

FAPE COMPASS SOFTWARE AND SERVICES AGREEMENT

This FAPE Compass Software and Service Agreement ("**Agreement**"), is entered into as of the date of the last signature below (the "**Effective Date**"), between Unified Leadership, LLC, a New Mexico limited liability company with offices located at PO Box 759 Pie Town, New Mexico 87827 ("**Company**"), and Franklin Community Schools, an Indiana school district with offices located at 998 Grizzly Cub Drive, Franklin, Indiana 46131 ("**Customer**"). Company and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Company has developed FAPE Compass, a cloud-based special education closed AI Agent which serves as a reference tool that assists school personnel to implement special education laws, policies, and procedures, which is comprised of "**Software**" and "**Services**", as more fully described in **Exhibit A** attached hereto; and

WHEREAS, Customer desires to access the Software and Services to aid in reference as part of the process in implementing special education laws, policies, and procedures with the terms and conditions of this Agreement, including the fees set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Statistics shall not identify Customer or include any of Customer's Confidential Information.

(b) "**Artificial Intelligence Tools**" In the course of providing the Services, Company will use artificial intelligence ("AI") tools or technologies. These tools are embedded in the Services and are intended to improve the efficiency and quality of the Services. Company will not input any confidential information or personally identifiable Customer information into AI tools that do not meet Company's security and confidentiality standards. Company will not use prompts/outputs to train public models. Company maintains sub processor list and will impose confidentiality and security obligations on them.

(c) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(d) "**Confidential Information**" has the meaning set forth in Section 6.

(e) **"Customer Data"** means all information submitted by or for Customer or its Authorized Users to the Services, including staff contact information and district policies and procedures. For clarity, Student Education Records and other Student PII, as defined by FERPA, are considered Customer Data when processed under an applicable written data-sharing agreement, Exhibit B, attached hereto. Except as permitted by such agreement, Customer will not submit Student PII to the Services.

(f) **"Customer Reference Materials"** has the meaning set forth in Section 3(a).

(g) **"Documentation"** means Company's user manuals, handbooks, and guides relating to the Services provided by Company to Customer either electronically or in hard copy form.

(h) **"Feedback"** has the meaning set forth in Section 7(c).

(i) **"Fees"** has the meaning set forth in Section 5(a).

(j) **"Losses"** has the meaning set forth in Section 9(a).

(k) **"Company IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes Aggregated Statistics and any information, data, or other content derived from Company's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(l) **"Software"** means Company's hosted FAPE Compass application and any related code made available by Company to provide the Services.

(m) **"Services"** means the software-as-a-service offering described in Exhibit A.

(n) **"Service Suspension"** has the meaning set forth in Section 2(e).

(o) **"Third Party Claim"** has the meaning set forth in Section 9(a)(i).

(p) **"Third-Party Products"** means third-party platforms, models, datasets, software, or services (e.g., hosting providers, AI model providers, analytics tools) that interoperate with or are used to deliver the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this

Agreement, Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g) below) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g) below) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reasonable Use Clause. The services are provided on a subscription basis for reasonable internal use by Customer's Authorized Users. Customer agrees not to use the Services in a manner that materially exceeds typical usage patterns for similarly situated educational institutions, including, but not limited to, automated, programmatic, or bulk query submissions. If Customer's usage materially exceeds commercially reasonable levels, as determined by Company in good faith based on system metrics and average customer usage, Company reserves the right to (i) notify Customer, (ii) implement reasonable usage limitations, or (iii) require the Parties to negotiate in good faith an adjustment to Fees to account for such excess usage. Company will not impose additional charges without prior written notice.

(e) Reservation of Rights. Company reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other Customer or vendor of Company; (C) Customer, or any Authorized User, is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(g) Compliance with Student Data Agreements. If the Parties execute the Data Privacy Agreement (Exhibit B) or other similar student data agreement ("Student DPA"), Company will comply with it for Student PII processed under this Agreement. The Student DPA will govern solely with respect to Student PII and will control over this Agreement only in the event of a direct conflict on that subject.

(h) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(i) Change Management. Company may modify the Services from time to time. Company will not materially reduce core functionality during a Subscription Term without reasonable notice.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall deliver to Company the names and email addresses of all Authorized Users and shall keep Company updated on any changes to Authorized Users. Customer shall deliver to Company in digital text format all Customer reference materials, including, without limitation, all applicable policies, procedures, and websites ("Customer Reference Materials") for initial Customer set-up. Customer shall notify Company of any updates to the Customer Reference Materials and provide such updated materials to Company on an ongoing basis during the Term. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Intellectual Property Acknowledgement. Customer acknowledges that the Software and related Company IP are owned by the Company and protected under applicable intellectual property laws. During the Term, Customer shall not challenge, or assist others in challenging, Company's ownership of the Software or Company's trademarks, nor seek to register or claim any rights that are confusingly similar to Company's trademarks.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on **Exhibit A**.

5. Fees and Payment.

(a) Fees. Customer shall pay Company the fees ("Fees") as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Company's other

rights and remedies: (i) Company may charge interest on the past due amount at the rate of 18% per annum (1.5% per month) or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Company may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Company may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Company with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds Five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the

foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(a) Company maintains administrative, physical, and technical safeguards appropriate to the nature of the Services, including encryption in transit and at rest, logical access controls, and logging. Company will **notify Customer without undue delay** after confirming an unauthorized access to Customer Data within Company's control and will provide available information and reasonable cooperation. **Company's sole obligations** for any incident are those in this Section and the limitations in §10 apply.

(b) Publicity. Unless District provides written notice to the contrary, Unified Leadership may identify District as a client of Unified Leadership in its marketing materials, including its website, and may use District's name and publicly available logo for this limited purpose.

7. Intellectual Property Ownership; Feedback.

(a) Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP and, with respect to Third-Party Products, the applicable third-party companies own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to

the Customer Data as may be necessary for Company to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, including pursuant to Company's ticketing system ("**Feedback**"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

8. Warranty Disclaimer.

THE COMPANY IP IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Limitations of Liability. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR

SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10. Term and Termination.

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for one (1) year from such date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). The Company reserves the right to modify the Fees applicable to any Renewal Term upon providing not less than sixty (60) days prior written notice to the Customer.

(b) **Early Adopter One-Time Offer.** Notwithstanding the standard Effective Date and payment terms set forth in this Agreement, Client is electing to participate in the FAPE Compass Early Adopter Promotion ("Promotion"). This is a one-time, limited offer available only to approved early adopter districts.

(i) **Immediate Access; Modified Effective Date**

Upon execution of this Agreement, Client shall receive immediate access to the FAPE Compass platform and related services.

(ii) For purposes of contract term calculation, the official twelve (12) month subscription period ("Subscription Term") shall begin on August 1, 2026, and shall continue for twelve (12) consecutive months thereafter, ending on July 31, 2027, unless otherwise terminated in accordance with this Agreement.

(iii) Client acknowledges that access provided between the date of execution and July 31, 2026, is included as part of this Promotion and does not shorten or otherwise reduce the twelve (12) month Subscription Term beginning August 1, 2026.

(iv) **Payment Terms Under Promotion**

Under this Promotion, payment shall be structured as follows:

(A) A non-refundable initial payment of One Thousand Dollars (\$1,000.00), due upon execution of this Agreement.

(B) The remaining balance of the annual subscription fee shall be due and payable in full on August 1, 2026.

(v) **No Proration; Full Annual Commitment.** The Client agrees that participation in this Promotion constitutes a full twelve (12) month subscription commitment beginning August 1, 2026. The initial payment secures promotional pricing and early access but does not constitute a partial-term contract.

(vi) **Non-Transferability.** This Promotion is non-transferable and may not be combined with any other discount, promotional pricing, or special offer unless expressly agreed to in writing by Unified Leadership.

(vii) **Failure to remit the remaining balance by August 1, 2026** may result in suspension of access to FAPE Compass services until payment is received.

(c) **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) Company may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Company IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Company IP and certify in writing to the Company that the Company IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may

have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 11(d) and Sections 1, 5, 6, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Company be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Company's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed

by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the commercial courts of the State of Indiana in each case located in and/or serving Hamilton County, Indiana, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successor and assigns.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary

damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

UNIFIED LEADERSHIP, LLC

FRANKLIN COMMUNITY SCHOOLS

By: 

Dr. Angela Balsley, CEO

Title: Board of School Trustees

Date: _____

Date: May 11, 2026

EXHIBIT A

Description of Software and Services, Fees

A. Description of Services:

The development of a customized, Customer-specific closed AI agent (**the Software**), a cloud-based special education closed AI Agent that serves as a reference tool to assist school personnel in implementing special education laws, policies, and procedures. It is not legal advice.

B. Access

Access and use of the FAPE Compass is web-based and accessible at a District-specific URL that will be provided to the Customer with onboarding.

C. Onboarding Services and Client Obligations

The Company shall provide onboarding services to Customer's staff as follows:

- a. The Customer shall provide the Company with:
 1. A PDF of local district procedures related to special education. The information will only be used for the Customer software customizations and will not be shared with other Customers.
 2. The Customer shall provide the staff name and staff email for all of Customer's intended users delivered to the Company via Excel or Google Sheets.
- b. Within two (2) weeks after receiving the procedures and staff emails, the Company shall send notice to the Director of Special Education (or comparable position) to set up a thirty (30) minute onboarding session, which shall take place via Zoom or other means of remote electronic meeting. Customer agrees that it shall make the Director of Special Education available for such meeting, as Customer acknowledges that until such time as such meeting takes place, Customer shall not have full access to the FAPE Compass. Upon completing the onboarding training by the Director of Special Education, Company shall fully enable the login credentials for all Customer staff.
- c. If requested, the Company shall conduct one (1) additional (30) minute onboarding session per year with the district FAPE Compass users. Further onboarding shall be the responsibility of the Customer.
- d. New user emails can be requested by the District Administrator by submitting a ticket through the Feedback Form in the software or by sending an email to support@unifiedleadership.org.

