



UTAH STATE BOARD OF EDUCATION COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

34Ed, LLC dba CENTEGIX

Name

2120 POWERS FERRY RD. SE, STE #110

Address

ATLANTA

GA

30339

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency
☐ Other: _____

Point of Contact: JASON MCCARTHY Phone # 770-329-4324 Email: JMCCARTHY@CENTEGIX.COM

Vendor # VC0000291008 Commodity Code # 86100E

2. **SECTION:** This contract is for USBE Section: Student Support Services
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Wearable Panic Alert Devices
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBE-CC26055-RFP, in FY26.
5. **CONTRACT PERIOD:** Effective Date: 7/1/2026 Termination Date: 6/30/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 2.
6. **CONTRACT COSTS:** CONTRACTOR will be paid as identified in the scope of work or other attachments.
7. **STUDENT DATA:** Student Data is included in Contract: ☒ Yes ☐ No
8. **ATTACHMENT A:** USBE Standard Cooperative Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: N/A
The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of USBE's rights must be signed by USBE.
9. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, Solicitation, and Contractor's response.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Jason McCarthy

Digitally signed by Jason McCarthy
Date: 2026.07.08 13:55:19 -04'00'

7/8/2026

Signature

Date

Jason McCarthy CFO

Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Scott Jones

Digitally signed by Scott Jones
Date: 2026.07.17 16:21:00 -06'00'

Signature

Date

Deputy Superintendent of Operations

Type or Print Name and Title

**ATTACHMENT A:
UTAH STATE BOARD OF EDUCATION
STANDARD COOPERATIVE TERMS AND CONDITIONS FOR GOODS AND SERVICES**

Amended Sections: 11, 34.2, 36, 39.6, and 39.10

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- 1.1. **“Authorized Persons”** means Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor, who require access to Data and have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.
- 1.2. **“Confidential Information”** means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- 1.3. **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” shall include any purchase orders that result from this Contract.
- 1.4. **“Contract Signature Page(s)”** means the cover page(s) that USBE and Contractor signed.
- 1.5. **“Contractor”** means the individual or entity delivering the Procurement Items identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, partners, and subcontractors.
- 1.6. **“Data”** Any piece of information suitable for use in electronic or print format. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.
- 1.7. **“Data Breach”** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Subcontractor.
- 1.8. **“Destroy” or “Destruction”** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
- 1.9. **“Educator Data”** includes, but is not limited to, the educator’s name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
- 1.10. **“Incident”** means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Subcontractor.
- 1.11. **“Local Educational Agency” or “LEA”** means a charter school or school district that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.
- 1.12. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
- 1.13. **“Person”** shall have the same meaning as found in Administrative Rule R33-1-1.
- 1.14. **“Procurement Item,” “Good,” or “Service”** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.
- 1.15. **“Response”** means the Contractor’s bid, proposal, quote, or any other document used by the Contractor to respond to USBE’s Solicitation.
- 1.16. **“Solicitation”** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering

into this Contract.

- 1.17. **"State Entity"** means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.
- 1.18. **"State of Utah" or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- 1.19. **"Student Personally Identifiable Information" or "PII"** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include Metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.20. **"Subcontractor"** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
- 1.21. **"Targeted Advertising"** means advertising to a student or a student's parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.
- 1.22. **"Utah State Board of Education" or "USBE"** means the board, its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including Utah Administrative Rule R277-328, 34 CFR Part 300 and applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** Contractor shall comply with the requirements of the Status Verification System, also referred to as "E-verify," as required by Utah Code § 13-47-2 et seq.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the term of the Contract (e.g., dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section "Agent Designation" below.
8. **PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.

- 11. INDEMNITY:** Contractor shall be liable for its actions and shall indemnify USBE and the State of Utah from Third-party claims arising out of Contractor's negligent performance, provided that Contractor's total liability under this agreement shall not exceed the total contract value or \$1,000,000, whichever is greater. This limitation shall not apply to claims arising from Contractor's gross negligence or willful misconduct resulting in injuries to persons, including death, or damages to property.
- 12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.
- 13. OWNERSHIP OF PROCUREMENT ITEM:**
- 13.1.** Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.
- 13.2.** Unless included in the Contract, neither party has any claim to the intellectual property of the other party.
- 14. CONTRACTOR'S INSURANCE RESPONSIBILITY:**
- 14.1.** Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- 14.2.** The Contractor shall maintain the following insurance coverage:
- 14.2.1.** Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under Utah's workers' compensation laws at the statutory limits required thereunder.
- 14.2.2.** Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than \$1,000,000.00 per person per occurrence and \$3,000,000.00 aggregate.
- 14.2.3.** If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.
- 14.2.4.** If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 14.2.5.** If Contractor stores, processes, transmits, Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 14.3.** USBE shall be named as additional insured on all CGL policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.
- 14.4.** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.
- 14.5.** All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or

otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- 14.6.** Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.
- 14.7.** USBE reserves the right to require higher or lower insurance limits where warranted.
- 15. DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
- 16. WORK ON USBE, LEA, or STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on USBE, LEA, or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
- 17. DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.
- 18. ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.
- 18.1.** If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent from USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 18.2.** If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
- 19. SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.
- 20. INVOICE AND PAYMENT:** Contractor shall submit an invoice for all work performed under this Contract after performance has been made. Invoices shall be submitted promptly, but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and

does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.

