MASTER SERVICES AGREEMENT

This Master Services Agreement provides the terms and conditions of purchase between Frontline Technologies Group LLC dba Frontline Education, a Delaware limited liability company ("**Frontline**"), and the purchasing entity listed on the **Order Form** ("**Client**").

As used in this Master Services Agreement: (a) The term **Order Form** means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies certain software applications or certain services to be provided to Client; (b) the term **Statement of Work** ("SOW") means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies the particular project details including, without limitation, the services to be provided and project responsibilities; (c) the term **Subscription Software** shall mean Frontline's Software as a Service ("SaaS") product offerings including all embedded applications and any modifications/updates thereto which is offered to the Client on a subscription basis and set forth on the Order Form; and (d) the term **Professional Services** or **Services** means the services set forth on the Order Form and/or Statement of Work including, without limitation, training, implementation, consulting and project management. All Order Forms and Statements of Work shall be deemed part of and subject to this Master Services Agreement. Any preprinted or other terms contained on Client's purchase order or ordering documentation shall not apply to this Agreement and are specifically rejected by Frontline. The term "**Agreement**" means this Master Services Agreement, together with all Order Forms, Statements of Work and any other document appended to the Order Form.

Each party states that the individual signing this Agreement has the authority to bind it to this Agreement. To place orders subject to this Agreement, at least one Order Form must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Subscription Software applications identified on the applicable Order Forms and the Professional Services and other services identified on the applicable Order Forms or Statements of Work (collectively, "**Services**"), and any future Subscription Software, or Services provided by Frontline. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) regarding the Subscription Software and Services, and by entering into this Agreement the parties terminate all such agreements. In the event of a conflict between the provisions of this Agreement and the provisions of any Statement of Work, Order Form, or Order Form terms and conditions, the provisions of the Statement of Work, Order Form, or Order Form terms and conditions, as applicable, shall govern, but only with respect to the Subscription Software and Services stated in that particular Statement of Work, Order Form, or Order Form terms and conditions.

In consideration of the foregoing and the covenants the parties agree to the following:

1. Subscription Software and Services

1.1. **Subscription Software.** Subject to the terms and conditions of this Agreement, Frontline grants Client, during the Term, a non-exclusive, non-transferable right to access and use the Subscription Software (or license to install and use the Subscription Software if hosted by the Client), and the technical manuals, instructions, training materials, and other documentation that accompany the Subscription Software, as amended from time-to-time (collectively, the "**Documentation**") solely for internal use by its then-current employees, contractors, agents, representatives, and where applicable, by any agency listed in the Order Form ("**Agency**") and its employees, contractors, agents, and representatives and other end users authorized to use the Subscription Software on Client's behalf (collectively, "**Authorized Users**") in the ordinary course of Client's, or such Agency's, business. Frontline further grants Client the right, during

the Term, to make a reasonable number of copies of any applicable Documentation solely for Client's internal business purposes.

1.2. **Services.** Frontline agrees to use commercially reasonable effort to provide the Services in accordance with the applicable Order Forms or Statements of Work and any then-current Frontline policies.

1.3. **Restrictions.** Client shall not, directly or indirectly, and Client shall require all Authorized Users to not, (a) except as expressly allowed in this Agreement, transfer, assign, export, or sublicense the Subscription Software or any work product, deliverables, or other materials provided by Frontline in connection with the Services or otherwise (collectively, "**Work Product**"), or its rights or licenses, to any other person, organization, or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Subscription Software; (b) modify or create any derivative version of the Subscription Software or Work Product; (c) remove or modify any marking or notice on or displayed through the Subscription Software, Work Product, or Documentation, including those related to Frontline's or its suppliers' proprietary rights; (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce to human-readable form the Subscription Software or Work Product; (e) use the Subscription Software, Work Product, or Documentation to create a competitive product; (f) use the Subscription Software in a manner that circumvents or interferes with the operation of the technological measures that control access to the Subscription Software; or (g) permit access to the Subscription Software to Frontline's competitors or provide customer credentials to any third-party except with Frontline's written consent. Without limiting the foregoing, Client may not sublicense, outsource, or otherwise grant access to the Subscription Software to any third-party vendor without Frontline's prior written consent, including any third-party host of the Subscription Software for Client. Frontline has the right (but not the obligation) to monitor Client's and its Authorized Users' use of the Subscription Software to confirm their compliance with the terms of this Agreement.

