

# FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to Services Agreement ("**Amendment**") is entered into as of the date of the last signature below (the "**Amendment Effective Date**"), by and between **Deeloh Technologies, Inc.**, a Minnesota corporation with an address at 1317 Marshall Street NE 55413, Minneapolis, MN ("Deeloh"), and **Frisco Independent School District**, a Public Corporation with an address at 5515 Ohio Drive, Frisco, Texas 75035 ("Subscriber").

Deeloh and Subscriber are parties to that certain Services Agreement dated May 13, 2025 (the "**Agreement**"), together with Attachment A (Order Form) dated May 13, 2025. The Agreement is governed by the terms of RFP# 2022-18 Instructional Materials and Services Software, EdTech Contract # ET221805. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

The parties agree to amend the Agreement as follows:

## 1. RENEWAL TERM

Section 3.1 of the Agreement is hereby amended to extend the subscription term for one (1) additional year. The renewed subscription period shall commence on **July 1, 2026** and expire on **June 30, 2027** (the "Renewal Term"), unless earlier terminated in accordance with the Agreement.

## 2. ORDER FORM — RENEWAL TERM

Attachment A (Order Form) to the Agreement is hereby replaced in its entirety for the Renewal Term with the following:

Item & Description	Quantity	Unit Price	Total
Extempore Implementation	1	\$2,000.00	\$2,000.00
LMS Integration Integrate Extempore with your learning management system to utilize class and student rostering, grade syncing, and assignment syncing for a seamless experience.	13,000	\$0.60	\$7,800.00
Extempore License Student licenses for Extempore. Unlimited teachers. Includes access to advanced reporting functionality. Licenses are valid from July 1, 2026 to June 30, 2027.	13,000	\$9.00	\$117,000.00
		One-time subtotal	\$126,800.00
		Partnership Pricing Discount	(\$24,800.00)
		<b>TOTAL</b>	<b>\$102,000.00</b>

Payment Terms: Fees of \$102,000.00 to be paid annually, on the effective date of the Renewal Term (July 1, 2026).

**3. REMAINING TERMS**

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

**4. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

---

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

<b>SUBSCRIBER:</b> Frisco Independent School District	<b>DEELOH TECHNOLOGIES, Inc:</b>
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Print Title	_____ Print Title
_____ Date	_____ Date

## Services Agreement

This **Services Agreement** (“Agreement”) is effective as of 5/13/2025, 2025 by and between Deeloh Technologies, Inc, a Minnesota corporation, collectively with its agents, consultants, employees, officers and directors (“Deeloh”) and Frisco Independent School District, a Public Corporation with an address at 5515 Ohio Drive Frisco, Texas 75035 (“Subscriber”).

### 1. Definitions.

1.1. “Account” means the username and/or password used by Subscriber or an End User to access the Services.

1.2. “Application” means the Extempore mobile application.

1.3. “Deeloh Content” means a creative or commercial expression of Deeloh and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, advertising or promotion materials, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, themes, and interactive features, any of which is produced by or for Deeloh, including but not limited to blog and social media postings, and which may be generated, provided, or otherwise made accessible on or through the Services.

1.4. “End Users” means students, employees, contractors or other users who are authorized by Subscriber to access and use the Services under the rights granted to Subscriber hereunder.

1.5. “Services” means the Extempore software, and any related documentation, offered via the Application and Site.

1.6. “Site” means the Extempore websites located at [extemporeapp.com](http://extemporeapp.com), [student.extemporeapp.com](http://student.extemporeapp.com) and [cms.extemporeapp.com](http://cms.extemporeapp.com).

1.7. “Subscriber Content” means information, data, and other content that is uploaded, transmitted, or otherwise submitted, directly or indirectly, from Subscriber or an End User by or through the Services, including any personal information contained in Subscriber Content.

