages, and relief to which the other party may be entitled. The other party is not required to terminate this Agreement for any uncured breach and is still entitled to its remedies, damages, and other relief for the breach.

4.3 **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, Client will have no further rights under this Agreement to continue to receive Services. The following will survive any expiration or termination of this Agreement: (a) the right of Client to continue to use accepted Services subject to the payment of any accrued fees due for such Services; (b) any provisions of this Agreement that protect either party's intellectual property rights; (c) any provision defining rights upon termination and dispute resolution; and (d) any other provisions of this Agreement that by their nature are intended or should survive any expiration or termination of this Agreement, but only to the extent that such survival is reasonable. Upon termination of this Agreement for any reason other than Caveon's breach which remains uncured, all payments earned by Caveon through date of termination will be due and payable for Caveon's work performed.

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extended as necessary and Client will continue to make timely payments to Caveon as set forth in this Agreement as if all time frames, schedules, or deadlines had been completed by Caveon.

1.4 **Project abandonment.** If after repeated attempts to begin, continue, or finalize the delivery of Services, Client fails to participate, or becomes otherwise unresponsive to Caveon's requests for a period exceeding three months, the SOW will be considered abandoned and any outstanding balance under such SOW will become automatically due and payable. Client will not be entitled to any refund upon a SOW being abandoned.

1.5 **Compensation.** Caveon will invoice Client based on the terms agreed upon in each SOW inclusive of all reasonable expenses incurred by Caveon as authorized by the SOW. All payments will be due and paid in U.S. dollars. Caveon will bill Client for the cost of services and authorized expenses in accordance with the project milestones established in the SOW. Payment of any invoice is due promptly upon receipt and any unpaid balances will accrue interest at the rate of 12% per annum from 30 days after the date of each invoice. Caveon shall have the right to withhold services and deliverables included in the SOW if Client fails to timely make any payment due hereunder, until such time that payment is made.

1.6 **Changes.** All mutually agreed upon changes to any SOW must be in writing defining the change new specifications, payment amounts, and terms.

2. OWNERSHIP

2.1 **Client.** Client will retain ownership of its data and any proprietary content it created prior to entering into this Agreement.

2.2 **Caveon.** Caveon will retain all proprietary rights and intellectual property (IP), including copyright, in any concepts, methodologies, materials, procedures, custom programming, systems, software, and code that have been previously or independently developed by Caveon, which may be adapted or used by Caveon to perform services under this Agreement. Client acknowledges that Caveon has a vital financial interest in retaining ownership and control of any and all source code and other IP developed by Caveon both in the past and in the future, therefore such materials will include, but not be limited to Caveon computer programs/systems, technologies, proprietary software, methods, materials, and training modules. Any changes or modifications to the Caveon systems and processes suggested or required by the Client are hereby assigned by the Client to Caveon, and Caveon will own all right, title, and interest, including copyrights, in such changes and modifications to Caveon IP.

2.3 **Source Code.** Caveon will have no obligation to provide to Client any source code or any programming documentation, confidential technical information, or proprietary software materials, tools, or utilities beyond providing the Services. However, if and to the extent any of the foregoing are provided to Client, they will be deemed Confidential Information of Caveon and will not be disclosed, distributed, or licensed by Client.

2.4 **Trademarks.** Nothing in this Agreement grants to either party the right to use any trade name, trademark, or service mark, or commercial symbol or logo of the other party except as expressly provided in this Agreement. If a party is granted a right to use such trademarks, it will do so only in strict compliance with the other party's guidelines as provided by such other party.

3. WARRANTY, MAINTENANCE, SECURITY, AND INDEMNITY

3.1 **Warranty.** Caveon warrants that the Services will conform to the specifications in the SOW for a period of six months after acceptance of the final deliverables or service ("Warranty Period"). Client acknowledges that any law-related information provided by Caveon to Client is not a

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5. INDEMNIFICATION, INSURANCE DISCLAIMERS AND LIMITATIONS

5.1 **Indemnification by Caveon.** Caveon agrees to indemnify, defend, and hold harmless Client and its affiliates, and their respective directors, officers, employees, and agents (collectively, the "Client Indemnified Parties") from and against any and all losses, liabilities, damages, awards, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any claim, action, lawsuit, or proceeding brought or made by a third party, based directly or indirectly on: (a) the breach or alleged breach of any representation, warranty, or obligation hereunder by Caveon; (b) any negligence or willful misconduct by Caveon in connection with this Agreement; or (c) the infringement, misappropriation, or other violation or alleged infringement, misappropriation, or other violation of any rights of any third party, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trade secrets, trademarks and/or likenesses, or other intellectual property or proprietary rights of any third party, by Caveon in providing the Services hereunder.

5.2 **Indemnification by Client.** Client agrees to indemnify, defend, and hold harmless Caveon and its affiliates, and their respective directors, officers, employees, and agents (collectively, the "Caveon Indemnified Parties") from and against any and all losses, liabilities, damages, awards, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any claim, action, lawsuit, or proceeding brought or made by a third party, based directly or indirectly on: (a) the breach or alleged breach of any representation, warranty, or obligation hereunder by Client; (b) any negligence or willful misconduct by Client in connection with this Agreement; (c) the infringement, misappropriation, or other violation or alleged infringement, misappropriation, or other violation of any rights of any third party, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trade secrets, trademarks and/or likenesses, or other intellectual property or proprietary rights of any third party, by Client or the content of any creative work product or other material that Client provided hereunder; or (d) arising from representations or warranties regarding testing services made by Client beyond those warranties provided by Caveon in this Agreement with regard to the Services provided.

5.3 **Nature of Indemnification.** The indemnifying party hereunder (the "Indemnifying Party") will defend the indemnified party hereunder (the "Indemnified Party") against all claims described above and will pay for the cost of such defense, including reasonable attorneys' fees. The Indemnifying Party will pay all monetary judgments, costs, and attorneys' fees awarded to any third party for such claims. The Indemnifying Party will pay any payments made to settle any such claims, provided the settlement is approved in writing by the Indemnified Party.

5.4 **Indemnification Requirements.** The Indemnified Party must inform the Indemnifying Party in writing of any claims described above within 60 days of receipt of notice of such claim or allegation of such claim; provided, however, that failure to give such notice within such 60-day period will not invalidate the indemnity obligations contemplated by this Section except to the extent that the Indemnifying Party has been prejudiced by the failure or delay to give such notice. The Indemnified Party must give the Indemnifying Party the right to control the defense and settlement of the claim and any lawsuit or arbitration based thereon. The Indemnified Party must reasonably cooperate with the Indemnifying Party in the defense and settlement of such claim and such lawsuit or arbitration. The Indemnified Party will have the right at its own cost and expense to participate in the defense of any such claim through counsel of its own choosing who will serve as co-counsel with counsel designated by the Indemnifying Party. Such right will not negate the Indemnifying Party's right to control the defense and settlement of the claim; provided, however, the Indemnifying Party will not settle any claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed) if and to the extent the settlement requires the Indemnified Party to agree to restrictions or obligations other than to cease use, distribution, and copying or other infringement of intellectual property.

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5.5 Insurance Requirements. Without limiting Client's liability or other obligations to Caveon or other Persons, Client shall maintain adequate insurance coverage at its expense to cover losses to Caveon and/or its employees, officers, directors, and contractors, including (a) all insurance coverage required by applicable law; (b) commercial general liability insurance with limits of at least \$1,000,000 per occurrence, including coverage for personal injury, bodily injury and property damage; and (c) excess and/or umbrella excess liability insurance. All policies of insurance that provide premises liability coverage shall specifically identify all property locations to which the coverage applies. No Caveon employee, officer, director or contractor shall provide services at any Client location that is not explicitly identified as a property or location that is covered by the Client's premises liability insurance. All insurance required of Client under this Agreement must: (i) be primary and non-contributory to any other policies Caveon maintains; (ii) contain a waiver of subrogation in favor of Caveon, its Affiliates, and its and their officers, agents, representatives, directors and employees; (iii) contain a provision that Caveon is entitled to recover for any loss suffered by Caveon as a result of Client's or its Personnel's negligence; and (iv) contain a provision requiring the insurance carrier to provide notice (to be delivered in accordance to policy provision) before any cancellation of coverage or material change in coverage takes effect for the applicable insurance policy, regardless of whether canceled or changed by Provider or the insurance carrier. Client shall provide Caveon with certificates of insurance evidencing the insurance coverage required by this Section and name Caveon, its Affiliates, and its and their officers, agents, representatives, directors, employees and contractors as additional insureds. All insureds must have a policy holder rating of at least an "A-minus" and a financial size of at least a "Class VII," as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Cancellation or alteration of any insurance policy required of Client under this Agreement will not relieve Client of its continuing obligation to maintain insurance coverage in accordance with this Section.