1.4. **Proprietary Rights.** All rights, title, and interest to the Subscription Software, Work Product, and Documentation are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Subscription Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Subscription Software, Work Product, or Documentation to Client. The Frontline name, logo, solution (product) name(s) and any other marks, logos and trade dress are trademarks of Frontline, and no right or license is granted by this Agreement to their use. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.

1.5. **Authorized Users.** If the total number of Authorized Users is limited to the numerical or category limitations, if any, it will be stated in the applicable Order Forms. Client acknowledges that, depending on the specific Subscription Software provided by Frontline, Authorized Users may have different access and usage rights to the Subscription Software. Client is solely responsible for the access given to any Authorized User and the security thereof. Client shall ensure that Authorized Users comply with the terms and conditions of this Agreement and any acts or omissions of such Authorized Users will be deemed acts or omissions of Client for which Client agrees to be responsible on a joint and several basis. Client is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Client's Authorized Users in connection with use of the Subscription Software. Client is solely responsible for all activities that occur as a result of the use of individual usernames and passwords. Client will notify Frontline promptly of any unauthorized use of usernames and passwords or any other breach

of security known to Client. Client will not authorize, enable, or permit access to or use of the Subscription Software by any individual or entity (including other school districts) other than an Authorized User. Frontline may require Authorized Users to individually agree to terms of use of the Subscription Software for security, confidentiality and signature requirements through click-through agreements or other means.

1.6. **Software Administrator; Maintenance Windows.** Unless expressly agreed otherwise by the parties, at all times Client must have an employee who is, or will be, sufficiently trained or experienced in the use of the Subscription Software to act as the software administrator ("**Software Administrator**") and be designated by Client as such. If Client's Software Administrator ceases to serve as such, Client shall promptly provide written notice to Frontline and have another employee designated as a Software Administrator, at Client's expense. Frontline shall provide Client with assistance regarding the use of the Subscription Software during Frontline's normal business hours (Eastern Time), Monday through Friday. Frontline may perform system maintenance or software updates periodically upon advanced notice to Client. However, due to exigent circumstances or for security purposes, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.7. **Client Content.** The Subscription Software may enable Client and its Authorized Users to upload, link to, transmit, or otherwise provide text, files, images, graphics, illustrations, information, data (including personally identifiable information ("**PII**") and personal health information ("**PHI**"), as those terms are defined in applicable laws, (collectively "**Personal Data**"), audio, video, photographs and other content and material in any format (collectively, the "**Client Content**") into the Subscription Software. Client grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the Client Content for the purpose of providing the Subscription Software and Professional Services to Client and its Authorized Users, and otherwise performing Frontline's obligations and exercising its rights under this Agreement. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Frontline will act as a data processor, and will act on Client's instruction, as specified in the Order Form, concerning the treatment of Personal Data provided in connection with the Subscription Software and Services. Client shall provide all notices and obtain all consents (including consent of any parent or guardian for any minor) required for Client's use of the Subscription Software and receipt of the Services, and Frontline's provision of the Subscription Software and Services, including those related to the collection, use, storage, processing, transfer, and disclosure of Personal Data. Client agrees that it must properly enter data, information, and other Client Content and configure settings within the Subscription Software for the Subscription Software to operate properly. Client may not send PII or PHI to Frontline by unsecure method, including but not limited to, email, support tickets or voice mail. Client shall verify the accuracy of the Client Content and any forms, workflow, or configuration settings entered in the Subscription Software. Frontline shall not have any liability arising from the inaccuracy, scoring, completeness, legality, use of, or reliance on the Client Content or for the disclosure of PII and/or PHI in any unsecured email or support ticket. Client assumes the sole responsibility for the selection of the Subscription Software and Services to achieve Client's intended results, the use of the Subscription Software and Services, and the results attained from such selection and use.

1.8. **Client's Statement Regarding Client Content.** Client states that it is the owner of the Client Content (including evaluation frameworks and rubrics uploaded into the Subscription Software and any other content or data made available to Frontline), or Client has notified and obtained informed consent from the owner of the Client Content and all other necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), for Client and Frontline to use the Client Content as contemplated under this Agreement, and has taken all other actions

that may be necessary to ensure that Client's and its Authorized Users' use of the Subscription Software and Services, and any related materials provided or produced in connection with such use, complies with all applicable laws and regulations as well as school and district policies.

1.9. **Integration.** Client may with Frontline's prior written consent, at Client's direction and with or without Frontline's assistance, integrate or otherwise use the Subscription Software in connection with certain third-party courseware, employee evaluation rubrics, training, services, software, artificial intelligence tools or agents, application programming interface ("API") and other information and materials of third parties ("**Third-party Materials**"), and Frontline may make certain Third-party Materials available in connection with the Subscription Software. Client acknowledges and agrees that (a) Frontline is authorized to provide or permit access to the Client Content to the third party providers of such Third-party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third-party Materials; (ii) the Client Content provided in connection with such Third-party Materials, including a third-party's storage, use, or misuse of the Client Content; or (iii) Client's uninterrupted access to Third-party Materials. Client understands that the use of the Subscription Software may involve the transmission of the Client Content over the Internet and other networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for Client Content that is lost, altered, intercepted, or stored without Client's authorization during the transmission of any Client Content across networks or parts of networks not owned or operated by Frontline. If Client engages Frontline to assist in Client's integration or use of the Subscription Software with Third-party Materials, Client authorizes Frontline to access and use such Third-party Materials in connection with such assistance and Client states that it has the rights necessary to grant such authorization. Client agrees to be bound by the terms, conditions, and restrictions of the applicable third-party license agreements that govern the use of such Third-party Materials. Frontline may refuse to integrate Third-Party materials or disable access to the Third-Party Materials for which Client does not have the appropriate license, is in violation of the terms of use of the Third-Party Materials or in which the Third Party is in violation of Frontline's intellectual property rights.

1.10. **Hosting.** Unless an Order Form explicitly provides that particular Subscription Software will be made available by Frontline for download and installation on Client's computers, the Subscription Software will be hosted by an authorized subcontractor (the "**Hosting Service Provider**") that has been engaged by Frontline and shall only be accessed by Client from its computers and devices via websites of Frontline. The Hosting Service Provider is an independent third party not controlled by Frontline.

1.11. **Client Responsibilities.** Client agrees that (a) Client shall have sole responsibility for administering access security to the Subscription Software for its Authorized Users; (b) Client shall review any output resulting from its use of the Subscription Software and confirm that such output is correct; and (c) if Client uses the Software for reimbursement or payment from Medicaid or other government agencies, Frontline shall have no responsibility, and Client shall have sole responsibility, to submit accurate information and claims for such reimbursement or payment. Frontline does not warrant that the Subscription Software, or the results derived therefrom, will meet Client's requirements, or that the operation of the Subscription Software will be uninterrupted or error-free. Client is solely responsible for obtaining and maintaining, at its own expense, all hardware, software, and services needed to access and use the Subscription Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Client shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations, and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

1.12. **FERPA Designation.** *If an Order Form is for Subscription Software for which Frontline accesses, stores, or otherwise processes student PII or PHI, Client designates Frontline as a "School Official" with "Legitimate Educational Interests" (as those terms are defined under the Family Educational Rights and Privacy Act of 1974 ("**FERPA**")) in such PII and PHI for purposes of providing the Subscription Software to Client, and Frontline agrees to abide by the limitations and requirements imposed by FERPA on School Officials. Client acknowledges that: (i) the Subscription Software and Services are services or functions for which Client would otherwise use Client's own employees; (ii) Frontline is under Client's direct control with respect to Frontline's access to and use of PII and PHI; and (iii) Frontline is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Frontline's access to and use of PII and PHI*.

2. Invoicing and Payment. All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client's signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within 30 days of the date of an invoice via check or ACH. Frontline will not accept credit cards for payment. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Unless the Order Form states otherwise, Frontline reserves the right to increase any of the fees for any Renewal Term by providing notice of such increase to Client at least 30 days prior to the start of such Renewal Term. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline's income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If the parties agree that Frontline's personnel are to travel to Client's facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline's personnel.

3. Warranties and Disclaimers.

3.1. **Mutual.** Each party states that such party's execution, delivery, and performance of this Agreement (a) has been authorized by all necessary action of the governing body of the party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Client states on behalf of itself and all of its Authorized Users that it has the full legal right to provide the Client Content and that the Client Content will not (a) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or personality rights of any person or entity including as a result of failure to obtain consent to provide Personal Data or other private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Subscription Software and Services Warranties.** Frontline states that (a) the Subscription Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranties will not apply to any non-conformance of the Subscription Software, Work Product, or Services due to (A) Client's failure to permit the installation or implementation of any update, upgrade, or release provided by Frontline, (B) Client's negligence, abuse, misapplication, or misuse of the Subscription Software (including Client's failure to operate the Subscription Software in accordance with Documentation), (C) Client's modification of the Subscription Software not approved in writing by Frontline, or (D) Client's use or operation of the Subscription Software with any technology (including any software, hardware, firmware, system, or network) not approved in writing by Frontline. In the event of any breach of the foregoing warranties, reported to and verified by Frontline, Frontline will use commercially reasonable efforts to correct such non-conformance. Client's sole remedy for Frontline's breach of any of the foregoing warranties is limited to the replacement, repair, or refund, at Frontline's option, of defective Subscription Software or Work Product or re-performance of the affected Services. Notwithstanding the foregoing, any Third-party Materials shall be subject only to the terms and any warranties provided by the applicable third party and not to any of the foregoing warranties.

3.3. **Disclaimers.** *Except as expressly provided in Section 3.2, to the maximum extent permitted by applicable law, Frontline and its suppliers expressly disclaim all warranties, whether express, implied, or statutory, as to any aspect of the Subscription Software, Work Product, Services, or other materials provided by Frontline, including warranties of merchantability and fitness for a particular purpose. Frontline and its suppliers do not warrant that the Subscription Software, Work Product, Services, or other materials provided by Frontline will be uninterrupted or error-free; nor does Frontline make any warranty as to the results that may be obtained from use of the Subscription Software, Work Product, Services, or other materials provided by Frontline.*

4. Confidential Information; Privacy.

4.1 **Confidential Information.** During the Term and for two years thereafter, each party will use the same degree of care to protect the other party's Confidential Information in the same manner as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any written information that is marked or otherwise indicated as confidential or proprietary, or, in the case of information that is disclosed orally or written information that is not so marked, by notifying the other party in writing of the proprietary and confidential nature of the information within 10 days after disclosure. Notwithstanding the foregoing, (a) Confidential Information of Frontline includes the Subscription Software, Documentation, Services, Work Product, any output or reporting from the Subscription Software, the terms of this Agreement and the content of any Frontline customer whose data resides in any of Frontline's Subscription Software; and (b) Confidential Information of Client includes Personal Data contained within any Client Content. Confidential Information does not include information which (a) was known to the receiving party free from any duty or obligation of confidentiality or generally in the public domain before disclosure; (b) becomes generally part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (d) was independently developed by the receiving party without use of or reference to Confidential Information. Aggregated and/or de-identified data that does not contain Personal Data generated by Frontline or its suppliers in connection with Client's and its Authorized Users' use of the Subscription Software and Services will be the Confidential Information and property of Frontline. The receiving party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the receiving party notifies the disclosing party,

provides it with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing party) to cooperate with the disclosing party in limiting disclosure.

