



## Zearn Master Services Agreement

This Master Services Agreement ( the "Agreement") is between Zearn and FRISCO IND SCHOOL DISTRICT ("Account Holder") in Texas for the 2025-2026 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (<https://www.zearn.org/termsfuse>) and Privacy Policy (<http://www.zearn.org/privacy>).

### 1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
ANDERSON ELEMENTARY SCHOOL	School Account - Legacy
BESSIE GUNSTREAM ELEM SCHOOL	School Account - Legacy
CALVIN BLEDSOE ELEMENTARY SCH	School Account - Legacy
CLAUDE CURTSINGER ELEM SCHOOL	School Account - Legacy
COMSTOCK ELEMENTARY SCHOOL	School Account - Legacy
DR ERWIN & ELIZABETH PINK ES	School Account - Legacy
DR JM OGLE ELEMENTARY SCHOOL	School Account - Legacy
EDRIS CHILDRES ELLIOT ELEM SCH	School Account - Legacy
GEORGE & DEBORAH PUREFOY ES	School Account - Legacy
GERALD SONNTAG ELEMENTARY SCH	School Account - Legacy
I S ROGERS ELEMENTARY SCHOOL	School Account - Legacy
IDA LEE BRIGHT ELEMENTARY SCH	School Account - Legacy
ISABEL PIERCE SEM ELEM SCHOOL	School Account - Legacy
ISBELL ELEMENTARY SCHOOL	School Account - Legacy
IZETTA SPARKS ELEMENTARY SCH	School Account - Legacy
JAMES R NEWMAN ELEM SCHOOL	School Account - Legacy
JANICE STANLY SCOTT ELEM SCH	School Account - Legacy
JW & RUTH CHRISTIE ELEM SCHOOL	School Account - Legacy
LISCANO ELEMENTARY SCHOOL	School Account - Legacy
LUCILE ROGERS ASHLEY ELEM SCH	School Account - Legacy
MARY M BOALS ELEMENTARY SCHOOL	School Account - Legacy
MCSPEDDEN ELEMENTARY SCHOOL	School Account - Legacy
MILLER ELEMENTARY SCHOOL	School Account - Legacy
MINETT ELEMENTARY SCHOOL	School Account - Legacy
MOONEYHAM ELEMENTARY SCHOOL	School Account - Legacy
NICHOLS ELEMENTARY SCHOOL	School Account - Legacy
NOEL A SMITH ELEMENTARY SCHOOL	School Account - Legacy
NORRIS ELEMENTARY SCHOOL	School Account - Legacy
OTIS SPEARS ELEMENTARY SCHOOL	School Account - Legacy
PETE & GRACIE HOSP ELEM SCHOOL	School Account - Legacy
PHILLIPS ELEMENTARY SCHOOL	School Account - Legacy
POLLY TADLOCK ELEM SCHOOL	School Account - Legacy
PORTIA ROSS TAYLOR ELEM SCHOOL	School Account - Legacy
REBA COBB CARROLL ELEM SCHOOL	School Account - Legacy
RIDDLE ELEMENTARY SCHOOL	School Account - Legacy
ROBERTSON ELEMENTARY SCHOOL	School Account - Legacy



## Zearn Master Services Agreement

RUTH BORCHARDT ELEMENTARY SCH	School Account - Legacy
SHAWNEE TRAIL ELEM SCHOOL	School Account - Legacy
TALLEY ELEMENTARY SCHOOL	School Account - Legacy
VAUGHN ELEMENTARY SCHOOL	School Account - Legacy
WELDON CORBELL ELEM SCHOOL	School Account - Legacy
WILLIAM & ABBIE ALLEN ELEM SCH	School Account - Legacy
WILMA FISHER ELEMENTARY SCHOOL	School Account - Legacy
Wortham Intermediate School	School Account - Legacy

### 2. Fees and Payment

The combined fee associated with the Services above is \$110,000.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2025 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

### 3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2025-2026 school year, the following terms apply.

#### 3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2026. When noted in Section 1 above, "Legacy" refers to customers who purchased Zearn Math in the 2024-2025 school year.

#### 3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

#### 3.3. Privacy

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

- (A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.



## Zearn Master Services Agreement

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

### 3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through [schoolaccounts@zearn.org](mailto:schoolaccounts@zearn.org).

### 3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

### 3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

### 3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

## 4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

### 4.1. Scope

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and



## Zearn Master Services Agreement

district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

### **4.2 Rescheduling and Fee Policy**

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or seven (7) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

### **4.3. Force Majeure**

If the performance of this Agreement, or any obligation hereunder, except the payment of Fees, is restricted or interfered with by reason of pandemic, fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed. No cancellation fees shall be due and payable where the cancellation was caused by an event that meets the requirements of this Section.

### **4.4. Intellectual Property Disclaimer**

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

### **4.5. Suggestions and Feedback**

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

## **5. Purchasing Add-on Services**

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by



## Zearn Master Services Agreement

Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

### **5.1. Zearn School Account and On-Demand Professional Development**

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

### **5.2. Zearn Printed Materials**

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Printed Materials Purchase Agreement, purchase order, order form, or letter of intent that includes the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes (together, an "Indication of Order"). Zearn is not responsible for any costs associated with Account Holder's error in completing the Indication of Order. Once Account Holder provides Zearn its Indication of Order, Zearn begins the process of fulfilling the order. For this reason, Zearn does not accept returns of Printed Materials and all orders are not eligible for refunds. Printed Materials orders are charged a standard shipping fee that will be reflected on quote documents, and any additional delivery or shipping fees incurred by Account Holder are not covered by Zearn, including, but not limited to costs incurred for Printed Materials packages that are returned to sender, detention charges due to incorrect delivery details, or costs associated with signature receipt requirements. Any claims of missing or damaged Printed Materials must be made to Zearn in writing within two (2) weeks of the order's date of delivery, as indicated on the shipment's tracking. If Account Holder fails to provide notice within the timeframe above, Zearn is not responsible for the cost of replacement materials. Any commercial use or distribution of Printed Materials is strictly prohibited.

### **5.3. Professional Learning Sessions**

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

## **6. Miscellaneous**

### **6.1. Conflicting Provisions**

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

### **6.2. Modifications**

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

### **6.3. Signature Authorization**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.



## Zearn Master Services Agreement

Agreement-0032341-1  
January 21, 2025

**For Account Holder:**

Name \_\_\_\_\_

Title \_\_\_\_\_


Signature \_\_\_\_\_

Date \_\_\_\_\_

**For Zearn:**

Name Shalinee Sharma

Title Chief Executive Officer

Signature 

Date \_\_\_\_\_