### 2. Services.

2.1. Access and Use. Subject to and conditioned on Subscriber’s and its End Users’ compliance with the terms and conditions of this Agreement, Deeloh grants Subscriber a License to use the Services during the Term in accordance with the terms of this Agreement. Deeloh offers the Services under different types of license models. Subscriber will have one of the following licenses, which Subscriber will choose when selecting a subscription type online, and the license applicable to Subscriber shall be herein referred to as the “License”:

2.1.1. Institution Paid: If Subscriber is an educational institution paying for the Services, Deeloh grants Subscriber a for-fee, nonexclusive, non-transferable, non-sublicensable, limited license to use the Services with the limited right to sublicense as described below (including all versions and updates) on any device (iOS, Android, other computer or device using a supported internet browser) that Subscriber owns or controls and as permitted by the Usage Rules set forth

in the App Store Terms of Service or the Google Play Terms of Service. In this case, the institutional Subscriber organization agrees, represents and warrants that it shall, itself, be responsible for and shall obtain any and all legally required parental consents, signatures and approvals, including but not limited to any consents or approvals required under the Children's Online Privacy Protection Act and related regulations and guidance; Subscriber shall defend, indemnify and hold harmless Deeloh for any failure to obtain required consents.

2.1.2. Student Paid (where payment is by a school / Institution): If Subscriber is an educational institution entering into a free account that Subscriber will use in connection with one or more licenses that will be paid for by student End Users, Deeloh grants Subscriber a free, nonexclusive, non-transferable, non-sublicensable, limited license to use the Services (including all versions and updates) on any device (iOS, Android, other computer or device using a supported internet browser) that Subscriber owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service or the Google Play Terms of Service. In this case, the institutional Subscriber organization agrees, represents and warrants that it shall, itself, be responsible for and shall obtain any and all legally required parental consents, signatures and approvals, including but not limited to any consents or approvals required under the Children's Online Privacy Protection Act and related regulations and guidance; Subscriber shall defend, indemnify and hold harmless Deeloh for any failure to obtain required consents.

2.1.3. Student Paid (where payment is directly by the Student): If Subscriber is a student entering into an account where the Fees will be paid by the student-Subscriber, Deeloh grants Subscriber a for-fee, nonexclusive, non-transferable, non-sublicensable, limited license to use the Services (including all versions and updates) on any device (iOS, Android, other computer or device using a supported internet browser) that Subscriber owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service or the Google Play Terms of Service.

2.2. End Users. A License may include a certain number of End Users and/or consumable End User licenses ("Consumable Licenses"). The total number of End Users and/or Consumable Licenses during the Term will not exceed the number chosen by Subscriber when Subscriber purchases the License, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder. If Subscriber purchases a certain number of Consumable Licenses for use during a particular school year, up to ten percent (10%) of the Consumable Licenses, to the extent such Consumable Licenses are unused, may be rolled over and applied to the next school year, as a credit, upon renewal of this Agreement. A license is used every time a student enrolls in a class. Multiple class enrollments by the same student will consume multiple licenses.

### 3. Term and Termination.

3.1. Term and Renewals. This Agreement is effective as of the Effective Date and shall continue for a period of one year ("Term"). This Agreement will automatically renew for additional successive periods of the same length as the initial Term, unless terminated earlier in accordance with this Agreement.

3.2. Termination. Either party may terminate this Agreement for convenience immediately upon written notice to the other party. Deeloh may also terminate this Agreement, or terminate or

suspend Subscriber's access to or ability to use any and all Services, immediately, without prior notice or liability, if: (a) Deeloh receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Deeloh to do so; (b) Subscriber violates this Agreement; (c) Subscriber violates any applicable law or regulation relating to Subscriber's use of the Services; (d) Subscriber engages in any conduct which Deeloh, in its sole discretion, believes creates a security risk or is otherwise harmful to Deeloh or others; or (e) Subscriber breaches any other agreement with Deeloh. In particular, Deeloh may immediately terminate or suspend Accounts that have been flagged for repeat copyright infringement. Nothing in this section shall limit Deeloh's other rights or remedies, whether at law, in equity, or under this Agreement.

3.3. Effect of Termination. Upon termination of Subscriber's access to or ability to use the Services, including but not limited to suspension of Subscriber's Account, Subscriber's right to use or access the Services and any Deeloh or Subscriber Content will immediately cease. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of Subscriber's access to and use of the Services shall not relieve Subscriber of any obligations arising or accruing prior to such termination or limit any liability that Subscriber otherwise may have to Deeloh or any third party. If Deeloh terminates the Agreement for its own convenience and without cause, then Deeloh shall return to Subscriber a pro-rata portion of pre-paid, unused, fees as paid by Subscriber. If termination is for any other reason including but not limited to Subscriber's breach of the Agreement, then Subscriber is not entitled to any refund or return of any fees.

