



CUSTOMER AGREEMENT

The attached documents describe the relationship between Learning Innovation Catalyst LLC, a Delaware corporation ("LINC") and the customer identified below ("Customer"). The document attached to this Cover Page entitled "Terms and Conditions" (the "Terms") describes and sets forth the general legal terms governing the relationship between the parties, and the documents following the Terms and identified as Schedule A and Schedule B describe and set forth the services to be provided by LINC pursuant hereto (collectively, the "Agreement"). In the event of any conflict between this Agreement and the Terms of Use found on our website, this Agreement shall supersede the terms in the Terms of Use. This Agreement, including the attached Terms, will become effective when this cover page is executed by authorized representatives of both parties (the "Effective Date").

Customer Information:

Customer: Santa Barbara Unified School District

Address: 720 Santa Barbara Street, Santa Barbara, CA 93101

Billing Contact: Laci Preston
Title: Director of Fiscal Services
Phone: 805-963-4338 6290
Email: Lpreston@SBUnified.org

Principal/ Contact Person: Meg Jette

Title: Assistant Superintendent of Business
Phone: 805-963-4338 6230
Email: mjette@SBUnified.org

FOR INTERNAL USE ONLY:

Contract #: LINC-5849

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.
 - a. "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Service.
 - b. "Authorized User" means each of Customer's employees, agents, independent contractors, and/or such other individuals who are authorized to access the Service pursuant to Customer's rights under this Agreement.
 - c. "Consulting Services" means the consulting services, such as training, event consulting, and other services as set forth in Schedule A.
 - d. "Customer Content" means any information, data, or audiovisual content uploaded or

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submitted to the Service, including videos recorded through the Service by, or on behalf of, Customer or its Authorized Users.

- e. **"Customer Work Product"** means the work product Customer creates, including cycles and content, that LINC includes in a Deliverable.
- f. **"Deliverable(s)"** means the items LINC provides Customer under this Agreement, including items specifically designated or characterized as deliverables in Schedule A, such as assessments.
- g. **"Documentation"** means the technical materials provided by LINC to Customer in hard copy or electronic form describing the use and operation of the Service.
- h. **"Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
- i. **"Service"** means the LINC proprietary software as a service platform technology and related services that LINC provides under this Agreement.
- j. **"Support Services"** means the support and maintenance services, including certain consulting services for LINC Spring, as set forth in Schedule B.

2. PROVISION OF THE SERVICE.

- a. Subject to Customer's payment of the fees set forth in Schedule A ("Fees"), LINC will provide Customer and its Authorized Users with access to the Service. On or as soon as reasonably practicable after the Effective Date, LINC will provide to Customer the Access Protocols necessary to allow Customer and its Authorized Users to access the Service. Customer acknowledges that LINC may continually develop, deliver and provide to Customer ongoing innovation to the Service, in the form of new features, functionality, and efficiencies. Accordingly, LINC reserves the right to modify the Service from time to time without notice. Some modifications will be provided to Customer at no additional charge. In the event LINC adds additional functionality to the Service, LINC may condition the implementation of such modifications on Customer's payment of additional fees; provided, however, that Customer may continue to use the version of the Service that LINC makes generally available (without such features) without paying additional fees for the remainder of the then-current Term. Customer will ensure that all Authorized Users accept the Terms of Use for the Service prior to providing any Access Protocols or otherwise providing access to the Service. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify LINC promptly of any such unauthorized use known to Customer. LINC will, at its own expense, provide for the hosting of the Service, provided that nothing herein will be construed to require LINC to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Service.
- b. Subject to Customer's payment of the Fees, LINC will provide Customer with Consulting Services, if applicable, as set forth in Schedule A.