5.6 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION TO THE OTHER PARTY. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED.

5.7 Limitation on Liability. EXCEPT FOR THE RIGHTS OF INDEMNITY EXPRESSLY SET FORTH HEREIN, IN NO EVENT WILL CAVEON'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO CAVEON UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. CAVEON'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) SHALL NOT EXCEED \$50,000.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information. Each party may, from time to time, disclose or make available to the other party (the "Receiving Party") non-public confidential and/or proprietary data, information and materials in any format belonging to the disclosing party ("Disclosing Party"), or to a third party that disclosed such information to the Disclosing Party in confidence, which the Receiving Party knows, or reasonably should know, would be considered confidential by the Disclosing Party. Either party disclosing Confidential Information shall clearly and conspicuously designate all information that will be subject to the terms of this provision as "CONFIDENTIAL" prior or simultaneous to disclosing it to the Receiving Party. Receiving Party will keep and maintain in confidence all Confidential Information of the Disclosing Party. "Confidential Information" means all information, documentation, materials, technology, intellectual property, Trade Secrets, and

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observations of assessment administrations, statements made by Client's employees and students at all such schools, monitoring reports created by Caveon and the monitoring data and observations underlying the monitoring reports, regardless of whether such Client Data and Information includes Confidential Information.

6.6 Injunctive Relief. The parties acknowledge and agree that the breach of the terms of this Section may cause irreparable injury to the non-breaching party that is inadequately compensable in monetary damages. In addition to any other remedies in law or equity, the non-breaching party may seek injunctive relief for the breach or threatened breach of this Section.

7. GENERAL PROVISIONS

7.1 Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

7.2 Relationship of Parties. Neither party to this Agreement is or will be construed as the partner, joint venturer, agent, or representative of the other party. Client is an independent Client and there is no employment relationship between the parties. Neither party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other party.

7.3 Notice and Payment. Notices and other communications provided for herein will be in writing and will be delivered by hand or will be sent by electronic means (and if sent by electronic means, will be confirmed by registered mail, return receipt requested, or by overnight mail or courier, postage and delivery charges prepaid), to the addresses listed above or the parties' current business or resident address. Whenever any notice is required to be given hereunder, such notice will be deemed given and such requirement satisfied only when such notice is delivered or, if sent by electronic means, when received. Addresses may be changed upon notice of such change given as provided in this Section.

7.4 Survival. All representations and agreements of the parties contained in this Agreement or in any document or certificate delivered by the parties pursuant hereto or in connection herewith will survive the execution and delivery of the Agreement and the expiration or other termination hereof.

7.5 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereby waive any provision of law that prohibits or renders unenforceable provisions hereof in any respect.

7.6 Successors. All of the terms, covenants, representations, warranties and conditions set forth in this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

7.7 Amendment and Waiver. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties or, in the case of a waiver, by or on behalf of the waiving party. The waiver by any party at any time or times to require performance under any provision hereof will in no manner affect such party's right at a later time to enforce the same provision or provisions.

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business and marketing plans and data belonging to a Disclosing Party, or to any third party who disclosed such information to the Disclosing Party in confidence, and which the Disclosing Party makes available to the Receiving Party in oral, written, electronic, or other format which is identified at the time of disclosure as confidential or at any time within 30 days of disclosure, or which the Receiving Party knows, or reasonably should know, would likely be considered confidential by the Disclosing Party, including, but not limited to, information relating or pertaining to the Disclosing Party's business, projects, products, customers, business and marketing plans, financial information, supplier, processes, methodologies, formulas, plans, and concepts for products and services previously developed, in-development and to-be-developed by the party, and unpublished know-how, whether patented or unpatented. "Trade Secret," as used herein, shall have the meaning ascribed to it under the Uniform Trade Secrets Act.

6.2 Obligation of Confidentiality. Without limiting the foregoing, the Receiving Party will take all precautions that it employs to protect its own Confidential Information but in no event use less than reasonable care to prevent the unauthorized disclosure of any part of the Disclosing Party's Confidential Information. The Receiving Party will (a) not copy or use the Disclosing Party's Confidential Information, in whole or in part, except as required to perform pursuant to this Agreement; (b) limit the use and circulation of the Disclosing Party's Confidential Information within its organization; (c) disclose the Disclosing Party's Confidential Information only to employees of the Receiving Party that need to know such information to effectively perform pursuant to this Agreement; and (d) disclose the Disclosing Party's Confidential Information only to its independent contractors which have a written agreement in effect with the Receiving Party that provides for an assignment of inventions and rights in work product and the protection of the confidential information and proprietary information of the Receiving Party and any third parties in a manner consistent with the requirements hereof, and only to the extent necessary to perform in accordance with this Agreement. Each party will be responsible to the other party hereunder for any unauthorized disclosure or other breach of this Agreement by its employees, agents or independent contractors.

6.3 Survival. With respect to a Trade Secret disclosed pursuant to the terms of this provision, the obligations set forth in this Section will continue for so long as the Trade Secret retains protected status under applicable law. With respect to all other Confidential Information, the obligations set forth in this Section will continue for a period of five years after expiration or termination of this Agreement.

6.4 Exclusions. The obligations set forth in this Section will not, however, apply to data, information or materials that: (a) is generally known and available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the Receiving Party; (b) is already in the Receiving Party's possession without an obligation of confidentiality prior to disclosure in connection with this Agreement; (c) is rightfully disclosed to the Receiving Party without a similar restriction by a third party who has the right to make such disclosure; or (d) is independently developed by the Receiving Party and not derived from the Confidential Information.

6.5 Other Disclosures. The Receiving Party may, without breach of this Agreement, disclose Confidential Information of the Disclosing Party to the government as a result of an order entered by a court of competent jurisdiction or in response to a lawful subpoena or request for information from a party to litigation or by an agency of the United States or any U.S. state government. However, the Receiving Party will make no disclosure pursuant to this provision without giving prior written notice to the Disclosing Party of the governmental requirement or court order so that the Disclosing Party has a reasonable opportunity to obtain a protective order from a court of law. Notwithstanding the foregoing restrictions and limitations on disclosure of Confidential Information, Caveon may share information and Client Data collected at schools operated by Client with the Charter Authorizer of all such schools and the Louisiana Department of Education, including

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7.8 Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof, and the provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

7.9 Headings. Section and other headings contained in this Agreement are for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

7.10 Assignment. Client may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Caveon. Caveon reserves the right to assign subcontractors as needed to provide Services under Caveon's direction to ensure completion of the Services.

7.11 Read and Understood. Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

7.12 Authorized Representative. If this Agreement is executed, then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

7.13 Dispute Resolution. In the event of any dispute (each, a "Dispute") between the parties in connection with the performance of this Agreement, the responsible primary contact representing each party will negotiate in good faith to attempt to resolve such Dispute. If such primary contacts do not resolve the Dispute within 30 days from the commencement of such discussions, then senior executives designated by each party will meet and attempt in good faith to reach resolution. Such senior executives will have at least 15 days from the expiration of the previous 30-day period to resolve the Dispute. The parties must complete the foregoing dispute resolution process before serving written notice on the other party alleging a material breach of this Agreement, provided however, the parties acknowledge and agree that not every Dispute will rise to the level of a material breach.

7.14 Jurisdiction and Forum Selection. Any controversy claim or dispute among the parties hereto arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the parties, will be brought in the State of Utah. The parties consent to the exclusive jurisdiction of an appropriate court within the State of Utah, to hear and decide any controversy, claim, or dispute hereunder. The prevailing party in any legal action will be entitled to recover its reasonable attorney's fees and costs, as determined by the trial court.

7.15 Construction. This Agreement represents the wording selected by the parties to define their agreement and no rule of strict construction will apply against either party. Whenever the context reasonably permits, the singular will include the plural, the plural will include the singular, and the whole will include any part thereof. If any provision of this Agreement in held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

7.16 Waiver. Any waiver of, or promise not to enforce, any right under this Agreement will not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.

7.17 Execution. This Agreement may be executed in any number of duplicate counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the party for whom they are signing.

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Exhibit "A"

The parties hereto have caused this Agreement to be duly executed as of the date indicated to be deemed effective as of the Effective Date.

