

**ADDENDUM  
TO  
TERMS OF SERVICE  
AGREEMENT**

This Addendum (“Addendum”) is entered into by and between Renato Software Ltd. A/S and its subsidiaries, affiliates, and related entities (collectively, “Contractor”) and Murfreesboro City Schools (“District”). This Addendum amends, supersedes, and controls over the Terms of Service and all related documents, attachments, exhibits, incorporated policies, referenced documents, hyperlinks, online terms, click-through agreements, clickwrap agreements, browsewrap agreements, shrink-wrap agreements, or any other physical or electronic agreements or terms presented by Contractor (collectively, the “Agreement”). In the event of any conflict or inconsistency between this Addendum and the Agreement, the terms of this Addendum shall govern and control. The parties agree that execution of this Addendum is a material condition of the District’s use of Contractor’s services. In consideration of the District’s agreement to utilize Contractor’s standard form Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Term.** The Agreement, as amended by this Addendum, shall be effective for an initial term of one (1) calendar year (“Initial Term”), unless earlier terminated as provided herein. Any renewal shall require the mutual written agreement of the parties. There shall be no automatic renewal absent express written consent of District.
3. **Termination for Cause.** Either party may terminate the Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach.
4. **Termination for Convenience.** Either party may terminate the Agreement, in whole or in part, for convenience and without cause upon sixty (60) days’ prior written notice to the other party. In the event of termination for convenience:
  - a. District shall be responsible only for payment of fees for services properly performed and invoiced through the effective date of termination;
  - b. Contractor shall not be entitled to any early termination fees, penalties, acceleration of payments, lost profits, consequential damages, or other amounts not yet earned as of the effective date of termination; and
  - c. Contractor shall promptly cease performance and comply with all data return and destruction obligations set forth in this Addendum.
5. **Effect of Termination.** Upon termination, Contractor shall cease all services, and the parties shall comply with all data return and destruction obligations set forth herein.

6. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by District of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.

7. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 7 serves to meet such burden and authorization of disclosure.

8. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

9. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

10. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction, consistent with Section 9. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each

Party shall bear its own costs.

11. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between District and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

12. **No Foreign Jurisdiction or Enforcement.** Contractor agrees that no action arising out of or relating to the Agreement shall be filed or maintained in any court or tribunal outside the United States, including arbitration proceedings seated outside the United States. Contractor further agrees that it shall not seek to enforce any foreign judgment, order, or arbitral award against District. Contractor expressly waives any claim that the courts of Tennessee lack jurisdiction over Contractor. Contractor waives any *forum non conveniens* objection.

13. **Designation of Agent for Service.** Contractor shall maintain a registered agent for service of process within the United States for the duration of the Agreement. Contractor shall provide District with the name and address of such agent upon execution of the Agreement and shall notify District in writing of any change.

14. **Non-appropriation.** Contractor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event District fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

15. **No Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

16. **Payment Currency.** All fees shall be invoiced and payable in United States Dollars. District shall not be responsible for currency conversion charges, foreign transaction fees, value-added tax (VAT), customs duties, or other foreign governmental charges.

17. **Insurance.** Contractor shall, at its sole cost and expense, procure and maintain in full force and effect throughout the term of the Agreement insurance coverage issued by insurers authorized to do business in the United States or otherwise acceptable to District. Such insurance shall include coverage equivalent to the following:

- a. **Commercial General Liability (or Public Liability) Insurance**, covering bodily injury, property damage, personal injury, and contractual liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;
- b. **Professional Liability, Technology Errors and Omissions Insurance (or Professional Indemnity Insurance)** covering claims arising from errors, omissions, negligence, technology failures, or failure of the services provided under the Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim;
- c. **Cyber Liability and Privacy Liability Insurance**, covering data breaches, unauthorized access, privacy violations, security failures, regulatory proceedings, and costs associated with breach notification, credit monitoring, and forensic investigation, with limits of not less than One Million Dollars (\$1,000,000) per claim.
- d. Technology Errors and Omissions and Cyber Liability may be written on a claims-made basis provided coverage is maintained for the term of this Agreement and Addendum and any applicable reporting period.
- e. All policies shall:
  - i. Apply to claims brought within the United States;
  - ii. Provide coverage for claims arising from Contractor's performance under this Agreement;
  - iii. Not exclude coverage for claims involving U.S.-based educational institutions;
  - iv. Provide that coverage shall not be canceled, materially reduced, or allowed to lapse without at least thirty (30) days' prior written notice to District; and
  - v. Be primary and non-contributory with respect to any insurance maintained by District.