D. Software Updates

Company shall maintain the FAPE Compass software with regular updates as required to maintain the functionality of the software.

E. Customer Customized Software Updates

Company will refresh Customer's Customized data in the FAPE Compass software at the request of the Customer not more frequently than every thirty (30) days during the Term. Customer shall be responsible for sending updated PDF's to Company in a timely manner. Company shall refresh the Customer Customized Software within five (5) business days after receipt of updated PDF's.

F. Customer Support Hours

Users can submit feedback and requests for assistance through the Feedback Form within the software. Company will provide Customer with technical support via electronic mail on weekdays during the hours of 9am through 4pm Eastern Standard Time, with the exclusion of Federal Holidays. Customer shall designate not more than two (2) Customer staff members who shall contact Company for technical support on behalf of all other Customer staff. Customer shall submit support requests to support@unifiedleadership.org. All support requests must contain a minimum of the full name, telephone number, an email for the contact, as well as a detailed description of the issue. Company will use commercially reasonable efforts to respond to support requests within forty-eight (48) hours of receiving the complete information.

G. Update and Scheduled Maintenance

The Company shall use commercially reasonable efforts to ensure that the Software will be available 95% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. Scheduled maintenance shall not occur between the hours of 5:00am-7:00pm Eastern Standard Time. If Customer requests maintenance during these hours, any uptime or downtime calculations will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.

H. Support and Consulting Services

Leadership Support and Consulting Services are available on a time and materials basis as requested by the Customer. Any such Leadership Support and Consulting Services will be detailed in a contract addendum.

I. Fees and Payment

District shall pay Unified Leadership a total fee of Five Thousand and Two Hundred and Fifty Dollars (\$5,250), as described in this Agreement.

Under the Early Adopter Promotion, payment shall be made as follows:

- (i) An initial, non-refundable payment of \$1,000 due upon execution of this Agreement; and
- (ii) The remaining balance of \$4,250 due and payable in full on August 1, 2026. Failure to remit payment when due may result in suspension of services until payment is received.

All fees are non-refundable except as expressly provided in this Agreement. Fees do not include applicable taxes, which shall be the responsibility of District.

EXHIBIT B

Data Privacy Agreement

This **Data Privacy Agreement** (“DPA”) is entered into between **Unified Leadership, LLC** (“Company”) and **District** (“Customer”), and is incorporated into the FAPE Compass Software and Services Agreement (“Agreement”). This DPA governs the handling of **Student PII** (as defined below) and controls over the Agreement solely with respect to Student PII in the event of conflict.

1. Definitions

“**Student PII**” means personally identifiable information from student education records, as defined by **FERPA, COPPA**, and applicable state student privacy laws.

“**School Official**”: Company and its authorized personnel are designated as “school officials” with legitimate educational interests under FERPA, acting under the direct control of Customer.

“**De-Identified Data**” means data that cannot reasonably identify a student, consistent with FERPA de-identification standards.

2. Scope of Use

Company shall use Student PII **solely to provide the Services** under the Agreement and for no other purpose. Company shall not sell or disclose Student PII, nor use it for targeted advertising or commercial purposes. Company may create **de-identified or aggregated data** for analytics and service improvement. No attempt will be made by Company to re-identify already anonymized data.

3. Data Ownership & Rights

Student PII remains the property of and under the control of Customer. Company shall not claim ownership of Student PII.

4. Security

Company maintains reasonable administrative, technical, and physical safeguards, including encryption of Student PII in transit and at rest, role-based access controls, secure hosting infrastructure that aligns with industry-recognized cybersecurity frameworks (e.g., NIST CSF).

Company will ensure subcontractors with access to Student PII are bound by obligations no less protective than this DPA.

5. Breach Notification

Company shall notify Customer **without undue delay and within 72 hours** of confirming unauthorized access, disclosure, or breach of Student PII. Company shall provide details on the nature of the incident, affected data, mitigation, and corrective measures. Company maintains a written **Data Breach Response Plan**, available to Customer upon request.

6. Data Retention & Deletion

30-Day Retention Limit. Company does not retain Student PII beyond **thirty (30) days** from the date of entry (including AI chat interactions). Student PII is purged from Company systems on a rolling 30-day basis.

Company may retain **only de-identified or aggregated data** that cannot reasonably identify a student. Customer is responsible for maintaining any permanent student records required by law before Company's 30-day deletion period expires.

7. Parental & Student Rights

Company shall reasonably assist Customer in responding to parent/student FERPA or state privacy rights requests. Company shall not respond directly without Customer's written direction.

8. Audit Rights

Upon reasonable notice, Customer may request information regarding Company's privacy and security practices. Company will provide responses to reasonable questionnaires or certifications.

9. Survival

The obligations in this DPA survive termination of the Agreement with respect to Student PII retained under applicable law.

10. Miscellaneous

This DPA is governed by the same law and venue as the Agreement. In the event of conflict between this DPA and the Agreement, this DPA controls **solely for Student PII**.