3.4. Deletion of Subscriber Content. Unless otherwise provided herein or in Deeloh's Privacy Policy, on termination of Subscriber's Account or upon Subscriber's deletion of particular pieces of Subscriber Content from the Services, Deeloh shall make reasonable efforts to make such Subscriber Content inaccessible and cease use of it; however, Subscriber acknowledges and agrees that: (a) caching of, copies of, or references to the Subscriber Content may not be immediately removed; (b) such removed Subscriber Content may persist in backups (not available to others) for a reasonable period of time; and (c) such removed Subscriber Content may be available (and stored on our servers) through the activity of other Subscribers. Deeloh may retain and use Subscriber Content that has been de-identified in accordance with applicable law.

#### 4. Payment Terms.

4.1. Fees. Subscriber will pay Deeloh the amounts shown to Subscriber when Subscriber selects a License ("Fees"). For example, the typical cost of a for-fee License is \$12.99 per student or End User, per class.

4.2. Billing Account. Subscriber agrees to pay all Fees according to the information submitted to Subscriber's billing account ("Billing Account"), or according to the payment card information provided by Subscriber at the time the License is purchased ("Credit Card"). Subscriber authorizes Deeloh to charge its chosen payment provider ("Payment Method"). Subscriber will provide current, complete and accurate information for its Billing Account or Credit Card. Deeloh may correct any billing errors or mistakes that it makes even if it has already requested or received payment. The terms specific to Subscriber's payment will be based on

Subscriber's Payment Method and may be determined by agreements between Subscriber and the financial institution, credit card issuer or other provider of Subscriber's chosen Payment Method. Subscriber will promptly update all information to keep its Billing Account or Credit Card current, complete and accurate. In addition, Subscriber authorizes Deeloh to obtain updated or replacement expiration dates and card numbers for Subscriber's Payment Method as provided by Subscriber's Payment Method issuer.

## 5. Appropriate Use.

Subscriber may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Deeloh and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Deeloh (and only pursuant to those terms and conditions), unless Subscriber have been specifically allowed to do so in a separate agreement with Deeloh, or unless permitted by Deeloh's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Deeloh Content or other user content from the Services, without Deeloh's express prior written consent; (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; (f) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services; (g) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Services; (h) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (i) 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; (j) remove any proprietary notices from the Services; or (k) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person, or that violates any applicable law.

## 6. Intellectual Property Ownership.

6.1. Subscriber Content. Subscriber retains ownership of all intellectual property rights in Subscriber Content. Subscriber grants Deeloh a perpetual, non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display, perform, distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), and create derivative works of such Subscriber Content. The rights Subscriber grants in this license are for the limited purpose of operating the Services in accordance with their functionality and improving or enhancing the Services provided.

6.2. Deeloh Intellectual Property. Subscriber acknowledges that, as between Subscriber and Deeloh, Deeloh owns all right, title, and interest, including all intellectual property rights, in and to the Services and Deeloh Content, and, with respect to third-party products, content or

materials incorporated therein (“Third Party Components”), the applicable third-party company owns all right, title, and interest, including all intellectual property rights, in and to such Third Party Components. Nothing in this Agreement grants to Subscriber any right, title or interest in or to any intellectual property rights in or relating to the Services or Deeloh Content. Deeloh grants Subscriber a worldwide, non-exclusive, non-sublicensable, and non-transferable license to download, store, view, display, perform, redistribute, and create derivative works of Deeloh Content solely in connection with Subscriber’s use of the Services, and in accordance with the functionality and restrictions of the Services and the terms of this Agreement.

6.3. Trademarks. Any use of Deeloh’s trademarks, branding, logos and other such assets in connection with the Services, such as the word mark EXTEMPORE, the trademark “The Speaking Practice App” or the Extempore logo, shall be in connection with Subscriber’s internal use and not for external promotion or public relations unless approved by Deeloh.

## 7. Maintenance and Support.

Deeloh is solely responsible for providing any maintenance and support services with respect to the Services, or as required under applicable law. Subscriber acknowledges that Apple, Google, or other distribution providers have no obligation whatsoever to furnish any maintenance and support services with respect to the Services. Any questions, complaints or claims with respect to the Services should be directed to Extempore Customer Service at the following email address: support@extemporeapp.com. Deeloh is not responsible or liable for any delay or failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under this Agreement.

## 8. Service Changes and Limitations.

The Services change frequently, and their form and functionality may change without prior notice to Subscriber. Deeloh retains the right to create limits on, and related to, use of the Services in its sole discretion at any time with or without notice. Deeloh may also impose limits on certain Services or aspects of those Services or restrict Subscriber’s access to parts or all of the Services without notice or liability. Deeloh may change, suspend, or discontinue any or all of the Services, or any Account, at any time, including the availability of any product, feature, database, or Deeloh Content. In the event Deeloh makes a material change to the Services that substantially reduces Subscriber’s enjoyment of the Services, then within thirty (30) days of Deeloh’s making such change, Subscriber may, as its sole and exclusive remedy and as Deeloh’s sole and exclusive liability, request termination of the Agreement and Deeloh shall provide Subscriber with a pro-rata refund of unused, pre-paid fees.

## 9. End User Data Storage.

Deeloh has developed the Services to permit creation and delivery of video or audio-based teaching content as well as to allow End Users to view such content and enhance their knowledge through practice questions and assessments. If Subscriber is an institution, Subscriber will ensure that all End Users enter into an agreement and consent for storage of data with substantially the same terms as applicable in this Agreement.

## 10. Account Creation and Security.

10.1. Information. Subscriber shall provide Deeloh with accurate, complete, and updated registration information, particularly Subscriber's e-mail address, and failure to do so may result in suspension of Subscriber's Account. Subscriber agrees that Subscriber shall not select or use the name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of Subscriber's Account. Deeloh reserves the right to refuse registration of, cancel, or modify an Account in its sole discretion.

10.2. Extempore ID and Password. As part of the Account creation process for the Services, Subscriber may select or be assigned a particular password and Extempore ID in accordance with Deeloh's password and Extempore ID guidelines. Subscriber agrees that Subscriber is the only user entitled to access the Services using Subscriber's password or Extempore ID, and Subscriber agrees not to permit others to access the services using Subscriber's password or Extempore ID. Subscriber agrees that all actions taken by it, or any other user that accesses the Services using Subscriber's Extempore ID, at or through the Services, will be attributed to and legally bind Subscriber, even with respect to acts for which the user had no actual authority or made an error. Subscriber assumes all resulting liability from use of the Services and any use by Subscriber or others using Subscriber's password or Extempore ID. If Subscriber loses Subscriber's password, Subscriber should use the password recovery feature in the Services. If Subscriber suspects any other security risk with regards to its password or Extempore ID, or use of the Services, it shall alert Deeloh immediately.

## 11. Data Privacy; Third Party Data Sharing.

11.1 Any information Subscriber provides to Deeloh, including Subscriber Content, is subject to Deeloh's Privacy Policy located at <https://extemporeapp.com/privacy-policy>, which governs Deeloh's collection and use of personal information and is incorporated into this Agreement. Subscriber understands that by entering into this Agreement to receive the Services, Subscriber consents to the collection and use (as set forth in the Privacy Policy) of Subscriber Content.

11.2 As set forth in the Privacy Policy, Deeloh may share anonymized, aggregated statistics obtained from Subscriber's use of the Services with third parties for business development, marketing, or sales purposes. Such third parties may publish studies or analyses based on the anonymized, aggregated statistics for their business purposes.

11.3 As set forth in the Privacy Policy, Deeloh may, pursuant to a written agreement, share Subscriber Content with third parties who assist Deeloh in development of products and services. This includes third party providers of AI and machine learning services such as ChatGPT that may be used to enhance the Services or develop new Deeloh products and services.

## 12. Warranty Disclaimer.

12.1. Product Warranties. Subject to Deeloh's rights provided elsewhere in this Agreement,

including the warranty disclaimer provision below, Subscriber acknowledges that, as between Deeloh and Apple, Google, or other distribution providers, Deeloh is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Application to conform to any applicable warranty, Subscriber may notify Apple, Google, or other distribution providers and that distribution provider may refund the purchase price for the Application to Subscriber; and that, to the maximum extent permitted by applicable law, Apple, Google, or other distribution providers will have no other warranty obligations whatsoever with respect to the Application, and, to the extent not effectively disclaimed, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Deeloh's sole responsibility.