Statement of Work ("SOW")

Dated: January 11, 2023 ("Effective Date")

Caveon, LLC

Hynes Charter School Corporations

Marc J.
Weinstein

Digitally signed by Marc J.
Weinstein
Date: 2023.01.11 12:29:41 -0700

Signature

Signature

Marc J. Weinstein

Michelle B. Douglas

Name

Name

VP, Caveon Audit & Response Solutions

CEO

Title

Title

This Statement of Work ("SOW") is deemed attached to and incorporated as a part of the Professional Services Agreement entered into by and between Caveon, LLC and Hynes Charter School Corporations, with offices located at 6805 South 1300 East #468, Salt Lake City, Utah 84047 ("Caveon"), and Hynes Charter School Corporations, with offices located at 990 Harrison Ave., New Orleans, LA 70005 ("CMO" or "Client") (collectively, the "Parties") and shall become effective as of January 11, 2023 (the "Effective Date").

If there is a conflict between the terms of the Agreement and this SOW, the terms of this SOW will control. The figures and dates presented below form the official SOW to be performed.

Although the SOW may reference the use of Caveon's technology and/or Internet-based subscription services, Client access and use thereof is governed strictly by the Caveon Technology and Internet-Based Services Subscriber Agreement and corresponding Order Form.

Caveon Professional Services

Real-Time Monitoring Service and Related Assumptions

Caveon will provide Real-Time, on site monitoring of state educational assessment administrations required by the Louisiana Department of Education ("Real-Time Monitoring") during the administration of Spring 2023 state assessments at each of the CMO schools identified on Appendix 1 hereto.

Real-Time Monitoring for each school is a one-day event that includes two (2) Caveon-trained professional assessment administration monitors ("Caveon Monitors") who will monitor test administrations at the school from the time the school building is opened for the day until the completion of regular test administrations for the day (monitoring does not include make-up testing following regular sessions or complete coverage of extended-time accommodated testing). In no event shall Caveon Monitors remain on-site at a school later than 2:00 p.m. Central Time each day.

Caveon Monitors will document any failure of each school and/or school staff and administrators participating in the assessment process to strictly comply with all applicable assessment policies and procedures required by the Louisiana Department of Education ("LDOE"). Caveon will utilize monitoring and observation checklists and protocols developed in collaboration with the Louisiana Department of Education to ensure careful, consistent monitoring of state assessment administrations. Caveon Monitors will document all observed deviations from assessment policies and procedures using LDOE-approved checklists and narrative descriptions of all significant deviations from policies observed during monitoring.

Caveon will provide Real Time Monitoring using Caveon Core™, a proprietary Internet-based test security management platform which serves as an electronic version of the monitoring tool described above. Caveon Core enables monitors to electronically enter and archive observation findings during and after each monitoring event on handheld electronic devices that are securely connected to Caveon Core via a secure, wireless Internet connection provided by CMO, helping to ensure timely, accurate, and consistent submission of important data elements critical to successful assessment administration monitoring. Caveon Core is a secure tool that provides multiple views, permission-based roles and system access, resource management, analytics, secure file sharing, and external reporting. The CMO's District Test Coordinator ("DTC") will have the capability to view monitoring data in real time on Caveon Core as it is collected and uploaded each day by Caveon Monitors, and quickly sort through the data to identify testing irregularities and other specific issues of concern detected by Caveon Monitors. Finally, CMO will receive Monitoring Reports electronically via Caveon Core.

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Exhibit "A"

Exhibit "A"

All terms and conditions governing access and use of Caveon Core are set forth in the Caveon Technology and Internet-Based Services Subscriber Agreement and corresponding Order Form for Caveon Core ("Core Terms of Use"). In order to access and use Caveon Core, CMO must execute the Core Terms of Use.

CMO shall promptly and completely respond to all Caveon requests for information required to plan for monitoring, including but not limited to testing schedules, school staff contacts and school-level assessment administration information and related documents for each school to be monitored. CMO shall provide Caveon with Monitor Authorization letters that include content mutually agreed upon between Caveon and CMO, no later than March 18, 2023. CMO and its staff must fully cooperate with Caveon Monitors while on site and provide them with all requested information and materials relevant to the security and integrity of the assessment administration process. CMO must provide Caveon Monitors with access, including passwords if required, to a secure Wi-Fi network connected to the Internet at each school to be monitored, during the time that monitors are present on-site.

Caveon shall select the dates for monitoring at each CMO school and shall not advise CMO in advance of the date that monitoring will occur at each school.

If the CMO provides Caveon with information about any school testing schedule that turns out to be inaccurate, and, in reliance on such CMO-provided information, Caveon sends Caveon Monitors to any CMO school on a day when testing is not taking place at the school, the CMO shall pay Caveon an additional fee of \$500 (the "Rescheduling Fee"). The Parties agree that the Rescheduling Fee is not a penalty but is intended to fairly compensate Caveon for the time and expenses of Caveon Monitors traveling to the school on a day that monitoring cannot be conducted, as well as the administrative cost and burden of rescheduling the monitoring day.

The Parties agree that Caveon Monitors will promptly report all testing irregularities observed while on site at any CMO school to the CMO's District Test Coordinator. CMO further agrees that, upon receiving a report of a testing irregularity from Caveon or a Caveon Monitor, it will (1) promptly and accurately complete a testing irregularity report, (2) notify the Louisiana Department of Education of the irregularity, and (3) comply with all other relevant requirements of Bulletin 118 in responding to irregularities. CMO understands that Caveon will fully cooperate with any investigation by the Louisiana Department of Education and/or the Louisiana Office of the Inspector General in relation to any observed testing irregularity. CMO further understands and agrees that Caveon will share information collected at CMO schools in the process of Real-Time Monitoring with the CMO's Charter Authorizer, including the monitoring reports created by Caveon and the monitoring data and observations underlying the monitoring reports.

Caveon Real-Time Assessment Administration Monitors must either be Caveon employees or must meet at least one of the following qualifications and complete Caveon's Monitor Training Program:

- Certified Exam Security Professional (CESP-Generalist) with at least 2 years of experience in any aspect of assessment
- Assessment professional with at least 3 years of experience in large scale test administration
- Current, former or retired educator, school counselor or school administrator with at least 3 years of experience administering standardized statewide assessments in a group setting
- Current, former or retired educator, school counselor or school administrator with at least 3 years of experience administering either the ACT or the SAT
- Retired federal law enforcement officer
- Retired state law enforcement officer with at least 5 years of experience conducting fraud investigations
- Certified Fraud Examiner (CFE) with at least 2 years of experience since becoming certified

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- Licensed (in any state) Certified Public Accountant (CPA) with at least 2 years of external auditing experience
- ASIS Professional Certified Investigator (PCI) with at least 2 years of experience since becoming certified
- Third-Year law students
- Licensed (in any state) attorney

Each Caveon Monitor will be required to complete the following certification prior to conducting monitoring in a CMO school:

I, the undersigned Test Security Monitor, hereby certify, swear and/or affirm, under penalties of perjury, that the following statements are true and correct.

I agree that I will forever maintain the confidentiality of all information provided to me by Caveon, LLC ("Caveon") and the schools where I will conduct monitoring. I understand that Caveon is the owner of all training materials and related copyrights, methodologies and processes, as well as the methodologies and processes for test administration monitoring and site observations. I agree that I will not record, copy, disclose, share or reconstruct any information or material provided to me in the course of receiving training and providing services as a Caveon Test Security Monitor ("Confidential Information"), for any purpose. I understand that the privacy of student personal and academic information is strictly protected under federal and state law, and that I may be subject to criminal charges pursuant to Louisiana Act No. 837 if I disclose or share any "personally identifiable information" of a student, as defined therein. I agree to use my best efforts to protect all personally identifiable information and Confidential Information. I will immediately notify Caveon if I become aware that personally identifiable information or Confidential Information described herein has been recorded, disclosed, copied, shared or reconstructed.

I will truthfully and impartially conduct test administration monitoring at all schools to which I am assigned, in accordance with Louisiana law and all procedures, protocols and training provided to me by Caveon and certify that I have no interest that conflicts with my role as an independent and impartial test administration monitor. I will objectively and accurately record and report to Caveon all observations that I make in my role as a test administration monitor.

In addition, I certify that the following statements are true and correct for each CMO school where I may conduct monitoring:

- I am not a current contractor, consultant, employee or job applicant of the school or charter organization.
- No family member or person with whom I reside is a current contractor, consultant, employee or job applicant of the school or charter organization.
- No family member or person with whom I reside is a current or future student of the school or charter organization.
- I have no financial interest in the school or charter organization.
- No family member or person with whom I reside has a financial interest in the school or charter organization.

In addition, I certify that I am not currently an elected or appointed local or state official or candidate for office in the district or parish where I am conducting monitoring.