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3. INTELLECTUAL PROPERTY

- a. **Restrictions.** Except as expressly authorized herein, Customer will not, and will not authorize or permit any Authorized User or other party to: (a) allow any third party to access the Service or Documentation; (b) modify, adapt, alter or translate the Service or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Service or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Service, except as permitted by law; (e) interfere in any manner with the operation of the Service or the hardware and network used to operate the Service; (f) modify, copy or make derivative works based on any part of the Service or Documentation; (g) access or use the Service to build a similar or competitive product or service; (h) attempt to access the Service through any unapproved interface; or (i) otherwise use the Service or Documentation in any manner that exceeds the scope of use permitted under Section 3.c or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Service will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions.
- b. **Ownership.**
 - i. Deliverables; LINC Materials. Except to the extent expressly granted in this Agreement, LINC owns and retains all right, title and interest in and to: (i) all Deliverables it creates, (ii) LINC Confidential Information, (iii) all materials prepared and used by LINC for training, coaching and all other consulting and professional services, and (iv) any other Intellectual Property Rights that result from its performance of the Service or Consulting Services.
 - ii. Service and Documentation. The Service and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of LINC and its suppliers. All rights in and to the Service and Documentation not expressly granted to Customer in this Agreement are reserved by LINC and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service, Documentation, or any part thereof. Certain items of software may be provided to Customer with the Service and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.c or 9. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software.
- c. **LINC License Grant.** Subject to the terms and conditions of this Agreement, LINC grants to Customer a non-exclusive, perpetual, non-transferable (except as permitted under Section 11), limited license, during the Term (as defined below), to (a) the Deliverables, solely for Customer's internal, educational, not for profit, business purposes and in accordance with the limitations (if any) set forth in this Agreement, (b) (i) access and use the Service in accordance with the Documentation; and (ii) use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of

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the Service. Customer may permit any Authorized Users to access and use the features and functions of the Service as contemplated by this Agreement, subject to any restrictions set forth on Schedule A and subject further to each Authorized User's agreement to Customer's privacy policy, available at <https://linclearning.com/privacy-policy/> and terms of use, available at <https://linclearning.com/terms-of-use/>, for the Service, as each may be amended from time to time. For the avoidance of doubt, Customer may not transfer or sublicense the Deliverables to any third party.

- d. **Feedback.** Customer hereby grants to LINC a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Service. LINC will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

- a. **Fees.** In consideration for the access rights granted to Customer under this Agreement, Customer will pay to LINC the Fees. Except as otherwise provided in Schedule A, all Fees are billed at the end of the month and are due and payable within thirty (30) days of the date of the invoice. Any amounts not paid when due will bear interest at the rate of one-and-one-half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid in full. LINC reserves the right to modify the Fees payable hereunder upon written notice to Customer at least thirty (30) days prior to the end of the then-current Term. LINC reserves the right (in addition to any other rights or remedies LINC may have) to discontinue the Service and suspend all Authorized Users' and Customer's access to the Service if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. All Fees payable for access to the Service shall be deemed fully earned ON THE LATER OF: (A) the Effective Date OR (B) THE DATE ON WHICH THOSE FEES ARE INVOICED TO CUSTOMER; and THEREAFTER shall be non-refundable under all circumstances, except: (I) upon a termination of this Agreement by Customer upon a breach by LINC pursuant to Section 10.b, or (II) at LINC's option pursuant to Section 9.1(d).
- b. **Taxes.** The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on LINC's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fees, the provision of the Service, or the license of the Service to Customer.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

- a. **License; Ownership.** Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content created on LINCspring. Customer will obtain all third-party licenses, consents and permissions needed for LINC to use the Customer Content to provide the Service. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for LINC to use the Customer Content submitted by or on behalf of Customer for the

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purposes set forth in this Agreement. Customer grants LINC a non-exclusive, worldwide, sublicenseable, royalty-free and fully paid license and right during the Term to: (a) reproduce, create derivative works of, distribute, digitally transmit, publicly display, or otherwise use the Customer Work Product in any medium or format, and (b) use the Customer Content as necessary for purposes of providing and improving the Service. Customer owns and retains all right, title and interest in and to: (a) all Customer Content it provides to LINC, (b) all Customer Work Product it creates, which LINC includes in the Deliverables, and (c) Customer Confidential Information.

- b. **Customer Warranty.** Customer represents and warrants that any Customer Content will not: (a) infringe any copyright, trademark, or patent, (b) misappropriate any trade secret, (c) be deceptive, defamatory, obscene, pornographic or unlawful, (d) contain any viruses, worms or other malicious computer programming codes intended to damage LINC's system or data, or (e) otherwise violate any rights of a third party, including rights of privacy or publicity.
- c. **General Customer Responsibilities.** Customer shall: (a) be responsible for its Authorized Users' acts and omissions, (b) use the Services only in accordance with this Agreement and the Documentation and in compliance with all applicable laws and regulations, and (c) reasonably cooperate with LINC as necessary for LINC to perform its obligations under this Agreement.
- d. **Customer Responsibility for Data and Security.** Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Service. Customer will have the ability to export Customer Content out of the Service. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and shall notify LINC promptly of any such unauthorized access or use. LINC will use commercially reasonable efforts to back up any Customer Content; however, Customer is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6. WARRANTIES AND DISCLAIMERS