4.2 **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Personal Data submitted by Client into the Subscription Software or otherwise provided to Frontline. Client understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

4.3 **California Consumer Privacy Act.** For Clients covered by the California Consumer Protection Act (CCPA), Client states that Frontline is a Service Provider to Client with respect to the Personal Information. Frontline shall not (a) Sell Personal Information or (b) retain, use, or disclose any Personal Information for any purpose other than for the specific purpose of providing the Subscription Software and Services, including retaining, using, or disclosing Personal Information for a Commercial Purpose. For the avoidance of doubt, the foregoing prohibits Frontline from retaining, using, or disclosing Personal Information outside of its direct business relationship with Client. Frontline certifies that it understands the obligations under this Section and will comply with them. Frontline may use aggregated, anonymized, or Deidentified Personal Information; provided, however, that such use shall be permitted only to the extent that any such data constitutes Aggregate Consumer Information or has been Deidentified and Frontline complies with all requirements applicable under the CCPA. For purposes of this Section only, the terms Aggregate Consumer Information, Commercial Purpose, Deidentified, Personal Information, Sell, and Service Provider shall have the meanings specified in the CCPA.

4.4. **Public Records Act Compliance**. To the extent Client is subject to public record acts or freedom of information acts, Frontline will work with Client to provide appropriate information in response to records requests, to the extent the requested information is not Frontline's trade secret, proprietary information or otherwise exempted from disclosure under state law.

5. Feedback. If Client provides Frontline with any comments, bug reports, feedback, or suggestions related to the Subscription Software, Work Product, Services, or Documentation ("**Feedback**") by any means including, without limitation, support tickets, telephone, email, surveys or automated through third-party solutions including artificial intelligence tools. Client hereby assigns to Frontline all of Client's rights in such Feedback and agrees that Frontline shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate.

6. Indemnification. To the maximum extent permitted by applicable law, Client shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Client of this Agreement or Client's use of Third Party Materials in violation of the license agreements or terms of use applicable to the Third Party Materials, including failure to obtain consent to provide Personal Data.

7. Limitations of Liability. *Other than the fees, charges and expenses payable under this Agreement, to the maximum extent permitted by applicable law, in no event shall either party (and in the case of Frontline, its suppliers) be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this Agreement or the use or non-use of the Subscription Software, Work Product, or Services. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable law, in no event shall Frontline's (or its suppliers') total liability*

arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability, or otherwise, exceed the total amounts paid to Frontline during the twelve months for the product at issue immediately preceding the events giving rise to such claims. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable under this Agreement reflect these disclaimers and limitations.

8. Artificial Intelligence Technology.

8.1. **AI Features**. Frontline's Subscription Software may include artificial intelligence, machine learning, generative Artificial Intelligence, predictive analytics, recommendation engines, automated decision-support tools, and the ability to perform tasks or take actions automatically or semi-automatically on Customer's behal*f* and similar functionalities (collectively, the "AI Features"). AI Features may generate, summarize, recommend, classify, predict, or otherwise provide content, insights, analyses, responses, or outputs ("AI Output"). At Client's request, Frontline will identify the AI Features that are incorporated in the Subscription Software utilized by Client. Frontline may use certain tools to record or capture Subscription Software use, client communications and Subscription Software attributes in order to enhance its Subscription Software and Services.

8.2. **Client Responsibility for Review**. Client acknowledges that AI Output is generated through automated processes and may contain inaccuracies, errors, omissions, outdated information, biases, or other defects. Client is responsible for reviewing, evaluating, and independently verifying the accuracy, completeness, appropriateness, and legality of any AI Output before using, relying upon, distributing, or acting upon it. Client shall not rely on AI Output as the sole basis for: (i) for hiring, promotion, discipline, termination of any staff or potential staff member; (ii) student placement, special or gifted education decisions or other high impact decisions; (iii) administrative, legal, regulatory, safety-related, or other consequential decision. Client is solely responsible for all decisions, actions, or omissions arising from or related to its use of AI Features or AI Output. AI Output is provided solely for informational and operational assistance purposes and does not constitute legal advice, educational advice, employment advice, professional judgment, or any other professional service. Client shall conduct its own review or obtain independent professional review where appropriate before acting upon AI Output.

8.3. **No AI Warranty**. FRONTLINE DOES NOT WARRANT THAT AI FEATURES OR AI OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, ERROR-FREE, BIAS-FREE, UNINTERRUPTED, OR SUITABLE FOR CUSTOMER'S PARTICULAR PURPOSES. FRONTLINE MAKES NO REPRESENTATION OR WARRANTY THAT AI OUTPUT WILL SATISFY CUSTOMER'S REQUIREMENTS, PRODUCE ANY PARTICULAR RESULT, OR COMPLY WITH ANY APPLICABLE LAW, REGULATION, DISTRICT POLICY, OR OTHER REQUIREMENT APPLICABLE TO CUSTOMER. AI OUTPUT IS PROVIDED "AS IS" AND "AS AVAILABLE."