I further certify that I have never been convicted or adjudicated guilty for any of the following criminal offenses: a felony, a sex crime, a crime involving a child victim or a crime of dishonesty. I further certify that I am not presently required to abide by the terms of a protection from abuse order or any other domestic violence injunction.

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Exhibit "A"

Finally, I understand that, for a period of one year following the execution of this Certification, I am required to notify Caveon of any changes in circumstances that would require me to modify any of the above statements related to conflicts of interest or criminal history. Notice hereunder shall be provided via confirmed delivery of an email to mjw@weinstein@caveon.com

I. Reports and Deliverables

Two Caveon Monitors will conduct Real-Time Monitoring for each designated CMO school for one day as described above. Subject to CMO's execution of the Core Terms of Use, Caveon will provide CMO with access on Caveon Core to view each monitor's monitoring checklists, with narrative descriptions of observed deviations from assessment policies, as well as a one page summary report indicating the school's compliance with broad security policy categories and identifying any particular aspects of the assessment process that require further investigation.

The monitoring checklists with narrative descriptions will be provided on a daily basis as Monitors enter data into Caveon Core, and one-page summary reports will be posted on Caveon Core within a period of thirty (30) days following the completion of each monitoring event described in the deliverable table below.

II. Pricing

This section details pricing and deadlines for all deliverables:

Deliverable and Deadline	Unit Price	Fee
Caveon will utilize the above described methods to conduct one day of Real-Time Monitoring at each of 3 CMO schools identified on Appendix 1 hereto.		
Appendix 1 shall include each school's name, street address, assessments to be monitored, testing grades, and testing start and end dates for each relevant assessment.		
Caveon will select one day within the relevant testing window at each school to conduct Real-Time Monitoring.	\$3,500 per school for each day of real-time monitoring at each school, report included.	\$10,500
Caveon will deliver the monitoring reports for each of the schools identified in Appendix 1 within thirty (30) days of completion of monitoring.		
TOTAL		\$10,500*

*Plus any Rescheduling Fee as defined above.

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Appendix "1"

School Information	
In accordance with the terms of the Statement of Work, Caveon will provide one day of Real-Time Monitoring at each of the following 3 schools.	
1. Hynes-UNO 6101 Chatham New Orleans, LA 70122 Testing Grades: 3 Assessments to be monitored: LEAP 2025 3 PBT 4/26/2023 - 5/2/2023	
2. Hynes-Lakeview 990 Harrison Ave. New Orleans, LA 70124 Testing Grades: 4 Assessments to be monitored: LEAP 2025 5-8 CBT 4/25/2023 - 5/01/2023	
3. Hynes-Parkview 4817 Mirabeau New Orleans, LA 70126 Testing Grades: 5 Assessments to be monitored: LEAP 2025 5-8 CBT 4/25/2023 - 5/01/2023	

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Exhibit "A"

III. Payment Terms

The following payment terms apply:

Amount	Description	Deadline
\$5,250	50% of contract total Due upon execution of contract	January 11, 2023
\$5,250	50% of contract total due upon delivery of all monitoring reports for all schools	June 30, 2023

Caveon shall have the right to withhold services and deliverables included in the SOW if Client fails to timely make any payment due hereunder, until such time that payment is made.

IV. Signatures

Agreed and Accepted:

Caveon, LLC

Hynes Charter School Corporations

Marc J. Weinstein
Digitally signed by Marc J. Weinstein
Date: 2023.01.11 13:05:47 -0700

Signature

Signature

Marc J. Weinstein

Michelle B. Douglas

Name

Name

VP, Caveon Audit & Response Solutions

CEO

Title

Title

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Technology and Internet-Based Services Subscriber Agreement

This Caveon Technology and Internet-Based Services Subscriber Agreement ("Agreement") is made and entered into this January 11, 2023 ("Effective Date"), by and between Caveon, LLC, a company formed under the laws of the State of Utah, with offices located at 8905 South 1300 East #488, Midvale, Utah 84047 ("Caveon"), and Hynes Charter School Corporations located at 990 Harrison Ave., New Orleans, LA 70005 ("Client" or "Licensee") (individually referred to as a "Party" and collectively referred to as the "Parties").

The Client seeks to subscribe to Caveon's Technology and Internet-Based Services. The terms and conditions set forth in this Agreement as well as any applicable Order Form (as defined below) will apply to Client's subscription to Technology and Internet-Based Services provided by Caveon (the "Services"). If Client purchases professional services from Caveon, then the terms governing such professional services shall be set forth in a separate Professional Services Agreement ("PSA") and related Statement of Work ("SOW"). The terms of this Agreement do not, and shall not, govern Caveon's professional services.

In consideration of the mutual promises, covenants, terms, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby recognized and acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used throughout the Agreement and applicable Order Form shall have the meanings, for purposes of this Agreement and applicable Order Form, provided by the Agreement where the term is defined or otherwise appears in quotation marks.

1.1 The term "Affiliate" means any person or entity, such as a vendor or independent contractor that is controlled by, or is under contract with, either Caveon or Licensee.

1.2 The term "Authorized Persons" means Caveon's employees, contractors, agents, attorneys and auditors (including data center providers) who have a need to access, use and process the Client Data to enable Caveon to perform its obligations under this Agreement. All Authorized Persons shall be bound in writing by confidentiality, use and security obligations sufficient to protect Client Data in accordance with the terms and conditions of this Agreement.

1.3 The term "Client Data" means all information provided by Client or its Users to Caveon and processed or stored on computers, electronic media, or cloud sites, remotely or locally, by Caveon, as well as any information derived from such information. Client Data includes, without limitation: (a) information on paper or other non-electronic media provided to Caveon for computer processing or storage, or information formerly on electronic media; (b) information provided to Caveon by Client's Users, customers, vendors or other third parties on Client's behalf; and (c) personally identifiable information from such Users, customers, or other third parties, including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, employee identification numbers, IP addresses, location information, government-issued identification numbers, passwords, answers to security questions and other unique personal identifiers.

1.4 The term "Order Form" means an ordering document that specifies the Services purchased by Client under this Agreement. Each Order Form shall be incorporated by reference into the terms of this Agreement, whereby the terms and conditions of this Agreement shall apply to such Order Form. If there is a conflict between the material terms and conditions of the Agreement and any Order Form, then such material terms of the Order Form shall control.

1.5 The term "Security Breach" means any act or omission that may reasonably compromise or materially compromise either the security, confidentiality or integrity of Client Data or the physical, technical, administrative or organizational safeguards put in place by Caveon that relate to the protection of the security, confidentiality or integrity of Client Data or a breach or alleged breach of this Agreement relating to such privacy practices.

1.6 The term "Territory" means throughout the world.

2. SUBSCRIPTION SERVICES; USE RIGHTS

2.1 Subscription Services to be Provided by Caveon. During the term of this Agreement, Caveon will make available and provide the Services identified in the applicable Order Form, the Initial Order Form(s) being attached as Attachment A hereto. Client shall have a nonexclusive, worldwide subscription to the Services, as identified in each applicable Order Form that allows Client to access and use the Services, or use the Technology, pursuant to the terms of the Agreement and applicable Order Form.

2.2 Use Rights. During the term of Client's subscription to the Services and subject to the terms of this Agreement and any applicable Order Form, Caveon hereby grants to Client a worldwide, non-exclusive, non-

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transferable right and license to permit Client and users identified by the Client ("Users") to use the Services to which Client has subscribed. Client's business purposes and as limited herein. Client's use of the Services is also subject to Caveon's Terms of Use posted on its website at www.caveon.com, as such terms may be updated from time to time, to the extent those terms do not conflict with the Agreement. Client's use rights are limited to the Users identified by Client to Caveon and for which Client has paid in accordance with the pricing set forth in the applicable Order Form and the payment terms set forth in this Agreement. Said use rights are non-transferable, except in the event of a merger, acquisition, voluntary sale or transfer of substantially all assets by Client to a transferee which agrees to be bound by all of the terms and conditions of this Agreement. All rights in and to the Services not expressly granted to the Client herein are reserved to Caveon.

2.3 Use Restrictions. Client shall not, alone, or with another party, knowingly (i) copy, disassemble, reverse engineer, or decompile the Services, the Technology, or any component thereof; (ii) modify, create derivative works based upon, or translate the Services, the Technology, or any component thereof; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the Services, the Technology, or any part thereof, in any form or format to any other party, nor shall Client attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

2.4 User Name Security. Client is solely responsible for maintaining the security of all User names and passwords granted to the Client while in Client's possession, for the security of Client's own information systems used to access the Services, and for its Users' compliance with the terms of this Agreement. Client will immediately notify Caveon if it becomes aware of any loss or theft or unauthorized use of any of Client's passwords or user names. Caveon has the right, at any time, to terminate or suspend access to any of Client's Users, or to Client, if Caveon believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Services or Caveon's network, and Caveon shall promptly provide Client with written notice of such suspension along with detailed documentation explaining the reason for the suspension.