12.2. **DISCLAIMER. SUBSCRIBER'S ACCESS TO AND USE OF THE SERVICES OR ANY DEELOH CONTENT OR SUBSCRIBER CONTENT IS AT SUBSCRIBER'S OWN RISK. DEELOH CANNOT AND DOES NOT GUARANTY THE SECURITY OF ANY INFORMATION OR DATA TRANSMITTED BY SUBSCRIBER OVER THE INTERNET. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, DEELOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DEELOH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE SERVICES WILL (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS, (C) BE FREE FROM ERRORS OR THAT DEFECTS WILL BE CORRECTED, OR (D) BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DEELOH ALSO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO DEELOH CONTENT OR SUBSCRIBER CONTENT; SUBSCRIBER CONTENT, IN PARTICULAR, IS PROVIDED BY AND IS SOLELY THE RESPONSIBILITY OF, THE SUBSCRIBER PROVIDING THAT CONTENT.**

12.3. **Third-Party-Generated Content.** Any opinions, advice, statements, services, offers, or other information that constitutes part of the Deeloh Content or Subscriber Content expressed or made available by third parties, including but not limited to other Extempore users, paid or not, are those of the respective authors or distributors of such content and not of Deeloh nor its affiliates, nor any of its officers, directors, employees, or agents. Subscriber acknowledges that Deeloh does not pre-screen all content, but that Deeloh and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Services. Without limiting the foregoing, Deeloh and its designees shall have the right to remove any content that violates this Agreement or is otherwise objectionable. Subscriber specifically agrees that Deeloh is not responsible for any content sent using and/or included in the Site by any third party.

12.4. **Infringement.** In the event of any third party claim that the Application or Subscriber's possession and use of the Application infringes any third party intellectual property rights, Subscriber acknowledge that as between Deeloh and Apple, Google, or other distribution

provider, Deeloh, not the distribution provider, will have responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. The foregoing is without waiver of any claim or defense that Deeloh may have with regard to such intellectual property infringement claim.

### 13. Release and Limitation on Liability.

13.1. RELEASE FROM LIABILITY. SUBSCRIBER RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, DEELOH, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, RE-SELLERS, AND/OR DISTRIBUTORS FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS, AND/OR DAMAGES (ACTUAL, INCIDENTAL, AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING: (A) DISPUTES BETWEEN SUBSCRIBERS, INCLUDING THOSE BETWEEN SUBSCRIBER AND OTHER USERS; (B) THIRD PARTY SITES AND SERVICES, INCLUDING CONTENT FOUND ON SUCH SITES AND SERVICES; (C) DISPUTES CONCERNING ANY USE OF OR ACTION TAKEN USING SUBSCRIBER'S ACCOUNT BY SUBSCRIBER OR A THIRD PARTY; (D) CLAIMS RELATING TO THE UNAUTHORIZED ACCESS TO ANY DATA COMMUNICATIONS OR CONTENT STORED UNDER OR RELATING TO SUBSCRIBER'S ACCOUNT, INCLUDING UNAUTHORIZED USE OR ALTERATION OF SUCH COMMUNICATIONS OR SUBSCRIBER'S CONTENT; (E) IF SUBSCRIBER IS A CALIFORNIA RESIDENT, SUBSCRIBER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

13.2. Distributor Liability. Subject to Deeloh's rights under this Agreement, including the foregoing Release of Liability and the Limitation of Liability provision hereinafter, Subscriber acknowledge that Deeloh, not Apple, Google, or other distribution provider is responsible for addressing any claims of subscriber or any third party relating to the Application or Subscriber's possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claim arising under consumer protection or similar legislation.

13.3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEELOH, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, RE-SELLERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO SUBSCRIBER'S ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY

MANNER RELATING TO ANY DEELOH CONTENT OR SUBSCRIBER CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT DEELOH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF DEELOH AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, RE-SELLERS AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT SUBSCRIBER PAID TO DEELOH TO USE THE APPLICABLE SERVICES.

13.4. Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in this Agreement, so the limitations above may not apply to you.