- 21. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.
- 22. WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are properly designed and manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.
- 23. DEFAULT AND REMEDIES:**
- 23.1. Default:** Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.
- 23.2. Opportunity to Cure:** If the Contractor is in default for non-performance or breach, USBE may provide written notice, formal or informal, of default, which gives the Contractor ten days to cure the default. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.
- 23.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 24. TERMINATION:**
- 24.1. Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.
- 24.2. Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USBE upon 30 days' written notice to Contractor.
- 24.3. Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
- 24.4. Termination For Non-appropriation of Funds:** Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds affects USBE's ability to perform under this Contract.
- 24.5. Contract Closeout:** USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.

- 25. FORCE MAJEURE:** Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
- 26. WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
- 27. DISPUTE RESOLUTION:** Prior to either party filing a judicial action, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
- 28. ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 29. CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
- 30. TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
- 31. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
- 32. SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
- 33. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 34. RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**
- 34.1. Records:** Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
- 34.2. Audit:** Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
- 34.3. Performance Monitoring:** USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews. Evaluation results may be made available to Contractor upon request.
- 35. PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act.
- 36. CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from USBE. Contractor shall notify USBE within two calendar days of any potential or actual misuse or unauthorized disclosure of confidential information.

37. PUBLIC CONTRACT BOYCOTT RESTRICTIONS: In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to USBE.

38. GENERAL DATA PROVISIONS:

38.1. Data Ownership: USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.

38.2. Agent Designation: Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.

38.2.1. Compliance With Data Privacy Laws: Contractor, as USBE’s agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.

38.3. Return Or Destruction Of Data: Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE’s written directive may require that certain Data be preserved in accordance with applicable law; or require that Contractor return the Data through a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.

38.4. Access To Data:

38.4.1. Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.

38.4.2. Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.

38.4.3. Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.

38.4.4. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons’ accounts and shall periodically assess account inactivity for potential stale accounts.

38.4.5. Contractor shall provide annual mandatory privacy and security awareness training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

38.4.6. USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.

38.5. Use and Disclosure of Data:

38.5.1. Contractor’s collection, or use of Data shall be limited to that necessary and directly

related to the Contractor's responsibilities set forth in the Contract.

38.5.2. Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.

38.5.3. If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered a Breach. The following methods shall be used on any aggregated reports:

- (a). Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.
- (b). Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
- (c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:
 - (i). For adaptive learning or customized student learning purposes.
 - (ii). To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.
- (d). To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;
- (e). To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.
- (f). To use Data to allow or improve operability and functionality of the third-party contractor's application.

38.5.4. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractor provided that all parties remain in compliance with this Contract.

38.6. Unauthorized disclosure of Data. Unauthorized disclosure of Data by Contractor or Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to USBE for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

38.7. Data Transmission. Contractor shall ensure all transmission or exchange of Data takes place via secure means (ex. HTTPS or FTPS).

38.8. Data Storage. Contractor shall store and maintain all Data in data centers located only within the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

38.9. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

38.10. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

38.11. INCIDENT RESPONSE

38.11.1. In the event of an Incident which results in a Data Breach, Contractor shall notify USBE of the Breach within 24 hours in writing with sufficient information to allow USBE to meet any obligations to report such a Breach under applicable data protection laws and regulations and shall cooperate with USBE regarding remediation and the necessity to involve law enforcement, if required. Such notification shall at a minimum:

- (a). Describe the nature of the Breach and the categories and numbers of Data concerned;
- (b). Identify the name of the Contractor's data protection officer or other relevant contact person(s) from whom more information about the Breach may be obtained;
- (c). Describe the likely consequences of the Breach; and
- (d). Describe the measures taken or proposed to be taken to address the Breach.
- (e). Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Breach or other events requiring notification of individuals or the public. All communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.

39. COOPERATIVE TERMS

39.1. DEFINITIONS: "Eligible User(s)" means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

39.2. INVOICING: Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

39.3. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

- 39.4. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 39.5. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 39.6. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges and fees. Contractor reserves the right to suspend services to any eligible user who fails to pay undisputed charges and fees when due. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.
- 39.7. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 39.8. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 39.9. REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of Procurement Items in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.
- 39.10. INTENTIONALLY DELETED**

1. Introduction and Background

The Utah State Board of Education (USBE) issued a Request for Proposals (RFP) seeking a vendor for the purpose of supplying wearable panic alert devices to public K–12 schools in accordance with Utah Code § 53G-8-805. These services include providing wearable panic alert devices for each lead teacher that communicate directly with the appropriate Public Safety Answering Point (PSAP), supporting statewide school safety initiatives designed to enhance security and emergency responsiveness, ensuring the devices integrate with existing PSAP infrastructure and Motorola Aware Map Software, and providing training, technical support, and system configuration necessary for successful implementation. The vendor is also expected to assist with the implementation and ongoing support of this safety technology as outlined in the Scope of Work.