2.5 Marking. Client agrees not to tamper with, change, or delete notice, e.g., patent, trademark, or copyright notice, provided by Caveon in connection with the Services. Client shall abide by all intellectual property and other applicable laws within the Territory.

3. INFORMATION SECURITY AND PRIVACY

3.1 If Client will provide Caveon with Client Data (as defined in [herein](#)) in connection with this Agreement, then the Parties will comply with the terms set forth in [Attachment B](#) (Information Security and Privacy).

4. OWNERSHIP OF THE SERVICES AND RELATED DATA

4.1 Ownership of the Subscription Services to be Provided. Except for the limited access and use rights expressly provided to Client under the terms of this Agreement, Caveon retains all right, title and interest in and to the Services, including without limitation all incorporated improvements and modifications thereto resulting from Client's suggestions or use of thereof. Neither this Agreement, nor any prior agreement, grants Client any ownership rights in the Services or any of their components. Client acknowledges and agrees that Caveon shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, feedback, recommendations or other information provided by Client or any of Client's Users relating to the features, functionality or operation of the Services.

4.2 Ownership and Use of Client Data. Client owns all right, title and interest in and to the Client Data and Client's Confidential Information. Client hereby grants to Caveon, a non-exclusive, fully paid, world-wide right and license to use, copy, transmit, process and display the Client Data solely for purposes of facilitating Client's use of the Services. Caveon shall not use the Client Data, except to perform its obligations hereunder and to generate anonymous and aggregate data as expressly set forth in Section 4.3 below.

4.3 Use of Anonymized and Aggregated Data. Client hereby grants to Caveon a nonexclusive, fully paid, world-wide license to use the analytical data generated in connection with use of the Services solely in an anonymized and aggregated form so that it cannot be linked specifically to Client or User or any person by name or identifier, only to permit Caveon to conduct research and development in relation to the Services and/or to provide additional services to its clients.

4.4 Acknowledgement of Ownership. Except for any license expressly granted to Client in connection with this Agreement by way of any applicable Order Form signed by the Parties, Client expressly acknowledges that all right, title, and interest in and to the intellectual property rights ("IPR") in the Services are owned exclusively by Caveon including without limitation all incorporated improvements and modifications thereto resulting from Client's suggestions or use of thereof. Neither this Agreement, nor any prior agreement, grants Client any ownership rights in the IPR or any of their components. If Client acquires any rights in any aspect of the IPR by operation of law or

5.5 Other Disclosures. The Receiving Party may, without breach of this Agreement, disclose Confidential Information of the Disclosing Party to the government as a result of a valid order entered by a court or governmental agency of competent jurisdiction or in response to a lawful subpoena or request for information from a party to litigation or by an agency of the United States or any U.S. state government. However, the Receiving Party will make no disclosure pursuant to this provision without giving prior written notice to the Disclosing Party of the governmental requirement or court order so that the Disclosing Party has a reasonable opportunity to obtain a protective order or other remedy from a court of law. Notwithstanding the foregoing restrictions and limitations on disclosure of Confidential Information, Caveon may share information and Client Data collected at schools operated by Client with the Charter Authorizer of all such schools and the Louisiana Department of Education, including observations of assessment administrations, statements made by Client's employees and students at all such schools, monitoring reports created by Caveon and the monitoring data and observations underlying the monitoring reports, regardless of whether such Client Data and information includes Confidential Information.

5.7 Injunctive Relief. The parties acknowledge and agree that the breach of the terms of this Section may cause irreparable injury to the non-breaching party that is inadequately compensable in monetary damages. In addition to any other remedies in law or equity, the non-breaching party may seek injunctive relief for the breach or threatened breach of this Section.

6. FINANCIAL TERMS

6.1 Fees. In return for the Services provided by Caveon to Client hereunder, Client shall pay Caveon the service fee set forth in the applicable Order Form based upon Client's usage of the Services. All dollar amounts refer to U.S. dollars. The pricing for the applicable Services during any automatic renewal Term shall be the same as in the preceding Term unless Caveon provides written notice of a price increase at least sixty (60) days prior to the expiration of the then-current Term, in which case the price increase shall be effective upon renewal, and provided that the price shall not be increased by more than three percent (3%) over the preceding Term's pricing. Fees for the Services are provided on the applicable Order Form.

6.2 Payment Terms. Unless otherwise noted in the applicable Order Form, Caveon shall invoice Client in advance for all annual and/or minimum fees for Subscription Services, Configuration Services, Protocol Licenses and Training Module Licenses identified in the Order Form, and in quarterly installments for all additional usage charges for Subscription Services and other specified charges, which invoices will also include all non-recurring charges (i.e., setup fees, additional configurations, and other nonrecurring fees for services included on the Order Form) and expenses incurred since the previous invoice. Client shall pay all Caveon invoices within 30 days of the date of receipt of invoice. If Client is delinquent in payment of any undisputed portion of an invoice, in addition to any other remedies it may have, including termination of the Agreement, Caveon may suspend access to the Services and charge Client interest on the delinquent payment amounts. Client interest on delinquent amounts at the rate of 1.5% (or the maximum interest rate permitted by law, whichever amount is higher) per month that a payment is overdue, until all unpaid balances are paid.

6.3 Taxes. Client shall pay or shall reimburse Caveon for all sales taxes and other taxes, however characterized by the taxing authority, based upon the usage fees and other charges incurred under this Agreement or otherwise incurred on account of Client's use of the Services, except for any taxes based upon Caveon's net income or gross receipts or for any franchise or excise taxes owed by Caveon. If Client is a tax-exempt organization, then, upon Caveon's receipt of proof of such status, Caveon shall not charge Client for any taxes from which Client is exempt.

6.4 Pricing Changes. Clients will receive notice of changes in pricing at least 60 days before each anniversary of the Effective Date.

7. WARRANTIES AND DISCLAIMER

7.1 Warranties. Caveon warrants that (i) it will utilize generally prevailing industry standards to detect and remediate viruses and other harmful code or programs designed to damage or interfere with the operation or performance of the Services; (ii) the Services will perform materially in accordance with the applicable specifications of the Services (as set forth in Attachment A and all related user documentation of the Services, as revised and updated from time to time) under normal use and circumstances; and (iii) Caveon owns or otherwise has sufficient rights in the Services to grant Client the rights to use the Services as provided herein. Client must report any material deficiencies in the Services to Caveon in writing within thirty (30) days of Client's discovery of the defect. Client's exclusive remedy for the breach of the warranties in (i) and (ii) above will be for Caveon to use commercially reasonable efforts to correct any such deficiencies within reasonable time of receipt of written notice from Client detailing the breach and, if Caveon is unable or unwilling to remedy such breach within a reasonable time period,

otherwise, Client hereby irrevocably assigns such rights to Caveon without further action by either Party. Client agrees not to dispute or challenge or assist any person or entity, directly or indirectly, in disputing or challenging Caveon's rights in and to the IPR. Client will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of Caveon, or cause confusion as to Caveon's ownership of the IPR.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Each party may, from time to time, disclose or make available to the other party ("Disclosing Party") non-public confidential and/or proprietary data, information and materials in any format or form, whether in oral, written, electronic, or other media, owned or controlled by the disclosing party ("Disclosing Party"), or to a third party that disclosed such information to the Disclosing Party in confidence, which the Receiving Party knows, or reasonably should know, would be considered confidential by the Disclosing Party. The term "Confidential Information" means all Know-How, information, ideas, documentation, specifications, materials, technology, intellectual property, inventions, methods, protocols, discoveries, Trade Secrets, unpublished patent applications, business and marketing plans, source code, object code, drawings, and other visual depictions in any form, in whole or in part, of any of the foregoing and data belonging to a Disclosing Party, or to any third party who disclosed such information to the Disclosing Party in confidence, and which the Disclosing Party makes available to the Receiving Party in oral, written, electronic, or other format which is identified at the time of disclosure as confidential or at any time within 30 days of disclosure, or which the Receiving Party knows, or reasonably should know, would likely be considered confidential by the Disclosing Party, including, but not limited to, information relating or pertaining to the Disclosing Party's business, projects, products, customers, Trade Secret (as defined below), business and marketing plans, financial information, whether patented or unpatented, all notes, analyses, compilations, reports, forecasts, studies, examples, data, studies, summaries, interpretations, and other materials prepared by or for "Party to the extent containing, based on, or otherwise reflecting or derived from any of the foregoing. The term "Trade Secret," as used herein, shall have the meaning ascribed to it under the Defend Trade Secrets Act 2016 (DTSA) (as codified at 18 U.S.C. § 1836, et seq.), the Uniform Trade Secrets Act, and other applicable federal or state law, as applicable. Information designated by Caveon as a Trade Secret or Confidential Information hereunder shall not be subject to disclosure as a public record, except as otherwise required by law.

5.2 Exclusions. Confidential Information does not include data, information or material that: (a) is generally known and available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the Receiving Party; (b) is already in the Receiving Party's possession without an obligation of confidentiality prior to disclosure in connection with this Agreement; (c) is rightfully disclosed to the Receiving Party without a similar restriction by a third party who has the right to make such disclosure; or (d) is independently developed by the Receiving Party and not derived from the Confidential Information.

5.3 Obligation of Confidentiality. The Receiving Party will keep and maintain in confidence all Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party will take all precautions that it employs to protect its own Confidential Information, but in no event, use less than reasonable care to prevent the unauthorized disclosure of any part of the Disclosing Party's Confidential Information. The Receiving Party will, to the extent permitted by applicable federal and state law, (a) not copy or use the Disclosing Party's Confidential Information, in whole or in part, except as required to perform pursuant to this Agreement; (b) limit the use and circulation of the Disclosing Party's Confidential Information within its organization; (c) disclose the Disclosing Party's Confidential Information only to employees of the Receiving Party that need to know such information to effectively perform pursuant to this Agreement; and (d) disclose the Disclosing Party's Confidential Information only to its independent contractors that have a written agreement in effect with the Receiving Party that provides for an assignment of inventions and rights to work product and the protection of the confidential information and proprietary information of the Receiving Party and any third parties in a manner consistent with the requirements hereof, and only to the extent necessary to perform in accordance with this Agreement. Each party will be responsible to the other party hereunder for any unauthorized disclosure or other breach of this Agreement by its employees, agents or independent contractors.

5.4 Return or Destruction of Information. If a Disclosing Party so requests at any time, the Receiving Party shall promptly return or destroy all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession. If the Receiving Party requests the destruction of Confidential Information, the Receiving Party shall certify in writing to the Disclosing Party the date and manner of destruction.

5.5 Survival. With respect to a Trade Secret disclosed pursuant to the terms of this provision, the obligations set forth in this Section will continue for so long as the Trade Secret remains protected status under applicable law. With respect to all other Confidential Information, the obligations set forth in this Section will continue for a period of five years after expiration or termination of this Agreement.

Client may terminate the Agreement and receive a refund of any pre-paid, unused fees for the nonconforming Services. Notwithstanding the foregoing terms, Client will not receive a refund of any minimum annual fees paid in advance for Subscription Services. These warranties shall only be effective and enforceable if the Client has used the Services in accordance with the terms of this Agreement, the specifications and related user documentation for the Services, and the applicable Order Form for the Services.

7.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED IN SECTION 7.1 OF THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. CAVEON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT. CAVEON MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, OR ANY COMPONENT OF THE SERVICES. CAVEON DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SERVICE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) THE QUALITY OF ANY INFORMATION OBTAINED BY CLIENT THROUGH THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (D) ERRORS OR DEFECTS WILL BE ABSENT OR WILL BE CORRECTED, OR (E) THE SERVICES, OR THE COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET, THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE SECURE FROM INTERRUPTION, INTERCEPTION OR CORRUPTION BY THIRD PARTIES. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT AND CONTINUE IN EFFECT. CAVEON DISCLAIMS ANY AND ALL SUCH WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM CAVEON SHALL CREATE ANY IMPLIED WARRANTY.

8. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNITY RIGHTS EXPRESSLY SET FORTH IN SECTION 8, RESTRICTIONS SET FORTH IN SECTION 2.2, OWNERSHIP RIGHTS SET FORTH IN SECTION 4, EITHER PARTY'S WILLFUL MISCONDUCT, AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 5 ("EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION, E.G., CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO CAVEON PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OR ACT OR OMISSION GIVING RISE TO THE CLAIM, OTHER THAN FOR EXCLUDED MATTERS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR BUSINESS, LOSS OF USE, OR INTERRUPTION OF BUSINESS, OR OTHER DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. MUTUAL INDEMNITIES; ENFORCEMENT

9.1 Indemnification by Caveon. Caveon will (i) defend, at its expense, Client, its Affiliates, officers, directors, employees, agents, contractors, attorneys, representatives, successors and assigns from and against any claims, proceedings, actions or demands ("Claims") which may be brought against Client or any of the Indemnified Parties by any third party alleging that Client's use of the Services infringes a patent, trademark, moral rights, or copyright, or misappropriates a trade secret; and (ii) indemnify and hold Client and all Indemnified Parties harmless against all costs (including reasonable attorneys' fees) finally awarded against Client by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Caveon, in connection with such Claim. Caveon shall assume full conduct of the Claim in the name of Client, to appoint such legal counsel as Caveon may elect, and to litigate, settle or compromise such Claim as Caveon may see fit in its sole discretion, provided that Caveon will not settle or compromise such Claim on a basis that results in an admission of liability by Client, or in Client having to pay any sum of money related to such Claim, unless Client has first agreed in writing. Client will fully cooperate with Caveon in the defense of the Claim at Caveon's cost. The foregoing obligation of Caveon to indemnify

Client shall not apply to the extent that (a) Client has failed to give prompt written notice to Caveon of the Claim resulting in prejudicing the defense; (b) Client has modified the Service in a manner that makes the Services infringing where otherwise it would not be; (c) Client has combined the Service with other software, products or services in a manner that makes the Service infringing where otherwise it would not be. Client may engage separate counsel to monitor the defense at Client's sole cost and expense. In the event of a Claim, in addition to its obligations above, Caveon shall, at its option (1) modify the Services with a non-infringing alternative having substantially equivalent performance within a reasonable period of time so that the Services no longer infringe or misappropriate; (2) obtain a license for Client to continue to use the Services; or (3) terminate this Agreement or applicable Order Form and refund to Client the unused portion of any pre-paid charges or fees, except minimum annual fees paid in advance for Subscription Services. The foregoing, along with Caveon's obligation to defend, indemnify and hold harmless Client, shall be Caveon's only obligation in the event of a third party claim of a patent, trademark, moral rights, or copyright, or misappropriation of a trade secret arising out of the Services, and Client's exclusive remedy.

9.2 Indemnification by Client. Client will defend Caveon, its Affiliates, officers, directors, employees, agents, contractors, attorneys, representatives, successors and assigns (collectively, the "Indemnified Parties") from and against any claims, proceedings, actions or demands ("Claim") which may be brought against Caveon or another of the Indemnified Parties by a third party alleging a violation of a third party's rights arising from Client's provision of the Client Data to Caveon pursuant to the Service and Client shall indemnify and hold Caveon and the Indemnified Parties harmless from and against any and all costs (including reasonable attorneys' fees) finally awarded against Caveon by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Client in connection with such Claim. Client shall assume full conduct of the Claim in the name of Caveon, to appoint such legal counsel as Client may elect, and to litigate, settle or compromise such Claim as Client may see fit in its sole discretion, provided that Client will not settle or compromise such Claim on a basis that results in an admission of liability by Caveon, or in Caveon having to pay any sum of money related to such Claim, unless Caveon has first agreed in writing. Caveon will fully cooperate and assist in all such investigation, preparation, and defense. The foregoing obligation of Client to indemnify Caveon shall not apply to the extent that (a) Caveon has failed to give prompt written notice to Client of the Claim resulting in prejudicing the defense. Caveon may engage separate counsel to monitor the defense at Caveon's sole cost and expense. Caveon may engage separate counsel to monitor the defense at Caveon's sole cost and expense. The foregoing shall be Client's only obligation in the event of a third party claim arising out of the Services, and Caveon's exclusive remedy.

9.3 Third Party Claims. Each Party shall immediately notify the other Party in writing and provide the other Party with all relevant background facts upon receipt of threatened or actual litigation involving Third Party claims that Client's use of the Services allegedly conflicts with, infringes, misappropriates, or otherwise violates rights of a Third Party.

9.4 Enforcement. Caveon, at its sole discretion and with counsel of its choosing, may elect to enforce its rights in the Services against any third party that may be infringing, misappropriating, or otherwise violating Caveon's rights therein.