#### 14. Subscriber Indemnification.

**To the extent allowable under Texas law**, Subscriber agrees to defend, indemnify and hold Deeloh, its parent and affiliate entities, and all of their owners, officers, directors, employees, contractors and service providers, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to: (a) Subscriber's use of the Services; (b) any Subscriber Content; and/or (c) Subscriber's breach of this Agreement. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUBSCRIBER'S STUDENTS OR END USERS' ACTIONS WHILE USING THE SERVICES, AND AGREES TO INDEMNIFY AND DEFEND DEELOH FROM ANY CLAIMS, DEMANDS OR LAWSUITS OF ANY KIND ARISING FROM SUBSCRIBER'S STUDENTS OR END USERS' BREACH ANY OF THESE TERMS. SUBSCRIBER IS RESPONSIBLE FOR THE GOVERNANCE AND MANAGEMENT OF SUBSCRIBER'S COURSES AND WHAT DATA SUBSCRIBER PROVIDES FOR USE WITH THE APPLICATION FOR THE COURSES SUBSCRIBER DEVELOPS, INCLUDING WITHOUT LIMITATION, ANY LOGOS, INFORMATION LOOK AND FEEL, AND ANY OTHER INTELLECTUAL PROPERTY.

#### 15. Governing Law; Arbitration.

15.1. Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of Minnesota as they apply to agreements entered into and to be performed entirely within Minnesota between Minnesota residents, without regard to conflict of law provisions. Subscriber agrees that any claim or dispute the Subscriber may have against Deeloh must be resolved exclusively by a single arbitrator under the AAA Commercial Rules in Ramsey County, Minnesota, except as otherwise agreed by the parties. Subscriber agrees to submit to the personal jurisdiction of the state and federal courts located within Hennepin County, Minnesota for the purpose of confirmation of any resulting arbitration award. The judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. Neither party shall be precluded

hereby from seeking proce...  
limited to, temporary re...  
interests, but such shall ne...  
they have voluntarily agre...  
...onal remedies in the courts of any jurisdiction including, but not  
...ing orders and preliminary injunctions, to protect its rights and  
...sought as a means to avoid or stay arbitration. The parties agree that  
...to arbitrate their disputes in accordance with the foregoing.

15.2. U.S. Operati...  
policies and procedures a...  
transfer, storage, and p...  
Subscriber Content and...  
countries; (b) Subscriber...  
U.S. Government embarg...  
supporting” country; and...  
Government list of prohib...  
...s. Deeloh’s operations are located in the United States, and Deeloh’s  
...ased on United States law. As such: (a) Subscriber consents to the  
...assing of Subscriber’s information, including but not limited to  
... personal information, to and in the United States and/or other  
...ants that Subscriber is not located in a country that is subject to a  
...or that has been designated by the U.S. Government as a “terrorist  
... (b) Subscriber warrants that Subscriber is not listed on any U.S.  
...d or restricted parties.

16. Miscellaneous.

16.1. Third Party...  
Deeloh and Subscriber or...  
Deeloh, not Apple, Goog...  
and the Deeloh Content...  
other distribution provide...  
and that, upon Subscriber...  
providers will have the...  
Agreement against Subse...  
...eficiary. Subscriber acknowledges that the Agreement is between  
...and not with Apple, Google, or other distribution provider and that  
... other distribution provider, is solely responsible for the Application  
... However, Subscriber acknowledges and agrees that Apple, Google, or  
... and their subsidiaries, are third party beneficiaries of the Agreement,  
... acceptance of this Agreement, Apple, Google, or other distribution  
... (and will be deemed to have accepted the right) to enforce the  
... as a third party beneficiary thereof.

16.2. Website Te...  
Use located at <https://extemporeapp.com/terms>  
<https://extemporeapp.com/privacy-policy>  
conflict between this Ag...  
control. Deeloh reserves...  
by posting revisions thr...  
notification on Subscriber...  
... This Agreement incorporates, by reference, the Website Terms of  
... <https://extemporeapp.com/terms> –and the Website Privacy Policy located at  
... <https://extemporeapp.com/privacy-policy> –(collectively, “Website Terms”). In the event of a  
... ment and any Website Terms, the terms of this Agreement shall  
... right, in its sole discretion, to modify the Website Terms at any time  
... through the Services, wither on the Site, by click-through agreement,  
... account, through email or otherwise.

16.3. Individual U...  
Subscriber’s use of the S...  
(collectively, an “Insti...  
Subscriber’s Institution c...  
the Services or any data...  
requiring payment are of...  
other terms for those serv...  
... If Subscriber is an individual user of the Services, such as a student,  
... may require that Subscriber’s school or other affiliated third party  
... (“Institution”) be a subscriber to paid services on Subscriber’s behalf. If  
... uses to end the subscription, Subscriber may no longer be able to access  
... subscriber may have generated through the Services. If other services  
... directly to End Users, Deeloh will provide details of pricing and  
... through the Services.

16.4. Entire Ag...  
Subscriber and Deeloh w...  
or contemporaneous und...  
hereof and constitutes the...  
foregoing, if Subscriber i...  
and Deeloh, such other m...  
...ent. This Agreement constitutes the entire agreement between  
... respect to the subject matter hereof. This Agreement replaces all prior  
... andings or agreements, written or oral, regarding the subject matter  
... and exclusive agreement between the parties. Notwithstanding the  
... to a separate written agreement, manually signed by Subscriber  
... ally-signed agreement shall apply and control. The failure of either

party to exercise in any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be deleted or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16.5. Assignment This Agreement is not assignable, transferable, or sublicensable by Subscriber except as described in this Agreement or with Deeloh's prior written consent. Deeloh may assign this Agreement in whole or in part at any time without Subscriber's consent, and in such event Deeloh shall provide written notice to Subscriber of such assignment. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Subscriber does not have any authority of any kind to bind Deeloh in any respect whatsoever.

16.6. Consent to Electronic Notices. Subscriber agrees that all of Subscriber's transactions relating to the Services may, at Deeloh's option, be conducted electronically, including any that are otherwise required to be conducted in "writing." For example, Deeloh may send Subscriber notice via postings at the Site or by email to any email address that Subscriber provides to Deeloh during registration of Subscriber's Account. If applicable law now or later requires Deeloh to communicate with Subscriber or non-electronically, Deeloh reserves the right to charge a fee for doing so. Notice will be deemed given 24 hours after the email is sent, unless (for email) Deeloh is notified that the email address is invalid. Alternatively, Deeloh may give Subscriber notice by certified mail, postage prepaid and return receipt requested, to the address provided during registration. In such case, notice will be deemed given 3 days after the date of mailing.

16.7. Notice to Deeloh. Any notice to Deeloh that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Deeloh Technologies, Inc 1317 Marshall St NE, Minneapolis, MN, 55445.

DocuSigned by:  
**SUBSCRIBER:**  
*Kimberly Smith*  
545FC89DFF31480  
Print Name Kimberly  
Print Title Chief Financial Officer  
Date 5/19/2025

DEELOH TECHNOLOGIES, Inc  
Print Name Haley Martinez  
Print Title Account Executive  
Date 5/13/2025

### ATTACHMENT A ORDER FORM

Date: DATE 5/13/2025

Software: Extempore, The Speaking Practice App

Services: Licenses for LC Students and Teachers, LMS integration, Training and Implementation.

Subscription/Term Length 1 year

Number of Licenses: 13,000

Total Fees: \$100,000

Payment Terms: Fees to be paid annually, on the effective date of the subscription period. This Order Form is governed by the terms of the Services Agreement between Subscriber and Deeloh dated 5/13/2025, 2025 ("Agreement"). Unless earlier terminated in accordance with the Agreement, the subscription will automatically renew for successive periods of the same subscription/term length as provided above, and Subscriber will be invoiced according to the above payment terms.

AGREED AND ACCEPTED:

DocuSigned by:  
**SUBSCRIBER:**  
*Kimberly Smith*  
545FC89DFE31420  
 \_\_\_\_\_  
 Print Name Kimberly Smith  
 \_\_\_\_\_  
 Print Title Chief Financial Officer  
 \_\_\_\_\_  
 Date 5/19/2025

DEELOH TECHNOLOGIES, Inc  
 \_\_\_\_\_  
 Print Name Haley Martinez  
 \_\_\_\_\_  
 Print Title Account Executive  
 \_\_\_\_\_  
 Date 5/13/2025