8.4 **Modification of AI Features**. Frontline may modify, replace, suspend, limit, or discontinue any AI Feature at any time in order to address legal, regulatory, technical, security, safety, operational, or business concerns. Such modification, suspension, limitation, or discontinuation shall not constitute a breach of this Agreement.

8.5 **Use of APIs**. Without express consent by Frontline, Client may not use a non-Frontline created API to (i) request data from or input data to any Frontline Subscription Software; or (ii) use an API to obtain any Frontline Intellectual Property.

9. Term and Termination.

9.1. **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue until such time that there are no valid Order Forms in effect (the "**Term**"). The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date listed in such Order Form and (b) continue for one year or such other period as provided in such Order Form (the "**Order Form Initial Term**") unless earlier terminated in accordance with this Agreement, and, to the extent permitted by applicable law, will automatically renew for successive one-year terms thereafter (each, a "**Renewal Term**"), subject to fee increases for Renewal Terms in accordance with Section 2 above, unless one party notifies the other party of non-renewal in writing at least 60 days prior to the end of the current Order Form Initial Term or Renewal Term. In the event notice of a price increase in section 2 is not provided to Client within 60 days prior to the end of the current Order Form Initial Term or Renewal Term, Client will have ten (10) days after notice of the price increase within which to provide the notice of non-renewal. If the Order Form contains a proration for a term less than one year, the Initial Term will extend to the end of the first full year of the Order Form.

9.2. **Suspension and Termination.** Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not cure such breach within 30 days after its receipt of written notice of such breach. Frontline may immediately terminate this Agreement and/or suspend use of any Subscription Software if the Client: (i) has accessed or used the Subscription Software beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (c) has created an objective security threat or its use has threatened Frontline's intellectual property to warrant immediate action by Frontline to protect the security of Client Data, Frontline's systems, including if the Subscription Software is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Frontline's ability to control.

9.3. **No Termination for Convenience.** Client is not entitled to terminate this agreement for any reason other than those contained in this Agreement. No termination for convenience is permitted.

9.4. **Termination for Lack of Funding**. If a Client is bound by state law which prevents it from committing to payment of funds beyond the current school fiscal year and if the funds designated for payment of Frontline Subscription Software and/or Services are not allocated in any succeeding school fiscal year after having been specifically requested by the Client, then Client may terminate the Order Form without penalty for such school fiscal year. Client must provide Frontline with reasonable documentation supporting the lack of funding, such as prior and succeeding fiscal year technology or third-party software budgets. Client is obligated to pay all charges incurred through the end of the last school fiscal year for which funds were appropriated. Client must notify Frontline of termination within 30 days prior to the commencement of the succeeding school fiscal year.

9.5. **Effects of Termination.** Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statement of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires, or is otherwise terminated. Upon the termination or expiration of this Agreement, the subscription rights and licenses granted to Client under Section 1.1 will terminate automatically and Client (a) shall immediately cease using the Subscription Software, Work Product, and Documentation; (b) shall immediately and permanently delete

all components of the Subscription Software and Work Product (including, for clarity, all ancillary components such as an associated database(s)) from all computers and devices (including all laptops, notebooks, workstations, servers, memory, or storage devises, etc.) in Client's possession or under Client's control, such that the Subscription Software and Work Product will not be available to any person after the date of termination or expiration unless read-only access has been elected in Order Form; and (c) for a period of 30 days, may request a copy of the Client Content that is in Frontline's possession. Each Subscription Software may have a different format for returning Client Content and Client is encouraged to inquire to determine the format as it will be the only no-cost alternative. Client may also, at additional cost be provided read-only access so that Client may download and retain Client Content. After the 60-day period, Frontline may, unless legally prohibited, delete all of Client's data in its systems or otherwise in its possession or control (except for such data that is contained in routine backups). The following provisions of this Agreement will survive expiration or termination: Sections 1.3, 1.4, 3.3, 4, 5, 6, 7, 8.2, 8.5 and 10 (all subparts). Frontline may (without limitation of any other rights or remedies) suspend Client's and its Authorized Users' use of the Subscription Software in the event that (A) Client is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five days following written notice to Client), (B) Client has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Subscription Software is necessary to avoid or mitigate harm to the security of Frontline's or any of its clients' systems or data. Any such suspension will not constitute a termination of this Agreement.