Upon execution of the Agreement and upon renewal of any policy, Contractor shall provide certificates of insurance evidencing the required coverage. Nothing in this section shall be construed as a waiver of District's sovereign immunity or as limiting Contractor's liability to the insurance limits required herein.

18. **FERPA Compliance.** For purposes of carrying out the Agreement, Contractor will perform an institutional service or function for which the District would otherwise use employees, and is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, ("FERPA") (34 CFR Part 99.3).

- a. Contractor understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) in that the storage and use of student education records by Contractor will comply with all FERPA requirements.
- b. Contractor understands and agrees that that it remains under direct control of District with respect to the use and maintenance of the education records. Contractor understands that the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.
- c. Contractor understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever.
- d. Any failure to comply with applicable FERPA requirements by Contractor or any of its employees will be immediately reported to District by Contractor.

19. **Data Residency and Geographic Restrictions.** All student data, education records, metadata, logs,

monitoring records, screenshots, communications data, and any personally identifiable information (collectively, "Student Data") collected, generated, processed, transmitted, stored, or maintained pursuant to the Agreement shall be stored exclusively on servers physically located within the fifty (50) United States and the District of Columbia. Such requirement shall apply to all primary storage, backup storage, disaster recovery systems, redundancy environments, failover systems, caching systems, and archival storage.

- a. Contractor shall not transfer, transmit, route, access, process, replicate, mirror, or back up Student Data outside of the United States without the District's prior written consent.
- b. Contractor shall not permit access to Student Data by any employee, contractor, affiliate, or subprocessor located outside of the United States without the District's prior written approval, including but not limited to remote support, maintenance, troubleshooting, or administrative access.
- c. Upon request, Contractor shall provide written certification identifying all data center locations and all subprocessors with access to Student Data and confirming compliance with this Section.

20. **Materials Harmful to Minors.** The Contractor verifies that the technology services rendered do not violate Tenn. Code Ann. § 49-1-221. The Contractor shall filter, block, or otherwise prevent access to pornography or obscenity through any student use of Contractor's services and prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors as defined by Tenn. Code Ann. § 39-17-901.

- a. If contacted by District, the Contractor shall remove access to online materials for ages or audiences for which the District has determined the material to be age- or audience-inappropriate.
- b. Upon receipt of notice by the District of inappropriate material, the Contractor shall remove access to the online material within one (1) business day of the notice, unless the deadline for removal is extended by mutual consent of the contracting parties.

21. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal and state laws governing student data privacy and cybersecurity, including but not limited to FERPA, COPPA (15 U.S.C. § 6501 et seq., if applicable), the Protection of Pupil Rights Amendment (PPRA), and applicable provisions of Tennessee law.

22. **Information Security and Breach Notification.** Contractor shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Student Data. Such safeguards shall include, at a minimum, encryption of Student Data in transit and at rest, role-based access controls, multi-factor authentication for privileged accounts, regular vulnerability assessments, and timely application of security patches. In the event of any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, loss of, or breach of Student Data ("Security Incident"), Contractor shall provide written notice to District without unreasonable delay and in no event later than forty-eight (48) hours after discovery of such Security Incident. Such notice shall include, to the extent known at the time:

- a. The nature and scope of the Security Incident;
- b. The categories and approximate number of affected individuals;
- c. The categories and approximate volume of Student Data involved;
- d. The remedial actions taken or proposed; and

- e. Contact information for a representative of Contractor knowledgeable about the incident.

Contractor shall cooperate fully with District in investigating, mitigating, and remediating any Security Incident and shall bear all costs associated with legally required notifications resulting from Contractor's acts or omissions.

23. **Ownership and Permitted Use of Student Data.** All right, title, and interest in and to Student Data shall remain exclusively with District. Nothing in the Agreement shall be construed to grant Contractor any ownership interest in Student Data. Contractor shall access and use Student Data solely for the purpose of performing its obligations under the Agreement and for no other purpose. Contractor shall not:

- a. Sell, rent, trade, or otherwise commercially exploit Student Data;
- b. Use Student Data for advertising, marketing, or profiling purposes;
- c. Create derivative works unrelated to the services provided to District;
- d. De-identify, aggregate, or anonymize Student Data for commercial purposes without the District's prior written consent; or
- e. Use Student Data to develop, train, improve, or inform artificial intelligence or machine learning systems except as expressly authorized in writing by District.

