



TRANSCEND AND _____ DATA SHARING AGREEMENT

This Agreement, dated _____ establishes the partnership terms between Transcend Inc. ("Transcend") and _____ ("Partner").

- 1. Data-Sharing.** Partner and Transcend will be collaborating to create extraordinary and equitable learning experiences for students. In order for Transcend to support Partner in that goal, we may require access to personally identifiable student information and other data, such as enrollment figures, attendance data, culture and climate surveys, student performance and engagement data, teacher and other stakeholder data, etc. Transcend will only request personally identifiable information that is necessary to fulfill the obligations of its agreement with Partner. For the purpose of clarity, student names and IDs may be substituted with a unique identifier (e.g. a consistently assigned number) that can be used for purposes of disaggregated analysis. If Partner requests this approach, Partner agrees to work with Transcend to incorporate this unique identifier into the data collection and analysis workflows, including for the Leaps student survey implementation and analysis.

Partner hereby designates Transcend (including employees, sub-contractors, and agents designated by Transcend) as a "School Official," as that term is defined by FERPA, providing data analysis and other school educational services to Partner. Partner warrants that it has provided parents proper notice, as required by FERPA, of the criteria it uses for determining who constitutes a School Official and what constitutes a legitimate educational interest and that such information is inclusive of the educational services Transcend will provide to Partner. Transcend agrees that only individuals assigned to the project will have access to the personally identifiable information provided by Partner.

Transcend may share properly de-identified results from school data analyses or other anonymous information; but no identifiable student data will be shared without Partner's written consent. Transcend may also use properly de-identified data for the purpose of internal research and/or improvement of our products and services. Partner may request at any time that Transcend destroy or return personally identifiable student information; Transcend will honor such requests within ten business days of receiving them.

Within one year of the expiration, termination and/or non-renewal of this agreement

(a) Transcend will destroy and/or return all personally identifiable student information to Partner, and (b) Partner will remove Transcend's access from any accounts that provide access to personally identifiable information. Transcend may retain and share properly de-identified data beyond the expiration of this agreement.

2. **Term.** The term of this Agreement begins immediately upon signing of the Agreement (on _____, otherwise referred to as the "Start Date") and ends exactly one year following the Start Date.
3. **Termination.** Partner or Transcend may, without cause, terminate this Agreement upon four [4] weeks written notice to the other party.
4. **Additional Terms and Conditions for the mutual protection of Partner and Transcend:**
Partner and Transcend will abide by the terms and conditions set forth on Schedule 1.

The signatures below execute the terms of the agreement above.

Transcend Inc.:

By: _____
Aylon Samouha
Co-founder

:

By: _____
Armando Rodriguez
Board President

SCHEDULE 1

1. Indemnification.

By Transcend. Transcend agrees to defend, indemnify and hold Partner harmless, against any loss, cost or damages arising from (i) any third party claim alleging that Partner's use of any content or data provided or submitted by Transcend to Partner infringes any U.S. Intellectual Property rights of a third person or (ii) any material breach by Transcend of its obligations under this Agreement, except to the extent caused by a breach Partner of its obligations under this Agreement.

By Partner. Partner agrees to defend, indemnify and hold Transcend harmless, against any loss, cost or damages arising from (i) any material breach by Partner of its obligations under this Agreement, except to the extent caused by a breach by Transcend of its obligations under this Agreement, and (ii) any claim brought by a parent or guardian regarding a student under the custody, care and instruction of Partner, and only to the extent such claims is based on actions or claims Partner failed to act appropriately with respect to student data.

Procedure. An indemnified party will notify the indemnifying party in writing promptly after learning of any event for which a claim for indemnification may be sought. The indemnifying party may control the defense or settlement of any claim. The indemnified party will reasonably cooperate with the indemnifying party in connection with any claim for indemnification.

Limitation on Liability. Neither party will be liable to the other party for any lost profits, loss of use, costs of obtaining substitute goods or services, or for any indirect, punitive or consequential damages

2. Publicity. Either party may publicly reference the other party, this Agreement and the relationship between the Parties, including on their respective websites and fundraising materials and efforts, and each party may use the other party's logos for such purposes. Neither party will otherwise make public statements about the contents of this agreement without each other's prior written consent.
3. Media Option. From time to time, Transcend may want to capture media footage (photographs, video, audio, etc.) of faculty, staff, students, and families/community members associated with this project. In the event that Transcend seeks to gather media assets/data from this project, Partner agrees to cooperate with Transcend and the school community to facilitate providing media releases if/as needed.
4. Confidentiality. During the Term and for an additional three years afterwards, neither party will disclose publicly or to any third person, or use for any purposes other than in connection with this Agreement, any Confidential Information of the other party, other than disclosures to employees and other representatives reasonably necessary

for such party to perform its obligations or exercise its rights under this Agreement. A party may also disclose Confidential Information to the extent required by law as long as it first allows the other party to seek a protective order or other means to maintain the confidentiality of such Confidential Information. "Confidential Information" means all non-public information of a party that is disclosed to the other party (whether orally or in writing) and includes all of the terms of this Agreement.

5. Independent Contractor. Transcend will be considered an independent contractor when performing any services hereunder. Employees of each of Transcend and Partner will remain subject to the exclusive control and supervision of Transcend and Partner, respectively, each of which will be solely responsible for obligations with respect to their respective employees.
6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.
7. Counterparts. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together will form one legal instrument.