9.5 This section shall survive the termination or expiration of this Agreement.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement shall remain in effect until the earlier of: (i) terminated in accordance with this Section 10, or (ii) expiration of an existing Order Form. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Client including all Order Forms will immediately terminate and Client will cease using the Services.

10.2 Term of Order Form. The term of the Order Form shall be as specified on the Order Form. The term will automatically renew for additional terms of one year each unless Client gives the other party written notice of its intention not to renew at least 30 days in advance of the expiration of the then current term.

10.3 Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

- (i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 30 days of written notice by the other party specifying the amounts owed;
- (ii) immediately upon any breach of any confidentiality or security obligations owed to such party by the other party or following a Change (in the Terms of Use) that Client deems unacceptable and for which Caveon will not exempt Client;

and conditions set forth in this Agreement and any applicable Order Form will be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors, assigns and legal representatives.

11.7 Dispute Resolution and Prevailing Party Attorney's Fees and Costs. In the event of any dispute (each, a "Dispute") between the Parties in connection with the performance of this Agreement, the responsible primary contact representing each party will negotiate in good faith to attempt to resolve such Dispute. If such primary contacts do not resolve the Dispute within 30 days from the commencement of such discussions, then senior executives designated by each Party will meet and attempt in good faith to reach resolution. Such senior executives will have at least 15 days from the expiration of the previous 30-day period to resolve the Dispute. The Parties must complete the foregoing dispute resolution process before serving written notice on the other Party alleging a material breach of this Agreement, provided however, the Parties acknowledge and agree that not every Dispute will rise to the level of a material breach. If a controversy, claim, or dispute hereunder proceeds to litigation, the prevailing party in any legal action will be entitled to recover its reasonable attorney's fees and costs, as determined by the trial court.

11.8 Choice of Law, Jurisdiction and Forum Selection. Any controversy claim or dispute among the Parties hereto arising out of or related to this Agreement or applicable Order Form, which cannot be settled amicably by the Parties, will be brought in the State of Utah. The Parties further agree that the laws of the State of Utah shall apply to the construction of this Agreement or applicable Order Form and any controversy, claim, or dispute hereunder, and the Parties consent to the exclusive jurisdiction of an appropriate court within the State of Utah to hear and decide all such matters.

11.9 Equitable Remedies and Injunctive Relief. Due to the unique nature of the Parties' Confidential information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

11.10 Export and Other Regulatory Compliance. Client shall be responsible for compliance with all U.S. laws dealing with the export and/or management in connection with its use of the Services in relation to its business operations; provided that, Client shall be solely responsible for compliance with such laws and other applicable regulations dealing with use of the Services in connection with this Agreement and any applicable Order Form. Client understands that the Arms Export Control Act (AECA), including its Implementing International Traffic in Arms Regulations (ITAR) and the Export Administration Act (EAA), including its Export Administration Regulations (EAR), are some (but not all) of the laws and regulations that comprise the U.S. export laws and regulations. Client further understands that the U.S. export laws and regulations include (but are not limited to): (a) ITAR and EAR product/service data-specific requirements; (b) ITAR and EAR ultimate destination-specific requirements; (c) ITAR and EAR end user-specific requirements; (d) ITAR and EAR end use-specific requirements; (e) Foreign Corrupt Practices Act, and (f) anti-boycott laws and regulations. Client further agrees to comply with all then-current applicable export laws and regulations of the U.S. Government (and other applicable U.S. laws and regulations) pertaining to the Services (including any associated products, items, articles, technical data, and other information); provided that, Client shall be solely responsible for compliance with such laws and other applicable regulations dealing with its use of the Services, under this Agreement or applicable Order Form. Client agrees that it will not, directly or indirectly, export (including any deemed export), nor re-export (including any deemed re-export) the Services (including any associated products, items, articles, media, technical data, and other information) in violation of U.S. export laws and regulations or other applicable U.S. laws and regulations.

11.11 Amendment and Waiver. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties or, in the case of a waiver, by or on behalf of the waiving party. The waiver by any Party at any time or times to require performance under any provision hereof will in no manner effect such Party's right at a later time to enforce the same provision or provisions.

11.12 Headings. Section and other headings contained in this Agreement are for convenience of reference only and will not effect in any way the meaning or interpretation of this Agreement or applicable Order Form.

11.13 Opportunity to Consult Counsel and Read Agreement. The Parties acknowledge and agree that they are operated by sophisticated business people that had a sufficient opportunity to consult with legal counsel of their choosing to determine whether to enter into this Agreement and applicable Order Form, and to explore the legal and business implications of entering into this Agreement and applicable Order Form. Each Party further acknowledges that the authorized Party representative that signed this Agreement and applicable Order Form has read it completely and understands all of the terms and conditions contained herein. The rule of construction that any

(iii) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 30 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 30 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

10.4 Obligations Upon Termination. Upon termination of this Agreement:

(i) Caveon shall, upon written request received within 30 days of termination, provide Client with a complete copy of all Client Data collected while Client used the Services, and certify the completeness and return of same to Client in writing;

(ii) Caveon shall immediately terminate access to the Services by Client; and

(iii) Client shall immediately pay Caveon any undeposited amounts payable or accrued but not yet payable to Caveon, including any deferred payments or payments originally to be made over time.

11. GENERAL PROVISIONS

11.1 Audit Rights. Client agrees that Caveon shall have the right to audit Client's use of the Service and compliance with the terms of this Agreement and all Order Forms made part of this Agreement. Such audit rights shall extend to the compliance of Client and its Users with all aspects of the Agreement and applicable Order Forms, including but not limited to: Payments, Confidentiality, Information Security, Ownership, and all other related obligations and restrictions applicable to Client and its Users. Client shall fully cooperate with any audit by Caveon and provide access to all locations within Client and all information and data controlled or possessed by Client that are used in relation to the provision of the Services. All auditors, investigators and other agents appointed by Caveon shall be allowed access to examine all records, physical facilities, data and electronically stored information related to the performance of this Agreement by Client, its officers, employees, contractors and agents. If an audit discloses an underpayment of any fees by Client to Caveon of more than five percent (5%) of the payment of fees due to Caveon, then Client shall be responsible for paying the underpayment of fees, as well as the costs and fees incurred by Caveon to conduct the audit. The refusal to cooperate in any audit by Caveon shall be deemed a material breach by Client of this Agreement or applicable Order Form.

11.2 Force Majeure. Neither Party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement or Order Form as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

11.3 Relationship of Parties. Notwithstanding any of the foregoing terms of this Agreement or applicable Order Form, neither Party will make any claims, representations or warranties on behalf of the other Party or bind the other Party, and neither Party is authorized to do so by this Agreement or applicable Order Form. The relationship between the Parties will be that of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither Party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other Party.

11.4 Survival. All representations and agreements of the Parties contained in this Agreement, applicable Order Form, or in any document or certificate delivered by the Parties pursuant hereto or in connection herewith will survive the execution and delivery of the Agreement, or Order Form, and the expiration or other termination hereof.

11.5 Severability. Any provision of this Agreement or applicable Order Form which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Parties hereby waive any provision of law that prohibits or renders unenforceable provisions hereof in any respect.

11.6 Successors. Neither the rights nor the obligations arising under this Agreement or applicable Order Form are assignable or transferable by Caveon or Client without the other Party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either Party may freely assign this Agreement in its entirety, upon notice and without the consent of the other Party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. All of the terms, covenants, representations, warranties

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and applicable Order Form. This Agreement and applicable Order Form shall be deemed to have been mutually prepared by the Parties and shall not be construed against either of them by reason of authorship.

11.14 Authorized Representatives. If this Agreement is executed, then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

11.15 Waiver. Any waiver of, or promise not to enforce, any right under this Agreement will not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise.

11.16 Execution. This Agreement and applicable Order Form may be executed in any number of duplicate counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement and applicable Order Form for and on behalf of the Party for whom they are signing.