2. Scope of Work

CENTEGIX (the Contractor) shall provide the following:

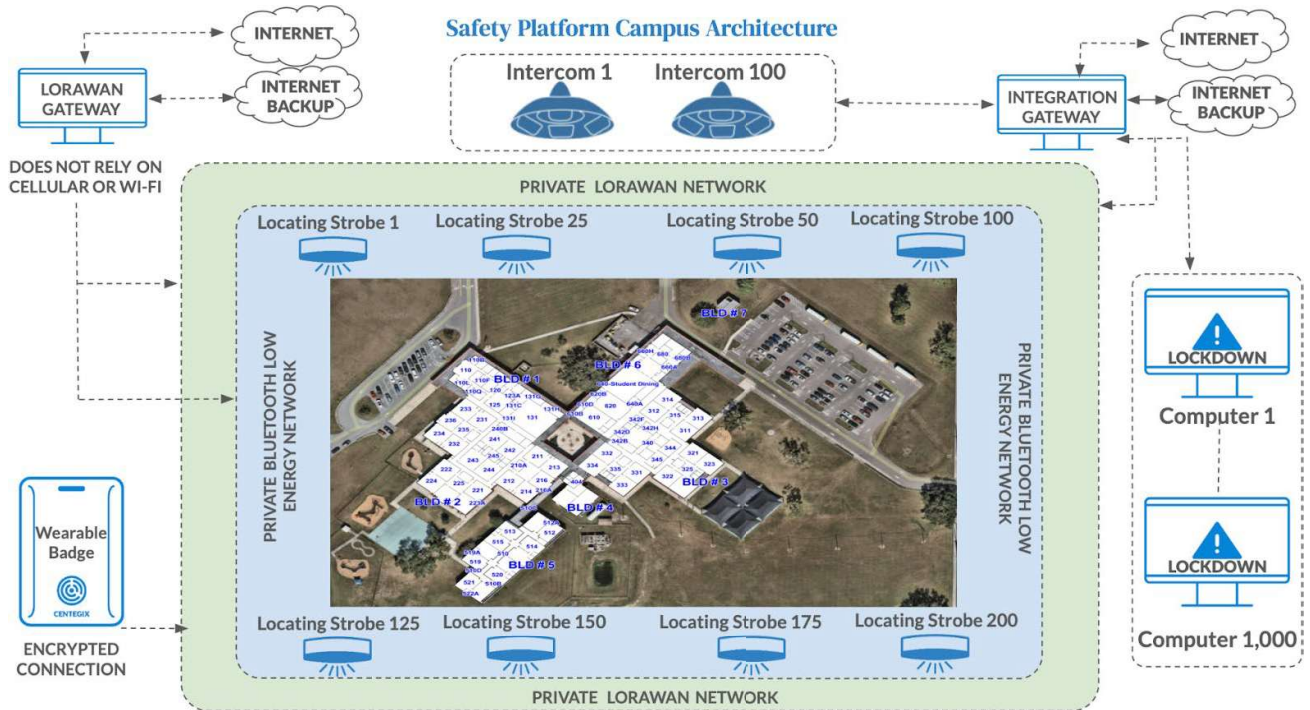
A. Tier 1 Product and Services

Our platform, **CrisisAlert™**, eliminates the "information gap" during critical seconds. While traditional systems often stop at 911 (PSAP) notification, our solution focuses on **Total Campus Awareness**.

- i. **Universal Notification:** Utilizing high-visibility visual alert **strobes** and integrated in-building communications, we ensure that every individual- regardless of location or ambient noise - is notified simultaneously to take life-saving action.
- ii. **Digital Mapping:** Central to our platform is a dynamic, multi-layered **Digital Map** of every campus. This isn't a static floor plan; it is an interactive intelligence tool that:
 1. **Identifies the Exact Location:** Provides first responders and administrators with the precise floor and room number of the alert initiator.
 2. **Contextualizes the Environment:** Highlights critical assets in real time such as AEDs, fire extinguishers, and staging areas.
 3. **Streamlined 911 Integration:** Through our unique integration with Motorola Aware, we do more than just send alerts - we provide Public Safety Answering Points (PSAPs) with **live, interactive maps**. This gives dispatchers real-time visibility into the exact location of the emergency, the identity of the person in need, the latest floorplans, and the proximity of critical safety assets to accelerate the response.

Exhibit 1

Example of basic visual of floor plan (with labels and aerial imagery) overlaid with LoRaWAN gateway, badges, and locating strobes/devices - along with integration gateway and connections to intercom devices and computer displays. Strobe count varies depending on campus size.

**B. Proven Scale & Dedicated Support**

We understand the complexity of statewide deployments. Our dedicated onboarding team is structured to scale resources dynamically, ensuring that whether a Local Education Agency (LEA) is a single rural school or a large metropolitan LEA, the implementation is seamless, the mapping is precise, and the staff is fully empowered to use the technology from day one.

Regarding the Scope of Work, CENTEGIX will accomplish each aspect as outlined below:

i. Project Objectives

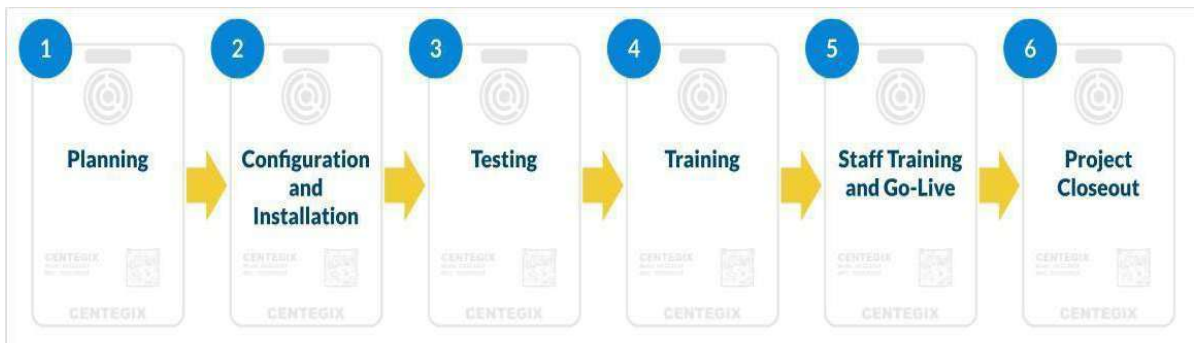
1. The CrisisAlert™ solution from CENTEGIX provides a reliable and discreet wearable panic alert device to every lead teacher at each school location, as well as to all other staff members on campus, including substitutes, itinerant staff, and support personnel. The system connects directly to the local PSAP and does not interfere with existing infrastructure.

Lastly, the resources CENTEGIX will use to complete the work include a variety of roles and departments, including an assigned Project Manager to guide the onboarding process, installation crews to install the

CrisisAlert hardware, onsite training personnel, and a customer account manager for the escalation of any concerns and feature requests not addressed by customer support.

3. Project Deliverables

The Contractor has a defined methodology for successfully implementing our Safety Platform for your staff and balances pace with control through a process that delivers value for customers through collaboration and engagement. Each project moves through six stages: Planning, Configuration & Installation, Testing, Responder Training, Staff Training/Go-Live, and Project Closeout. Within each of these stages are the activities and deliverables utilized to properly plan, document, execute, and test the project work. Each stage has a specific objective, activities to be completed, key deliverables, and exit criteria.



CENTEGIX will accomplish each aspect as outlined below:

A. Project Objectives

- i. The CrisisAlert™ solution from CENTEGIX provides a reliable and discreet wearable panic alert device to every lead teacher at each school location, as well as to all other staff members on campus, including substitutes, itinerant staff, and support personnel. The system connects directly to the local PSAP and does not interfere with existing infrastructure.

B. Required Deliverables

The Contractor shall:

1. Provide any documentation required by USBE to support the LEA application process.
2. Provide a wearable panic alert device (the CrisisAlert™ solution) to every lead teacher at each school location, as well as to all other staff members on campus, including substitutes, itinerant staff, and support personnel. These devices do not require recharging.

3. Integrate the wearable panic alert device with the local PSAP for campus-wide alerts and complies with Utah Code § 53G-8-805 and can even assist schools with code requirements unrelated to the panic button aspects by providing a digital mapping component called Safety Blueprint, allowing schools to mark their various security assets, including, but not limited to, cameras, keyboxes, AED's and evacuation routes.
4. Training

Deploy a train-the-trainer model for their solutions. On-site training for responders does occur during implementation.

 - a. School staff training will be provided by LEA employees.
 - b. Provide E-learning courses that can be uploaded to LEAs' Learning Management System (LMS) for continued education and new hire training as needed.
5. Support
 - a. Support services will be available for the life of the contract via both phone and email, as well as our online success portal.
 - b. Ongoing virtual support will always be available via the Contractor's customer success webpage, which offers step-by-step guidance on various aspects of the CrisisAlert solution via both PDF and short tutorial videos.
6. Project Planning
 - a. Provide an install schedule for each solution for all site locations provided that all maps have been loaded to the application and approved/signed off by the customer. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track.
 - b. On average, run two (2) Power-Over-Ethernet (POE) drops to exterior locations.
 - c. All gateways/wireless back-up equipment must be installed and confirmed online by the CENTEGIX Command Center for all locations before a target install date for the rest of the solution can be confirmed.
7. Strobes (if selected) and Locating Beacons
 - a. Deploy strobes in all classrooms, every 60-75ft in the hallways, and in all other rooms in the facility where students or staff convene (cafeterias, media centers, gyms, teacher lounges, etc.). In addition, strobes are deployed on all exterior double-door entrances
 - b. Deploy locating beacons in all exterior locations, including, but not limited to, all playgrounds, parking lots, athletic fields, and bus ramps
 - c. Conduct remote monitoring of the devices and conduct onsite maintenance of devices, including replacing batteries as needed (included at no cost with contract)
8. Safety Blueprint
 - a. Review the customer's submitted floorplan drawings for approval and render the floorplans in Blueprint.