- a. **Limited Warranty.** LINC represents and warrants that it will provide the Service and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies LINC in writing of the breach within thirty (30) days following performance of the defective Service, specifying the breach in reasonable detail, LINC will, as Customer's sole and exclusive remedy for any breach of the foregoing, re-perform the Service which gave rise to the breach or, at LINC's option, refund the fees paid by Customer for the Service which gave rise to the breach.
- b. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 6.A IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.A, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND DOCUMENTATION ARE PROVIDED "AS IS," AND LINC MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER

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WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. LINC DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7. LIMITATION OF LIABILITY

- a. **Types of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- b. **Amount of Damages.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO LINC DURING THE SIX (6) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL LINC'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS, FOR DEATH OR PERSONAL INJURY, OR FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS.

8. CONFIDENTIALITY

- a. **Confidential Information.** "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Service, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of LINC.
- b. **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to LINC). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the

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Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

- c. **Exceptions.** The confidentiality obligations set forth in Section 8.b will not apply to any information that: (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party, (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations, (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations, or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

9. INDEMNIFICATION

- a. **By LINC.** LINC will defend at its expense any suit brought against Customer, and will pay any settlement LINC makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Service infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Service becomes, or in LINC's opinion is likely to become, the subject of a claim of infringement, LINC may, at LINC's option: (a) procure for Customer the right to continue using the Service, (b) replace the Service with non-infringing software or services which do not materially impair the functionality of the Service, (c) modify the Service so that it becomes non-infringing, or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Service and Documentation. Notwithstanding the foregoing, LINC will have no obligation under this Section 9.a or otherwise with respect to any infringement claim based upon: (a) any use of the Service not in accordance with this Agreement or as specified in the Documentation, (b) any use of the Service in combination with other products, equipment, software or data not supplied by LINC, or (c) any modification of the Service by any person other than LINC or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This Section 9.a states the sole and exclusive remedy of Customer and the entire liability of LINC, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.
- b. **By Customer.** Customer will defend at its expense any suit brought against LINC, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to: (a) an Exclusion, or (b) Customer's breach or alleged breach of Section 5.

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- c. **Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit, (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit, and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

- a. **Term.** This Agreement will begin on the Effective Date and continue in full force and effect for a term of one (1) year, unless terminated earlier in accordance with the terms of this Agreement (the "**Term**"). The Term may be extended for additional periods of one (1) year each upon the mutual written agreement of the parties prior to the expiration of the then-effective Term. If extended as herein provided, the "**Term**" shall be and mean the one (1) year extension period agreed upon by the parties.
- b. **Termination for Breach.** Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.
- c. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate, (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 8, and (c) any amounts owed to LINC under this Agreement will become immediately due and payable. Sections 1, 3.a, 3.b, 3.d, 4, 6.b, 7, 8, 9, 10.c, 10.d and 11 will survive expiration or termination of this Agreement for any reason.
- d. **Data Extraction.** For sixty (60) days after the end of the Term, LINC will make Customer Content available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Content, unless LINC is instructed by Customer to delete such data before that period expires. After such period, LINC will discontinue all use of Customer Content and reserves the right to destroy all copies of Customer Content in its possession.

11. MISCELLANEOUS

- a. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State on which Customer's school district is located (the "**Subject Jurisdiction**"), without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in the Subject Jurisdiction for any lawsuit filed there against Customer by LINC arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from LINC, or any products utilizing such data, in violation of the United States export laws or regulations. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any

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provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service and Documentation. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. Customer's relationship to LINC is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of LINC. All notices required or permitted under this agreement must be delivered in writing, if to LINC, by emailing info@linclearning.com and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page; provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. This Agreement, which incorporates the Schedule(s) hereto is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and LINC.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms and Schedules A and B) as of the dates set forth below:

CUSTOMER**By (Signature):****Name (Printed):****Title:****Date:****LEARNING INNOVATION CATALYST LLC****By Signature:****Name:** Scott Noon**Title:** Chief Revenue Officer**Date:**

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STATEMENT OF WORK

Schedule A

PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT & PAYMENT TERMS

Product	Description	Price	Quantity	Total
LINCspring Building License Subscriptions	Building level access to LINCspring and LINCspring Live! 16 buildings: 9 ES, 4 MS, 3 HS	\$90,000.00	1	\$90,000.00
Virtual Coaching & Implementation Support	Professional Development and Planning: - 1 District Planning Sessions: (1.5 hours) - 4 Leadership Training Sessions: (1.5 hours each) - 1 Follow up Q&A Sessions for Leadership (1 hour) 4 Teacher Support Q&A Sessions (1 hour each)	\$0.00	1	\$0.00
Product Development	LINC will develop cycles with supports for SPED and ELLs with a release date in August. In addition, LINC can provide a playlist of cycles that are applicable to differentiating for SPED/ELL students	\$0.00	0	\$0.00

Total Product & Cost:

\$90,000.00

Additional Terms for Consulting Services:

If LINC performs Consulting Services, the following additional terms will apply:

- (a) LINC will perform the Consulting Services described in and in accordance with Schedule A.
- (b) If on-site at Customer, LINC will take all commercially reasonable precautions to prevent injury to any persons (including employees and other agents of Customer) or damage to property (including Customer's property).
- (c) LINC will supervise and monitor its personnel and ensure that all personnel are properly

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documented workers.

(d) LINC will advise Customer of LINC's progress in performing the Consulting Services in a manner and frequency indicated in this SOW.

(e) If Customer decides to modify the scope of the Consulting Services, Customer will notify LINC of the proposed change(s), and LINC will furnish Customer with a written offer to provide the services and an estimate of the costs within a reasonable time frame. Any change in the scope of the Consulting Services will not be effective until Customer and LINC have agreed to such change in writing.

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SUPPORT SERVICES

Schedule B

AUTHORIZED USERS

Services	Description	Quantity
Authorized Users	Number of Authorized Users Valid Dates: Date of execution through June 30,2020	16 Buildings

1. **Support:** During the Term, LINC will provide the following support to Customer:

(a) **Help Desk.** LINC will provide Technical Support to LINC Spring platform Customer via email for use by Authorized Users [Monday through Friday, 8 am – 5 pm PT, US holidays excluded,] for problem resolution assistance ("Support Hours"). Authorized Users or Customer may initiate a helpdesk ticket during Support Hours by emailing support@lincspring.com. LINC will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

(b) **Error Corrections.** LINC will use commercially reasonable efforts to correct all Errors in the Service reported by Customer over the phone or in writing to LINC. LINC will utilize remote diagnostic procedures whenever possible for Error diagnosis and bug fixes and/or workaround to correct the Error ("**Error Correction**"). LINC may not issue Error Corrections for all Errors. "**Error**" means a reproducible failure of the Service to substantially conform to the Documentation. LINC will respond to Errors as set forth in the chart below.

Error Priority Level	Error Description	Initial Response	Fix or Work Around
Error Level 1 – Critical	The Service is down and cannot be accessed	Within 4 hours	Within 16 hours
Error Level 2 – High	The Service is running but substantial errors occur	Within 8 hours	Within 2 business days
Error Level 3 – Medium	Errors in the Service affect users' ability to benefit fully from it	Within 1 business day	Within 3 business days
Error Level 3 – Low	The Service displays some minor errors	Within 2 business days	Within 5 business days, unless otherwise indicated in response

(c) **Improvements.** During the Term, LINC may, in its sole discretion, provide Customer with updates, upgrades, enhancements, and any other improvements that LINC generally offers to other customers of the Service.

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2. **Support Services:** If LINC performs Support Services, the following additional terms will apply:

(a) LINC will perform the Support Services, described in and in accordance with Schedule B, and deliver requirements set forth therein (if applicable), governed by the terms of the Agreement, that will at a minimum, include a description of the Support Services to be performed, the personnel, and all other necessary details associated with the Support Services in the SOW.

(b) LINC will provide phone implementation, on-boarding assistance and product support for free. LINC will work hand-in-hand with Customer during on-boarding to define workflows and train Customer's staff on LINC. Onboarding support excludes workshops and coaching sessions.

(c) If Customer decides to modify the scope of the Support Services described in this Schedule B, Customer will notify LINC of the proposed change(s), and LINC will furnish Customer with a written offer to provide the services and an estimate of the costs within a reasonable time frame. Any change in the scope of the Support Services will not be effective until Customer and LINC have agreed to such change in writing.

The parties agree to the above terms and have executed this Schedule under the Agreement as of the last date set forth in the signature page hereof.

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