9.6. **Treatment of Bundled Discounts Upon Termination.** In the event that Client has been given a discount off of Frontline's list prices for bundling Subscription Software solutions and/or entering into a multi-year agreement, and Client terminates one or more of the bundled Subscription Software solutions or terminates prior to the end of the multi-year term, Frontline may charge Client an early termination fee of up to 25% of the annual subscription fee for each of the terminated solution(s) for each of the non-complete years of the applicable Agreement or Order Form within thirty (30) days after termination. This clause will not apply in the event the Agreement was terminated as a result of Frontline's breach in accordance with section 8.2.

10. District Ordering. Any other school district in the same state as Client ("**School District**") may also purchase from Frontline a license or subscription to the Subscription Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Client under this Agreement (excluding Client's Order Forms and Statements of Work). Each School District will be separately liable for payment for such Subscription Software and Services and its compliance with this Agreement, and neither Client nor School District will be liable for the acts, omissions, or obligations of any other School District under this Agreement. Frontline will have no obligations to provide any Subscription Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to this Agreement. By so doing, the School District agrees to be bound by this Agreement and for purposes of its order is considered "Client" as that term is used in this Agreement. In the event that Client and Frontline amend this Agreement (each an "**Amendment**"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to this Agreement upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

11. General.

11.1. **Independent Contractors.** Frontline and Client are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever.

11.2. **Assignment.** Client may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

11.3. **Compliance with Laws.** Client will comply with all local, state, and federal laws, regulations or other limitations in the use and operation of the Subscription Software. Client will not directly or indirectly export or transfer any technical data or software in violation of any laws, regulations rules or other limitations imposed by the US export control laws or that of any other country.

11.4. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, except for Client's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any unforeseen delay, error, failure, or interruption of performance due to any act of God, United States or foreign governmental acts in either a sovereign or contractual capacity terrorism, pandemic, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, road icing or inclement conditions, flood, freight embargos, problems with the Internet, or act of any other person not under the control of such party.

11.5. **Payments.** Client's payment obligations under this Agreement are absolute and unconditional and are not subject to any abatement, reduction, defense, setoff counterclaim or recoupment due or alleged to be due as a result of any past, present or future claim that Client may have against Frontline.

11.6. **Additional Insured.** If the Client requests to be added as an additional insured on any Frontline insurance policy which permits an additional insured, the limits of any insurance proceeds shall be subject to the Limitations of Liability stated in Section 7 above.

11.7. **Future Modifications.** Frontline may modify this Agreement at any time in its sole discretion. Modifications become effective upon posting the revised Agreement online and (i) the execution of an Order Form after posting the modification; (ii) payment of an invoice after posting the modification; or (iii) otherwise making the Agreement available to Client. Subject to specific state law, Client's continued access to or use of the Subscription Software or Services following the effective date of any modification constitutes Client's acceptance of the modified Agreement. If Client does not agree to any modification, Client must immediately contact Frontline and cease using the Subscription Software Services.

11.8. **Choice of Law/Venue.** This Agreement shall be governed by the laws of the State of where the Client is located, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in a federal or state court of competent jurisdiction in the state where the Client is located.

11.9. **Amendment.** This Agreement may be amended only by written agreement of the parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void.

11.10. **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.

11.11. **Severability.** If any provision of this Agreement is held invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11.12 **Construction.** This Agreement does not confer any rights or remedies upon any person other than the parties, except Frontline's suppliers. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."

11.13 **Counterparts.** The Order Form may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

Each of the parties has caused its authorized representative to execute the Order Form (which incorporates these terms) as of the Effective Date listed on the Order Form.