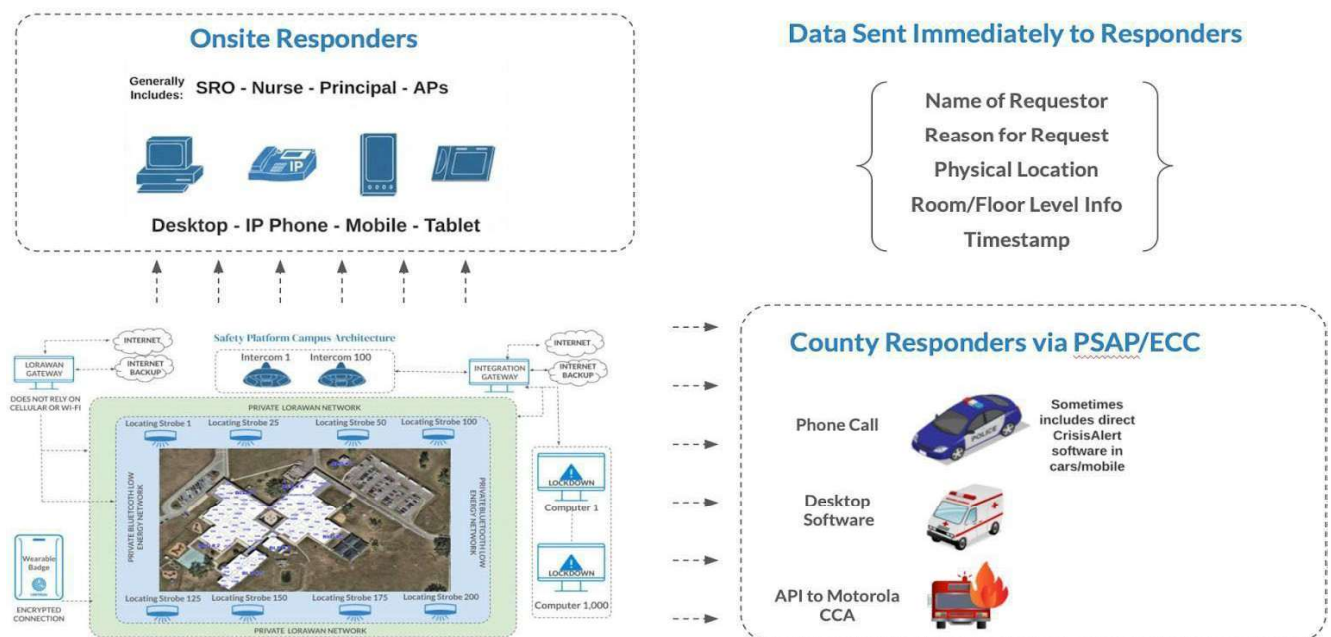
9. 911 Integration

- Secure Motorola CommandCentral Aware (CCA) token for secure transmission of floor plans, assets, labels, aerial imagery between the CENTEGIX Cloud and CCA.
- Build API calls for each LEA location that will send alerts, maps, and video (if applicable) to CCA and for which alert types. See Exhibit 2.

Exhibit 2

Visual integration with 911/ECC integration and workflow. See Exhibit 1 for more details.

CrisisAlert 911 Notification Schema



10. Onsite Access

- The installation team designated by CENTEGIX will install hardware equipment at each facility/site purchased.

11. Implementation and Training

- Provide remote training for system configuration.
- Provide on-site training for Responders and Badge Managers unless opted out on the quote (CrisisAlert).
- Provide training for school administrators and front office staff based on the training method purchased (Visitor Management if applicable).
- Provide the requirements for user access to the Safety Blueprint map features.
- Provide remote training for Safety Blueprint asset and map management.
- Recommend other optional services are available to assist with deployment.

12. Communications
 - a. Provide a communications kit to help customers communicate with their communities about CrisisAlert. Customer will coordinate a call between CENTEGIX point of contact and the Communications Director for the customer to review best practices for communicating about CrisisAlert.
13. Post Implementation
 - a. Onsite assistance is available to assist the customer regarding all purchased solutions. Contact CENTEGIX Support at support@centegix.com for more information.

4. Roles and Responsibilities

A. The Contractor will:

- i. Comply with §53G-8-805
- ii. Deliver wearable panic alert devices to all schools designated by participating,
- iii. install and configure each wearable panic alert device to integrate with the local PSAP,
- iv. deliver training,
- v. document all aspects of the implementation, and
- vi. provide USBE access to:
 1. delivery confirmations,
 2. installation records, and
 3. training completion logs.

B. USBE, in coordination with the School Safety Center, will:

- i. Develop and distribute an application for LEAs to request devices and select preferred Contractors (see section 7 of this attachment).
- ii. Facilitate collaboration and coordination meetings with Contractors throughout the implementation period to ensure clear communication, troubleshoot issues, and monitor progress.
- iii. Review submitted invoices and supporting documentation to verify delivery, training completion, and LEA acknowledgment before authorizing payments.

B. The Customer (LEAs/schools) will:

- i. The LEA point of contact must communicate promptly and collaborate with the contractor to ensure all deliverables are completed on time. This includes:
 1. Coordinating with contacts at each designated school to ensure delivery and installation of Tier 1 services.
 2. Signing the letter of completion for the LEA after all products and services have been received for all schools designated in the LEA.
 3. Up to three letters of completion may be submitted for an LEA to allow batch invoicing for completed schools.
- ii. Designate a core team that has primary responsibility for overseeing the

- CENTEGIX Safety Platform™ implementation, policy, and all communication.
- iii. Provide a detailed map of each site (as outlined in the Safety Blueprint section below) showing all buildings and rooms where the Safety Platform will be installed.
 - iv. Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations.
 - v. Designate a core team that has primary responsibility for overseeing the CENTEGIX Safety Platform™ implementation, policy, and all communication.
 - vi. Provide a detailed map of each site (as outlined in the Safety Blueprint section below) showing all buildings and rooms where the Safety Platform will be installed.
 - vii. Be responsible for distributing all badges, which are delivered to a central location, to the individual site locations.
 - viii. Provides access to facilities
 - ix. Provide scaled floor plan drawings of the facility buildings to be mapped in Safety Blueprint in either a PDF or DWG format. Drawings must include rooms, walls, and doors.
 - x. Provide an assets list and map labels to identify on the Safety Blueprint map, if purchased.
 - xi. Verify the accuracy of the Safety Blueprint map including the final floor plan drawings, asset locations, and map labels.
 - xii. Assist with scheduling introductory meeting between county 911/ECC teams and CENTEGIX (including LEA point of contact).
 - xiii. Ensure alignment on emergency workflows and approve video MOU (if applicable).
 - xiv. Customer and its third-party intercom provider(s) are responsible for the connection to and operation of the intercom system(s), along with any additional costs associated with upgrading or alterations to the customers intercom software, hardware and network connections.
 - xv. Provide a site-specific URL or other API for each message for sites that have IP-based intercom systems with virtual triggers.
 - xvi. Provide network information for the CrisisAlert Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device.
 - xvii. Customer and its third-party software provider(s) are responsible for the operation of the additional software capabilities, along with any additional costs associated with upgrading or alterations to the third-party software.
 - xviii. Provide a site-specific URL or other API for sites that have 3rd party software integrations that CENTEGIX supports.
 - xix. Provide 2 sets of LEA/organization-wide master keys per site.

- xx. Provide evening and weekend access to sites for install team flexibility.
- xxi. Override the security system when the installation team is onsite.
- xxii. Provide guest Wi-Fi information if available.
- xxiii. If CENTEGIX installation team is unable to access a room or building, or a map is inaccurate causing a delay in the installation, the Customer will incur a minimum revisit fee of \$500/site per revisit, dependent upon remaining work.
- xxiv. If the CENTEGIX installation team is unable to locate a suitable stationary element to install exterior equipment, the Customer will need to install a pole or other suitable structure for this equipment to be located.
- xxv. Deploy the CrisisAlert Desktop Application software to supported equipment, including laptops, desktops, tablets, and mobile equipment using the files provided by the CENTEGIX Onboarding Specialist.
- xxvi. Allow Public DNS for the CENTEGIX Wireless Back-up equipment.
- xxvii. Provide the information necessary to enable Active Directory syncing (if applicable).
- xxviii. Responsible for the configuration of the Safety Platform™ system (including CrisisAlert, Safety Blueprint, and if utilized Visitor Management) with reasonable guidance from CENTEGIX.
- xxix. Conduct site testing, with guidance from CENTEGIX to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.
- xxx. Identifying individuals who can deliver end-user training for its organization on how to use the CrisisAlert badge (and Visitor Management badge if applicable), including requiring each staff member with a badge to complete a "Badge Training" session in which they, at minimum, activate a badge alert.
- xxxi. Assist CENTEGIX to obtain the necessary support from the selected public safety answering point (PSAP) agency, if applicable.
- xxxii. Share communications with your stakeholders (Parents, Teachers, Staff, and Students) during the different stages of your CrisisAlert process including how you have utilized the solution and how it has impacted your school community. You can do so via internal emails, LEA newsletters, school communications, morning announcements, creating a webpage on your website, and on social media.
- xxxiii. During sign-up: Inform all stakeholders about the decision to implement CrisisAlert.
- xxxiv. During installation: Keep stakeholders updated on the progress. Staff will want to know what to expect during this process. Students may wonder why new equipment is now appearing throughout the building.
- xxxv. Operational Phase: Your community will want to see how your CrisisAlert solution works. One way to do this is by hosting a demo day where you can invite speakers to participate, provide answers to frequently asked questions, and

demonstrate how your new solution works.

- xxxvi. Provide general troubleshooting of the system and its equipment with the site. LEA technical support can escalate an issue to be addressed through their account manager or support manager.
- xxxvii. Managing and maintaining all users and their permissions for the software through the term of the contract.
- xxxviii. Providing Badge Training and training documentation to new users of the system.
- xxxix. Customer acknowledges that Badge batteries are consumable items requiring periodic replacement, and Customer is responsible for timely replacement in accordance with CENTEGIX's maintenance recommendations.
- xl. Conducting test drills of CrisisAlert at the beginning of each semester.
- xli. Managing and maintaining all Visitor Management hardware through the term of the contract if applicable.
- xlii. Report structural changes to the building floorplans and layout to Centegix.

C. Each customer will assign individuals in their [LEA/school] the roles outlined below:

Role	Purpose and Primary Tasks
Executive Sponsor	Provides executive support throughout the project, including kick-off and go-live announcements.
Project Lead	Serves as the primary point of contact (POC) for CENTEGIX and has overall project responsibility.
Facilities Lead	Provides maps and coordinates access .
Technical Lead	Provides network configuration information and completes internal technical configuration (content filters, whitelisting, firewall rules, desktop application, intercoms, user management, etc.).
Training Lead	Drives participation of System Admins and Responders in CENTEGIX-hosted training and trains staff on using the CrisisAlert solution.
Security Lead	Identifies Safety Administrators , determines protocols , permissions , and procedures for Alert and Responder Types, and coordinates with local law enforcement for alert notification and testing.
Communication Lead	Plans the communication and media campaign for all stakeholders (staff, community, etc.).

5. Tentative Project Timeline

The Contractor will achieve implementation and delivery by June 30, 2027.

Below are the phases of onboarding, a tentative implementation plan during the project.



A. Average Onboarding: 45-90 days

- i. Planning: 5-15 days
- ii. Installation/Configuration: 15-30 days
- iii. Testing/Training: 10-15 days
- iv. User Training/Go Live: 10-15 days
- v. Project Close Out: 5-15 days

6. Data Privacy

In an era where digital security is not just a necessity but a critical component of any successful business, CENTEGIX has an acute focus on cybersecurity. Our commitment to protecting your data and ensuring the resilience of our services is unwavering. This document outlines the five pillars of our security strategy, each designed to fortify our systems and safeguard your data.

A. NIST Cybersecurity Framework

At CENTEGIX, we believe in building upon established successes. This is why we have adopted the

National Institute of Standards and Technology (NIST) cybersecurity framework. This framework is globally recognized for its comprehensive approach to managing cybersecurity risk. It encompasses identifying, protecting, detecting, responding, and recovering from cyber incidents. By aligning our security practices with NIST guidelines, we ensure a robust and scalable security posture that adapts to the evolving cyber landscape.

B. Data Encryption: End-to-End Protection

We understand the value of your data and the importance of keeping it confidential. At CENTEGIX, we implement end-to-end encryption for all data, both at rest and in transit. This means your information is encrypted from the moment it leaves your system until it arrives at its destination and vice versa. Our encryption protocols are designed to prevent unauthorized access and ensure that your data remains secure and private at all times.

C. Data Access and Security: Controlled and Monitored

Effective data access management is crucial in the SaaS environment. CENTEGIX employs stringent data access policies to ensure that only authorized personnel have access to sensitive information. Customer data is logically separated at the database/datastore level using a unique identifier for the customer. We adhere to the principle of least privilege, especially for API access rules, ensuring that each user is granted the minimum level of access required for their role. All API access is properly secured utilizing industry-standard practices. This approach significantly reduces the risk of internal and external threats to data integrity and confidentiality.

D. Internal Controls and Change Management: Ensuring Operational Integrity

To ensure that every process, from data handling to software deployment, adheres to the highest standards, we leverage our Governance, Risk, and Compliance (GRC) tool. This tool enables us to continuously monitor and manage our internal controls in real-time, ensuring that risks are identified and mitigated promptly. In addition, we follow SOC 2 Security controls, which provide a rigorous framework for safeguarding the confidentiality, integrity, and availability of our systems and data. This comprehensive approach ensures regulatory compliance and a proactive commitment to security and governance.

E. Disaster Recovery and Business Continuity: Preparedness and Resilience

CENTEGIX performs automatic backups of all customer and system data to protect against catastrophic loss due to unforeseen events that impact the entire system. An automated process will back up all data to a separate zone in the same country (e.g., US East A to US EAST B). Our backup policy is tested yearly with our Disaster Recovery Plan and Business Continuity Plan.

Our disaster recovery and business continuity plans ensure that our services remain operational and your data remains accessible, regardless of the scenario. We conduct comprehensive annual tests of our business continuity procedures, backup protocols, and incident response plans to ensure they are effective and up to date. These tests simulate various scenarios, including natural disasters, cyber-attacks, and other disruptive events, to validate that our systems, processes, and teams are ready to respond effectively. In addition, we regularly review and update our backup procedures to ensure data integrity

and availability during any interruption. This proactive and thorough approach to disaster preparedness guarantees minimal disruption to your business operations and provides a swift recovery during an incident.

F. Required Data

CENTEGIX does not collect student data. The following faculty data, provided by participating LEAs, is processed as necessary from LEA users utilizing the wearable panic alert devices or other connected products and services, including any mobile application:

- i. Faculty first and last name
- ii. Faculty work email address
- iii. Faculty work phone number or personal work phone number (optional)

7. Contract Award and Budget

The Contract shall commence upon execution and remain in effect for an initial term of three (3) years. At USBE's sole discretion, and subject to legislative appropriation, the Contract may be renewed for up to two (2) additional one-year terms. USBE may terminate the Contract at any time in accordance with Attachment A – USBE Standard Cooperative Terms and Conditions.

The maximum budget authorized for the initial three-year term is \$44,050,000.00. This amount represents the total funding available for statewide implementation and does not constitute a guarantee of expenditure to any individual Contractor. All pricing shall be inclusive of all costs associated with performance under the Contract. Contractors are responsible for all travel, lodging, meals, and related expenses. Travel time and travel-related costs shall not be invoiced to or reimbursed by USBE.

A. Compensation and Participation

This is a multiple-award cooperative contract. Contractor compensation shall be based on the number of LEAs and schools that select the Contractor as their Tier I service provider through the application process administered by USBE and the Utah School Safety Center. Reimbursement shall be based on the Tier I pricing set forth in Attachment C and approved participation levels.

Funding will be allocated on a per-school basis and shall not exceed \$1,300 per classroom for approximately thirty (30) classrooms per school. The Contractor acknowledges that participation by LEAs and schools is voluntary and that no minimum number of participating LEAs, schools, purchases, or contract expenditures is guaranteed.

B. Cooperative Purchases by Eligible Users

The pricing set forth in Attachment C shall be available to all Eligible Users and participating LEAs throughout the Contract term. If an Eligible User elects to purchase products or services directly under this Contract, the Cooperative Terms contained in Attachment A shall apply. The Contractor shall invoice the purchasing Eligible User directly for any such purchases.

C. Optional Cost Items

Optional cost items identified in Attachment C are not required for implementation and shall only be reimbursed when expressly authorized in writing by USBE. Optional items shall remain separate from required deliverables and may not be bundled into, incorporated with, or otherwise included in any other costs invoiced to USBE.

D. Tier II and Tier III Services

Tier II and Tier III services are not eligible for reimbursement by USBE. LEAs may utilize the cooperative pricing established under this Contract for such services; however, all invoices for Tier II and Tier III services shall be submitted directly to, and paid directly by, the ordering LEA.

8. Application Process

The School Safety Center will send a Qualtrics application to all LEAs that includes a link to the USBE webpage for wearable panic alert devices. The webpage will provide links to the final contracts, listing approved contractors, for Tier 1 services.

A. LEAs will complete the application to:

- i. Select one approved contractor for Tier 1 services
 1. No purchase orders will be signed with their selected contractor.
- ii. Provide their point of contact's name and information
- iii. Begin compiling a list of their schools designated to receive Tier 1 services.
 1. This list will be shared with the selected contractor when they meet with the LEA.
 2. USBE will obtain this information when the quote is received from the contractor.

B. Post Application Process

- i. Once the application period closes, the School Safety Center will review all submissions and share LEA contact information with the selected contractors. Contractors will use this information only to:
 1. Confirm Tier 1 services
 2. Coordinate next steps
 3. Create a quote for all designated schools within an LEA
 4. Send quote to USBE and the LEA
 5. Begin implementation upon USBE approval of the quote
- ii. Contractors are expected to contact LEAs promptly to ensure a smooth rollout.

NOTE: Any optional services selected by an LEA beyond the funded Tier 1 services will be handled directly between the LEA and the selected contractor, with the LEA assuming full financial responsibility (see Attachment C).

9. Invoicing

The Contractor shall submit invoices and letters of completion electronically to the USBE program manager listed below and accountspayable@schools.utah.gov for all goods and/or services provided in accordance with the terms of the agreement. Invoices will not be considered for payment if submitted by another method.

The Contractor shall not send invoices for Tier 1 services of this contract to LEAs for payment.

Invoices shall include the following:

- A. Contractor Name
- B. Uniquely identifiable invoice number
- C. Invoice date
- D. Contract Number
- E. Recipient Entity's (LEA's) point of contact information (phone number and email address)
- F. Contractor's authorized signature
- G. Date(s) goods/services were provided
- H. Itemized description of goods and/or services for which payment is requested
- I. Dollar amount requested
- J. Letter of completion signed by the LEA listing all locations that have received goods and/or services
 - i. Up to three letters of completion may be submitted for an LEA to allow batch invoicing for completed schools.
 - ii. Include:
 - 1. The LEA point of contact name and information
 - 2. The names of the completed schools
 - 3. Number of devices per school
 - 4. Signature of the LEA point of contact
 - a. Typed "signatures" will be legally binding as digital signatures

The Contractor will submit invoices within thirty (30) days after the delivery date of the goods/services to USBE. The contract number shall be listed on any invoices, freight tickets, and correspondence relating to the agreement. The prices paid by USBE will be those prices listed in this agreement unless the Contractor offers a discount at the time of the invoice. It is the Contractor's obligation to provide correct and accurate invoicing. **USBE has the right to adjust or return any invoice reflecting incorrect pricing or missing a letter of completion.**

All payments made to the Contractor under the agreement shall be made in the name of the Contractor, as it appears in the agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

The Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to the Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the

right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Tier II services are not reimbursable by USBE. LEAs may utilize the cooperative pricing associated, but invoices must be submitted to the ordering LEA.

10. Project Management

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education

USBE Program Manager:

Shauntelle Cota

Director of School Safety and Student Services

shauntelle.cota@schools.utah.gov

(801) 538-7502

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ATTACHMENT C - PRICING

Feature	Tier 1	Tier 2
Badges for Lead Teachers	YES	YES
Badges for ALL Teachers and School Staff	YES	YES
Two Badge Alert Types: Staff Alert (medical, fight, behavior) and Lockdown Alert	YES	YES
Administrator Enabled Campus-Wide Alerts (eg; Evacuate, Hold, Shelter)	YES	YES
Notification to All Campus Responders via Mobile and Computer Application	YES	YES
Badges are Battery Operated and Do Not Require Charging	YES	YES
Room-Level Accuracy	YES	YES
Full Campus Coverage Indoors and Outdoors	YES	YES
Basic Digital Mapping	YES	YES
Virtual Responder Training	YES	YES
Basic Installation	YES	YES
Cellular and Battery Backup on Gateway	YES	YES
Computer Takeover Alerting	YES	YES
Mobile and Computer App for Receiving and Activating Alerts	YES	YES
Active Directory Integration	YES	YES
PSAP integration with Alerting and Mapping Directly to Motorola Aware	YES	YES
Onsite Maintenance and Hardware Warranty	YES	YES
Visual Strobes in Every Classroom, Hallway, Common Area, Ingress Point	YES	YES
Advanced Digital Mapping with Safety Assets, Integrated with Aware	YES	YES
Intercom Integration Device	YES	YES
Onsite Responder Training	YES	YES
Advanced Installation with Cabling of Gateway Outside	YES	YES
API Integration to 3rd Party Services (eg, Digital Signage)	-	YES
Onsite Tagging of Assets	-	YES
Visitor Management Software *Optional*	-	YES
3 Year Average Classroom Price	\$950.00	\$1,000.00
3 Year Per School Fixed Price (Not to Exceed Based Upon 30 Average Classrooms Per School)	\$28,500.00	\$30,000.00