11.17 Notice. Any notice or other communication to be given or made under or in connection with this Agreement and applicable Order Form shall be in writing and addressed to the representative identified by each Party. The Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Agreed and Accepted:

Caveon, LLC

Marc J. Weinstein

Signature

Marc J. Weinstein

Name

VP, Investigative Services

Title

Hynes Charter School Corporations

Signature

Michelle B. Douples

Name

CEO

Title

ATTACHMENT A
INFORMATION SECURITY AND PRIVACY

ATTACHMENT A
INFORMATION SECURITY AND PRIVACY

1.1 Protection of Client Data.

- (a) Caveon acknowledges and agrees that, in the course of providing the Services to Client, Caveon will receive or have access to Client Data (as defined in the Agreement). Caveon shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Client Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Client Data under its control or in its possession.
- (b) Client Data is deemed to be Confidential Information of Client and is not Confidential Information of Caveon.
- (c) In recognition of the foregoing, Caveon agrees and covenants that it shall:
- (i) keep and maintain all Client Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
- (ii) use and disclose Client Data solely and exclusively for the purposes for which the Client Data, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data for Caveon's own purposes or for the benefit of anyone other than Client, in each case, without Client's prior written consent; and
- (iii) not, directly or indirectly, disclose Client Data to any person other than to Authorized Persons (as defined in the Agreement) without express written consent from Client, unless and to the extent required by a lawfully issued Court Order or as otherwise required by applicable law, in which case Caveon shall notify Client before such disclosure or as soon thereafter as reasonably possible.

1.2 Data Security Safeguards and Compliance

- (a) Caveon will ensure that its collection, access, use, storage, disposal, and disclosure of Client Data complies with all applicable international, federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- (b) Caveon shall implement administrative, physical and technical safeguards to protect Client Data that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Client Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- (c) In the course of providing the Services to Client, Caveon shall not collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information.
- (d) At a minimum, Caveon's safeguards for the protection of Client Data shall include:
- (i) limiting access of Client Data to Authorized Persons;
- (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
- (iii) implementing network, device application, database and platform security;
- (iv) securing information transmission, storage and disposal;

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- (v) implementing authentication and access controls within media, applications, operating systems and equipment;
- (vi) encrypting Client Data stored on any mobile media;
- (vii) encrypting Client Data transmitted over public or wireless networks;
- (viii) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law;
- (ix) providing appropriate privacy and information security training to Caveon's employees; and
- (x) ensuring that each of Caveon's internet service providers, cloud storage providers, contractors, agents, attorneys and auditors that may participate in the collection, access, use, storage, disposal and disclosure of Client Data utilize, at a minimum, the same safeguards for the Protection of Client Data described herein.

(e) Upon the Client's written request, and to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Caveon shall promptly and accurately complete a written information security questionnaire provided by Client or a third party on the Client's behalf regarding Caveon's business practices and information technology environment in relation to all Client Data being handled and/or services being provided by Caveon to Client pursuant to this Agreement. Caveon shall fully cooperate with such inquiries. Client shall treat the information provided by Caveon in the security questionnaire as Caveon's Confidential Information, as that term is defined in Section 5 of this Agreement.

1.3 Data Breach Procedures

- (a) Caveon shall:
- (i) provide Client with the name and contact information for an employee of Caveon who shall serve as Client's primary security contact and shall be available to assist Client twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Client of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Caveon becomes aware of it; and
- (iii) notify Client of any Security Breaches by telephone at the following number: 504-324-7160 and e-mailing Client with a read receipt at Michelle.douglas@hyneschool.com with a copy by e-mail to Caveon's primary business contact within Client.
- (b) Immediately following Caveon's notification to Client of a Security Breach (as defined in the Agreement), the parties shall coordinate with each other to investigate the Security Breach. Caveon agrees to cooperate with Client in Client's handling of the matter, including, without limitation:
- (i) assisting with any investigation;
- (ii) providing Client with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Caveon's employees and others involved in the matter; and
- (iv) making available all relevant records, logs, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Client.

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ATTACHMENT A
INFORMATION SECURITY AND PRIVACY

- (c) Caveon shall take reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Caveon's expense in accordance with applicable privacy rights, laws, regulations and standards.
- (d) Caveon agrees that it shall not inform any third party of any Security Breach without first obtaining Client's prior written consent, other than to inform a complainant that the matter has been forwarded to Client's legal counsel.
- (e) Caveon agrees to cooperate with Client in any litigation or other formal action deemed reasonably necessary by Client to protect its rights relating to the use, disclosure, protection and maintenance of Client Data.

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ATTACHMENT B — ORDER FORM

Customer:	Hynes Charter School Corporation	Sales Contact:	Marc Weinstein
Primary Contact:	Michelle B. Douglas	Email:	Michelle.douglas@hyneschool.com
Address:	990 Harrison Ave., New Orleans, LA 70005	Payment Terms:	Net 30 Days
Country:	USA	Effective Date:	January 11, 2023
Phone:	504-324-7160	Term (Start / End):	January 11, 2023 January 4, 2024
		Billing Period (Start / End):	January 11, 2023 June 30, 2023

Subscription Service	Subscription Type	Term	Unit Price	Units/Users	Total Cost
Core	NO CHARGE (current PSA/SOW for monitoring limited to use to receive/review monitoring data and reports)	1 year	N/C	1 User	N/C

Order Total (taxes may apply): \$0.00

If applicable, this order may be subject to state sales tax for the Services ordered. All sales tax will be calculated and added at the time of invoicing unless Customer includes a valid exemption certificate from the state with this Order Form.

Authorization, Payment and Other Terms	
ALL SERVICES AND LICENSES PROVIDED UNDER THIS ORDER FORM ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE TECHNOLOGY AND INTERNET-BASED SERVICES SUBSCRIBER AGREEMENT, THE TERMS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN. IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HAVE CAUSED THIS ORDER FORM TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.	
PLEASE SIGN AND FILL OUT INFORMATION BELOW	
Signature:	
Print:	Michelle B. Douglas
Title:	CEO
Address:	990 Harrison Ave., New Orleans, LA 70005
Date:	January 11, 2023

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ATTACHMENT B — ORDER FORM

Customer Contact & Setup
Information

LEA: **Hynes Charter School Corporation**
 Accounts Payable Contact Name: **Accounts Payable**
 Accounts Payable Contact Phone: **(504) 324-7168**
 Accounts Payable Contact Email: **accountspayable@hynesschool.com**
 Invoice submission Email: **accountspayable@hynesschool.com**

Purchase Order Required: **Yes**
 PO#: **23-1864**

Invoice Address:	See on Order Form	See Purchase Order
Address to Appear on Invoice:	980 Harrison Ave., New Orleans, LA 70005	
(If different from Order Form)		
Invoice Special Instructions		

Carveon Wire Details:		Payment By Mail:
Bank Name:	CCBank of Utah	Carveon LLC
Bank Street:	3280 N. University Ave	8801 E. 1500 S. #448
Bank City:	Provo, UT 84604	Midvale, UT 84047
Bank Zip:		
Routing #: 124382927		
SWIFT Code:		
For Credit to:	00081000131	

PLEASE MAKE ALL PAYMENTS REGARDING THIS ORDER FORM IN US DOLLARS (\$)

ATTACHMENT B — ORDER FORM

1. Acceptance of Order Form and Agreement; Order of Precedence

By signing this Order Form, Customer acknowledges that (i) it is authorized to make this purchase in accordance with this Order Form, which is complete and accurate, and (ii) this Order Form is executed and accepted pursuant to the terms and conditions contained herein and in the Technology and Internet-Based Services Subscription Agreement effective January 11, 2023 between Carveon, LLC and Customer (the "Agreement"). Capitalized terms not expressly defined in this Order Form will have the meanings ascribed to them in the Agreement. In the event of a conflict or inconsistency between the terms and conditions of the Order Form and the Agreement, the terms and conditions of this Order Form will govern and control. This Order Form and the Agreement (i) are the complete and exclusive statement of the parties in relation to the subject matter hereof and (ii) supersede all prior or simultaneous written or oral proposals and understandings relating thereto. Any purchase order issued shall be for administrative purposes only and any additional terms or terms conflicting with the terms of this Order Form are void.

2. Term

Unless otherwise stated herein, the term of the Order Form shall be one (1) year and shall start on the Effective Date of this Order Form and is subject to renewal under cancellation based upon the terms of the Carveon Technology and Internet-Based Services Subscription Agreement.

3. Payment Terms

Customer shall pay Carveon for all Services and Licenses provided by Carveon at the rates set forth on the Order Form and in accordance with the terms of the Agreement.

4. Specifications of Services

The specifications and features of each of the Subscription Services purchased on this Order Form are provided at www.carveon.com/Products/. Carveon may, in its sole discretion, add or remove features to Subscription Services at any time.

6. INTENTIONALLY OMITTED

6. INTENTIONALLY OMITTED

7. Technical Support for Subscription Services

A. Subscription Services include commercially reasonable, remote online and telephone technical support for Carveon Corp on an as-needed basis, from Monday through Friday, 8:00 a.m. to 5:00 p.m. (Eastern Time), excluding Federal Holidays, at no additional charge to Client. Direct support will be provided to Client employees.