



**AMENDMENT TO MASTER SERVICES AGREEMENT DATED JANUARY 11, 2020 (“MSA”)  
BETWEEN NEW CLASSROOMS INNOVATION PARTNERS, INC. (“NEW CLASSROOMS”) AND  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (“DISTRICT / SCHOOL”).**

1. Appendix III Section A, “Term of Agreement” of the MSA is hereby amended by replacing the date June 30, 2020 with the following: June 30, 2021.
2. Section 5 (c), “Grant of Rights” of the MSA is hereby amended by replacing the entire section with the following:

During the Term and subject to the terms of this Agreement, New Classrooms grants to District / School and its Authorized Users a limited, non-exclusive, non-transferable right to access and use the Services, Additional Services, and the New Classrooms Technology (collectively referred to herein as the “Licensed Products”), in each case, solely in connection with the Program, for non-commercial purposes, and in the state in which the District / School is organized, authorized, and resides (the “License”).

3. Section 5, “Rights with Respect to Other Intellectual Property” of the MSA is hereby amended by adding the following to the conclusion of the section:

e) License Restrictions. The District / School is strictly prohibited from using any Licensed Products separately from the New Classrooms Technology or the Services or Additional Services offered by New Classrooms or from using or promoting any Services, Additional Services, or New Classroom Technology in high-stake assessments. All rights, licenses and privileges not expressly granted to the District / School under the License will remain exclusive to New Classroom and its licensors (the “License Owner”). Without limiting the foregoing, District / School acknowledges that License Owner retains all rights under copyright and all other intellectual property rights in and to the Licensed Products and all modifications and derivative works created there from. District / School’s rights to access and use the Licensed Products and all modifications and derivative works thereof shall terminate upon termination of the Agreement. District / School acknowledges that use of the Licensed Products and all modifications and derivative works thereof after

termination of this License is strictly prohibited and would constitute infringement of the License Owner's proprietary rights.

4. Appendix III Section B (d), "License Fees" of the MSA is hereby amended by replacing the entire section with the following:

**Fees.** Applicable Fees in the Fee Schedule (see Appendix III.B.g) represent the amount of funding that will come from the District / School for application towards the Standard Fees.

Applicable Fees have been estimated based on District / School's good faith estimate of the number of Participating Students to be enrolled during the school year ("Estimated Student Enrollment") for each Participating School.

For Bonham Middle School, a final invoice for License Fees will be issued at the end of the school year at a cost of \$225 ("Additional Costs") for each Participating Student above the good faith estimate for each Participating School provided that the total fees paid shall not greater than the Maximum License Fees. For Bowie Middle School and for Wilson & Young Middle School, a final invoice for License Fees will be issued at the end of the school year at a cost of \$135 ("Additional Costs") for each Participating Student above the good faith estimate for each Participating School provided that the total fees paid shall not greater than the Maximum License Fees. For each Participating School, Maximum License Fees shall be \$130,000.

5. Appendix III Section B (g), "Fee Schedule" of the MSA is hereby amended by adding the following to the conclusion of the section:

**2020–2021 School Year**

School	Bonham Middle School	Bowie Middle School	Wilson & Young Middle School	Totals
<b>Estimated Student Enrollment</b>	840	875	930	2645
<b>Standard Fees</b>				
<b>Standard License Fee</b>	\$189,000	\$196,875	\$209,250	\$595,125
<b>Standard Support Fee</b>	\$75,000	\$75,000	\$75,000	\$225,000
<b>Standard MAP Fee</b>	\$0	\$0	\$0	\$0
<b>Total Standard Fees</b>	<b>\$264,000</b>	<b>\$271,875</b>	<b>\$284,250</b>	<b>\$820,125</b>
<b>Applicable Fees</b>				
<b>Applicable License Fees</b>	\$130,000	\$118,125	\$125,550	\$373,675
<b>Applicable Support Fees</b>	\$0	\$0	\$0	\$0
<b>Applicable MAP Fee</b>	\$0	\$0	\$0	\$0
<b>Total Applicable Fees</b>	<b>\$130,000</b>	<b>\$118,125</b>	<b>\$125,550</b>	<b>\$373,675</b>
<b>Funding</b>				
<b>District</b>	<b>\$130,000</b>	<b>\$118,125</b>	<b>\$125,550</b>	<b>\$373,675</b>
<b>Philanthropic Subsidy</b>	\$134,000	\$153,750	\$158,700	<b>\$446,450</b>
<b>Total Funding</b>	<b>\$264,000</b>	<b>\$271,875</b>	<b>\$284,250</b>	<b>\$820,125</b>

Fees	Fee Period	Invoice Date	Invoice Amount
<b>License Fee</b>	2020–2021 School Year	Upon District / School executing the Agreement	\$373,675

6. The MSA is hereby amended by adding the following to the conclusion of the MSA:

District / School agrees to comply with *Teach to One: Math* program Operating Requirements to effectively support and implement the Services. The Operating Requirements will be determined jointly by District / School and New Classrooms prior to the start of each school year and jointly amended when necessary for each Participating School. The Operating Requirements will be communicated by email to the New Classrooms Program Manager and School Contact(s) specified in Appendix II. Operating Requirements may include specifications for scheduling, staffing, materials and supplies, school space and furniture, as well as technology.

- 7. All other provisions of the MSA shall remain in full force and effect following the execution of this Amendment.**

EXECUTED BY THE PARTIES AS OF THIS \_\_\_\_\_.

By:

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Dr. Lilia Nanez  
Associate Superintendent of Curriculum  
and Instruction  
Ector County Independent School District

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Joel Rose  
Co-Founder & CEO  
New Classrooms Innovation Partners, Inc.