24. **Data Retention, Return, and Destruction.** Contractor shall retain Student Data only for the period necessary to fulfill its obligations under the Agreement and in no event longer than required by applicable law. Upon expiration or termination of the Agreement for any reason, Contractor shall, at the District's election:

- a. Return all Student Data to District in a mutually agreed electronic format; and/or
- b. Permanently delete and securely destroy all copies of Student Data in its possession, custody, or control. Such deletion shall occur within thirty (30) days of termination unless otherwise directed in writing by District. Upon request, Contractor shall provide written certification signed by an authorized officer confirming completion of deletion.

25. **Audit and Compliance.** Upon reasonable written request, Contractor shall provide documentation reasonably necessary to demonstrate compliance with this Addendum, including current security certifications, independent audit reports (including SOC 2 Type II reports, if available), and documentation verifying data residency requirements. District reserves the right to request additional information reasonably necessary to assess Contractor's compliance with its data protection obligations.

26. **Subprocessors.** Contractor shall not engage any subcontractor, affiliate, or other third party ("Subprocessor") that will have access to Student Data without prior written notice to District. Contractor shall remain fully responsible and liable for the acts and omissions of all Subprocessors to the same extent as if such acts or omissions were those of Contractor. Contractor shall ensure that each Subprocessor is bound by written contractual obligations imposing data protection and confidentiality obligations no less protective than those contained herein.

27. **Monitoring Controls.** Contractor acknowledges that monitoring functionality is deployed solely at the direction and discretion of District. Contractor shall not enable or activate any monitoring features beyond those expressly authorized by District. Contractor shall not independently initiate surveillance, recording, or monitoring of District users.

28. **Debarment and Suspension.** Contractor represents and warrants that neither it, nor its principals:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal or state transactions;
  - b. Have been convicted or had a civil judgment rendered against them within the preceding three (3) years for fraud or criminal offenses related to public contracts; and
  - c. Are presently indicted for or otherwise criminally or civilly charged with commission of any such offenses.

Contractor shall immediately notify District in writing if at any time during the term of this Agreement it becomes debarred, suspended, or otherwise ineligible to participate in State of Tennessee or federally funded programs. District may immediately terminate this Agreement upon receipt of such notice.

29. **Export Control and Sanctions Compliance.** Contractor represents and warrants that it shall comply with all applicable United States export control laws, economic sanctions laws, and regulations in the performance of the Agreement, including but not limited to regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce. Contractor further represents that neither it nor any of its affiliates, officers, employees, or subcontractors providing services under the Agreement are subject to U.S. economic sanctions or otherwise listed on any U.S. government list of prohibited or restricted parties. Contractor shall not access, process, store, transmit, or permit access to Student Data from any country or jurisdiction subject to comprehensive U.S. sanctions or trade restrictions. Contractor shall immediately notify District in writing if it becomes subject to any governmental investigation, sanction, or export restriction that could materially affect its performance under the Agreement.

30. **Iran Divestment Act Compliance.** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101 *et seq.*, Contractor represents and warrants that it is not identified on the list maintained by the Tennessee Department of General Services pursuant to Tenn. Code Ann. § 12-12-106 as a person engaging in investment activities in Iran. Contractor further represents and warrants that it shall not, for the duration of the Agreement, engage in investment activities in Iran as defined by applicable Tennessee law. In the event Contractor is placed on the list described above during the term of the Agreement, Contractor shall promptly notify District in writing. Placement on such list shall constitute grounds for immediate termination of the Agreement by District without further liability.

31. **Non-Boycott of Israel Compliance.** To the extent applicable pursuant to Tenn. Code Ann. § 12-4-119, Contractor represents and warrants that it is not currently engaged in, and agrees for the duration of the Agreement that it shall not engage in, a boycott of Israel as defined by Tennessee law. Contractor acknowledges that this representation is a material condition of the Agreement. If Contractor is found to be in violation of Tenn. Code Ann. § 12-4-119 during the term of the Agreement, such violation shall constitute a material breach and grounds for termination by District.

32. **No Unilateral Modification.** Contractor shall not modify, amend, or update the Agreement or any incorporated online terms without the prior written consent of District. Any modification not executed in writing by both parties shall be void and unenforceable against District.

33. **Assignment.** Contractor shall not assign, transfer, delegate, or otherwise convey the Agreement, in whole or in part, whether by operation of law, merger, acquisition, change of control, or otherwise,

without the prior written consent of District. Any attempted assignment without such consent shall be null and void. For purposes of this Section, a change in ownership or control of Contractor shall be deemed an assignment. Contractor shall provide at least sixty (60) days' prior written notice of any proposed change of control.

34. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

35. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

36. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

37. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

38. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Renato Software Ltd.

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney