

SPED FORMS, LLC

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and St. Croix Preparatory Academy ("Customer") on September 08, 2026 (the "Effective Date").

1. Definitions

- a. **Applicable Law.** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.
- b. **AI Features.** The term "AI Features" shall mean any artificial intelligence-enabled functionality, tools, or services made available by Licensor as part of the Software, including functionality that generates, summarizes, suggests, transforms, or analyzes content.
- c. **AI Input.** The term "AI Input" or "Input" shall mean any data, content, prompts, instructions, materials, or other information provided, submitted, or made available by or on behalf of Customer or its Authorized Users for use by or with the AI Features, including any portion of Customer Data included therein.
- d. **AI Output.** The term "AI Output" or "Output" shall mean content, responses, results, or other material generated by or through the AI Features based on the AI Input.
- e. **Authorized User.** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement, provided however, that Licensor reserves the right, acting reasonably, to object to and withhold approval of any specific consultant, contractor, or agent from acting as an Authorized User.
- f. **Confidential Information.** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.
- g. **Customer Data.** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement. Customer Data includes AI Input to the extent it contains or is derived from Customer Data but excludes AI Output except to the extent the Output includes Customer Data.
- h. **Software.** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer. References to the Software includes any AI Features that Licensor makes available to Customer.

2. License and Services

- a. **Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website (*check each applicable Software option*):

- | | | | |
|--|---|--|---------------------------------------|
| ☒ SpEd Forms® | ☒ MA Forms® | ☒ 504 Forms® | ☐ Health Forms |
| ☐ MTSS Forms | ☐ MA Services (See Exhibit B for provided services). | | ☐ AI Features |
| ☒ Data Exchange Services (See Exhibit C for provided services) | | | |

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License. Any AI Features available as part of the Software may rely on third-party AI technologies.

- b. *Restrictions on Use.*** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious; (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's detriment or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement. Customer shall not use AI Features to create content that violates Applicable Law or third-party rights, or to attempt to extract underlying models, training data, or system weights.
- c. *Modifications.*** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that its obligations under this Agreement are not contingent upon the delivery of any future functionality or features. Customer acknowledges that AI Features may evolve and that Output for the same Input may vary.
- d. *Material Terms and Conditions.*** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.
- e. *AI Features; Inputs and Outputs; Use of Data.*** (i) **Ownership.** As between the parties, Customer retains all right, title, and interest in and to Customer Data and AI Input provided by or on behalf of Customer. Customer is responsible for securing all rights necessary to provide AI Input. Subject to third-party rights in any underlying models and to any Customer Data contained in the Output, Licensor assigns to Customer its right, title, and interest, if any, in the AI Output generated specifically from Customer's AI Input. (ii) **Data Use.** Licensor may process Customer Data, AI Input and Output to provide the Software and AI Features, to maintain and secure the services, and to comply with law. Licensor will not use Customer Data, AI Input or Output to train third-party AI models. (iii) **AI Disclaimers.** Customer acknowledges that AI Output is generated autonomously by AI systems, may be inaccurate, incomplete, or inappropriate, and is not guaranteed to be correct or fit for any purpose. Customer is solely responsible for reviewing, verifying, and validating any AI Output and for exercising independent professional judgment in any decisions or actions taken in reliance on AI Output. Licensor does not control or guarantee the content of any AI Output and is not responsible or liable for decisions made based on AI Output.

3. Delivery, Installation, Data Conversion, Testing and Acceptance

- a. *Delivery.*** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- b. *Testing.*** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its

License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

- a. ***In General.*** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of \$6,065.57 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on \$1.28 per paid claim. Any pass-through third-party licensing or royalty costs will be recharged to Customer at Licensor's actual cost without markup and Licensor may backdate such charges to October 1, 2025.
- b. ***Payment Terms.*** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement. MA Services and pass-through costs will be invoiced in arrears and payable net thirty (30) days.
- c. ***Taxes.*** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- d. ***Additional Services.*** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor. Customer shall also reimburse Licensor for reasonable, out-of-pocket expenses incurred in performing services under this Agreement at Licensor's actual cost without markup.

5. Customer Data

- a. ***Customer Data.*** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).
- b. ***Consent to Use Customer Data.*** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.
- c. ***Responsibility for Customer Data.*** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law. Customer represents and warrants that it has all rights necessary to provide AI Input and to use any AI Output in accordance with Applicable Law.
- d. ***Data Security.*** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.
- e. ***Compliance with Data Protection Laws.*** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act.

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information. Each party will treat AI Input and any Customer Data contained in AI Output as Confidential Information of Customer, subject to the use rights granted in this Agreement.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee. Licensor may provide guidance on AI Features, but Customer remains responsible for configuring and using AI Features in accordance with Applicable Law and for validating AI Output.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS." AI FEATURES AND ANY AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR DOES NOT WARRANT THAT ANY AI OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY AI OUTPUT AND FOR EXERCISING PROFESSIONAL JUDGMENT BEFORE RELYING ON OR USING AI OUTPUT.

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement. Without limiting the foregoing, Licensor will have no liability arising from or related to AI Output or Customer's reliance thereon.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that

the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. To the extent not prohibited by Applicable Law, Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable). Customer shall further indemnify and hold harmless Licensor from third-party claims arising from Customer's AI Input or use of AI Output, except to the extent caused by the Software as provided by Licensor infringing third-party rights.

14. Term and Termination

- a. **Effective Date.** This Agreement and the license granted hereunder shall take effect on the "Effective Date", September 08, 2026.
- b. **Annual Renewal.** This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.
- c. **Termination.** Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or
(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.
- d. **Procedure.** Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.
- e. **Additional costs and services.** Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act

by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC

5000 S MacArthur Lane, Ste 109

Sioux Falls, SD 57108

Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

- a. **HIPAA.** To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.
- b. **Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.
- c. **Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- d. **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- e. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- f. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.
- g. **Independent Contractor.** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- h. **Counterparts.** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- i. **Survival.** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the terms of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.
- j. **Read and Understood.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.
- k. **Authorization.** Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that

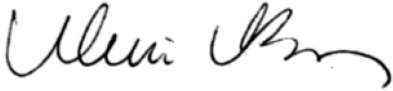
he/she is duly authorized to execute this Agreement on behalf of such Party.

- I. *AMA License Requirements.*** Customer acknowledges that certain functionality may require licensing of American Medical Association (AMA) materials. (i) Pass-Through Costs. Any third-party AMA licensing or royalty costs applicable to Customer's use will be recharged to Customer at Licensor's actual cost without markup, invoiced in arrears, and may be backdated to October 1, 2025. (ii) Consent to Share Information. Customer authorizes Licensor to provide Customer's name and usage statistics related to AMA-licensed functionality to AMA on a semi-annual basis for compliance and reporting. (iii) Records and Audit. Customer shall maintain accurate records sufficient to verify compliance with AMA licensing requirements for a period of three (3) years and make such records reasonably available for audit by AMA (or its designated auditor) upon reasonable notice. (iv) To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms® then the parties shall be subject to the AMA End User Agreement attached hereto as Exhibit D and such terms shall be incorporated into this Agreement.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR

SpEd Forms LLC



SIGNATURE

Kelli Byrnes

PRINTED NAME

President

TITLE

07/29/2026

DATE SIGNED

5000 S. MacArthur Lane #109
Sioux Falls, SD 57108

CUSTOMER

St. Croix Preparatory Academy



SIGNATURE

Jennifer Fuchs

PRINTED NAME

Executive Director

TITLE

08/11/26

DATE SIGNED

4260 Stagecoach Trail N.
Stillwater, MN 55082

EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the “Addendum”) is entered into by and between the Customer (the “Covered Entity”) as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the “Business Associate”).

1. Definitions.

- a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.
- c. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party in this Addendum, shall mean the Customer to the underlying Software License Agreement.
- d. **HIPAA.** “HIPAA” shall mean the security and privacy requirements reflected in 42 U.S.C. 1320d et.seq. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- e. **HITECH Act.** “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.

2. Obligations of Business Associate.

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA’s minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:

- a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;
- c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;
- e. Make available Protected Health Information in accordance with HIPAA;
- f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;

- g.** Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- h.** Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;
- i.** To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j.** Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach, as defined by 45 CFR § 164.410.
- k.** At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

- a.** Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
- b.** Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.
- c.** Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.
- d.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

- a. **Mitigation.** Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.
- b. **Further Assurances.** Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.
- c. **Survival.** Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.
- d. **Severability.** If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
- e. **Successors and Assigns.** This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.
- f. **Counterparts.** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

EXHIBIT B MA SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Services**.

ITEM DESCRIPTION	INCLUDED
ENROLLMENT AND REVALIDATION (completion and submission of the district application with the state through the state's medicaid provider portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of X12 EDI (Electronic Data Interchange) batch files and interface with the state for claim submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (including Loading, importing and processing of the X12 EDI files, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, which could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
ANNUAL REPORT (prepare draft and submit the annual time and encounter report)	
NOT INCLUDED	
MANUAL ENTRY (Will support the District with manual entry of service logs including PCA or Transportation trips)	
DISTRICT FIRST TIME MEDICAID REGISTRATION (Will guide a District through the process of registering for Medicaid Reimbursement for the first time)	
PROVIDER TRAINING (Will work with the District providers to assist with NPI and other DHS requirements)	
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)	
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)	
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)	
AUDIT SUPPORT (Will work with the District to gather the data necessary for an Audit and generally provide support and direction)	
POLICIES AND PROCEDURES (Will work with the District to review and keep up to date Medicaid Reimbursement Policies and Procedures.	

EXHIBIT C

DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange Services**.
By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	Yes
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

EXHIBIT D
AMA END USER AGREEMENT TERMS

This American Medical Association (“AMA”) End User Agreement is entered into by and between the Customer (“End User”) as defined in the underlying Software License Agreement, and SpEd Forms LLC (“Licensee”), a South Dakota limited liability company. Except as otherwise expressly provided in this Agreement, all terms, conditions, definitions, representations, and warranties contained in the overarching Software License Agreement are hereby incorporated into this Agreement.

1. Definitions.

- a. *Licensed Content:*** Licensed content is the AMA Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA. This includes CPT codes.
- b. *Licensed Product:*** The licensed product is MA Forms® as defined in the underlying Software Agreement.
- c. *End User:*** End user includes an individual who: (i) accesses, uses, or manipulates the Licensed Content contained in the Licensed Product; or (ii) accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of the Licensed Product that relies on or could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible.
- d. *Billing Provider:*** A healthcare provider who renders medical services for which a fee is charged.
- e. *AMA Royalty Fee:*** Royalties shall be paid annually based on the number of Users, calculated as the Full Time Equivalent (“FTE”) of Billing Providers.
- f. *Royalty Report Data Variables:*** Information the AMA may seek to review and audit includes Name of End User, City, State, Country of End User, Name of Parent Organization of End User and the basis of the AMA fee being FTE of Billing Providers for each year to 30 June.

2. Obligations of Business Associate.

- (a)** Licensed Content is copyrighted by the AMA and CPT is a registered trademark of the AMA.
- (b)** Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee’s Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee’s Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) (“End User Tail Period”). End User’s continued use of the Licensed Content during the End User Tail Period is subject to End User’s continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.
- (c)** The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.
- (d)** End User is prohibited from making Licensed Content publicly available; creating derivative works (including translating) of the Licensed Content; and transferring, selling, leasing, licensing, or otherwise making available the Licensed Content, or a copy or portion of Licensed Content, to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
- (e)** End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User’s sole risk and the Licensed Content is provided “as is” without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA’s Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

- (f)** End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement, currently three (3) years. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.
- (g)** End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.
- (h)** AMA shall be named as a third-party beneficiary of the End User Agreement.
- (j)** End User expressly consents to the release of its name to the AMA.