



New Tech Network

NEW TECH SCHOOL AGREEMENT

This New Tech School Agreement (“Agreement”) for purpose of reference is dated the 1st day of March 2025, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network” or “NTN”), and the Board of Education of **TORNILLO INDEPENDENT SCHOOL DISTRICT**, a Texas Public School District (“District”).

RECITALS

A. New Tech Network offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **Tornillo High School** (the “New Tech School” and referred to as the “School” in the Exhibits attached hereto) to become a member of the network of schools throughout the country that use and follow the New Tech Model.

C. The District has secured the necessary financial and community support for implementation of the New Tech Model as provided herein.

D. District desires to license from New Tech Network the right to use the New Tech Model, including the materials, technology and platforms described herein, and retain New Tech Network as an independent contractor to implement the New Tech Model as provided for herein at the New Tech School, and New Tech Network wishes to provide such license and services, on the terms and conditions hereinafter set forth.

E. New Tech Network’s grant of applicable licenses and provision of services to District, in connection with the New Tech Model, contributes importantly to the furtherance of New Tech Network’s charitable and educational mission. As part of New Tech Network’s charitable and educational mission, New Tech Network seeks to continually improve the New Tech Model for the benefit of current and future New Tech Schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License and Services.

(a) *License.* All materials are licensed, not sold. New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the New Tech Model, (ii) the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, “New Tech Learning Platform”); and (iv) the New Tech Network trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of establishing and operating the New Tech School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Model for the New Tech School, as such services are described in Exhibit A (the “Services”). New Tech Network may perform the Services virtually if in its reasonable opinion it is necessary or desirable for the protection of its staff or if New Tech Network otherwise determines in its reasonable discretion. New Tech Network provides the New Tech Platform and Services on anon-exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of data over the internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the New Tech School’s educational, employee, student or other records; (ii) the District will maintain all required records; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records.

(d) *Third-Party Services Engaged by District.* New Tech Network may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, (collectively, “Third-Party Services”). Third Party Services may include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third-Party Service. New Tech Network takes no responsibility and disclaims all warranties with respect to Third Party Services. If District uses or enables a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide access and use, any data or records as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District and the provider of a Third-Party Service is solely between District and that provider.

(e) *Suspension of Access.* District agrees that New Tech Network may suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a “Suspension”). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the New Tech School in District’s school district. District agrees to obtain the resources necessary to establish and successfully operate the New Tech School.

(c) *On-going Operation of New Tech School.* Once established and during the Term, District will operate the New Tech School in accordance with the New Tech Model and the principles and guidelines for the same as provided to District, from time to time, by New Tech Network. District commits to use its best efforts to attain in all categories at least the status of “successful” (and with the goal of attaining in all categories the status of “highly successful”) in accordance with the School Success Rubric standards attached hereto as Exhibit C. To the extent District does not attain such level, then New Tech Network may terminate this Agreement or, in its discretion, require that District undertake, at District’s expense, certain remedial actions and measures. New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(d) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District’s educational interests, and for the purpose of publication in the education field.

(e) *District Input.* District will promptly notify New Tech Network should the District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(f) *District Contributions to the New Tech Learning Platform.* District may contribute materials to New Tech Network’s electronic resource and project libraries. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and

royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(g) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Model.

(h) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the New Tech School's employees, administrators, teachers, agents, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique username and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

3. Fees.

(a) *Fees.* Attached as Exhibit D is an agreed schedule for payment of compensation by District for the Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit D within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). District may make improvements in, additions to, changes or any other modifications to the NT Materials ("New Materials"), subject to the license in section 4(b) below. The NT Materials and New Materials do not include District Contributions or Third-Party Services, which are not owned by New Tech Network. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Unless the parties expressly agree otherwise in a separate mutually executed written statement, any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *License to New Materials.* District is not required to create any New Materials or upload them to the New Tech Learning Platform. To the extent District or any of its employees or agents

creates any New Materials and contributes them to the New Tech Platform, then District grants , and will cause its employees and agents to grant, to New Tech Network and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully exploit and exercise all such technology and intellectual property rights in support of New Tech’s exercise or exploitation of the Services, New Materials, other work or information performed or provided hereunder.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the “Materials”) during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District’s implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called “service bureau” uses).

5. Data Sharing.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations (“FERPA”), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School (“Protected Student Data”). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student’s use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children’s Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third-party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law,

give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

(e) *Data Sharing Agreement*. The parties agree to be bound by New Tech Network's Data Sharing Agreement, which is attached as Appendix E to this Agreement, and incorporated here by reference.

6. Term; Termination

(a) *Term*. The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2027. The term of this Agreement may be extended upon the written agreement of the parties if the extension meets the current District procurement guidelines.

(b) *Termination*. This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination*.

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then

District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. **Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of Texas, Travis County. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Texas in Travis County, or, if it has or can acquire jurisdiction, in the United States District Court serving Travis County, and each of the party's consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Indemnification.** New Tech Network will defend, indemnify and hold harmless the District against any and all third party liability (including damages, recoveries, deficiencies, penalties and legal fees) in each case solely to the extent such costs and damages are payable to unaffiliated third parties, arising from or in connection with New Tech Network's infringement of a U.S. intellectual property right, or New Tech Network's gross negligence or willful misconduct in connection with the Services. New Tech Network's obligation to indemnify the District from and against any losses arising from a Claim (defined below) will not apply to the extent that the Claim arises from (a) District's use of the Services in a manner that is not permitted under this Agreement, (b) modifications to the Services made by anyone other than New Tech Network; (c) the combination of the Services with hardware or software not made by New Tech Network, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) District's continued use of the Services or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Services that is no longer supported by New Tech Network. New Tech Network's indemnification obligations hereunder are conditioned upon the District providing New Tech Network with (i) prompt notice of the potentially indemnifiable claim ("Claim"), (ii) sole control over the defense and settlement of such Claim, and (iii) at District's expense, reasonable cooperation in the defense and settlement of such Claim.

11. **Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

12. **Communications and Notices.**

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Edwin Derecho, Chief Financial and Operations Officer, ederecho@newtechnetwork.org, (707) 253-6951; **District:** Rosy Bega-Barrio, Superintendent, rvegab@tisd.us, (915) 765-3000. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network: New Tech Network
Attn: CEO/President
952 School Street #311
Napa, CA 94559

If to the District: Tornillo Independent School District
Attn: Superintendent
19200 Cobb Avenue
Tornillo, TX 79853-0170

13. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

14. Severability of Provisions. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

15. Waiver. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

16. Entire Agreement. This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

17. Assignment. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

18. Amendment. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibit A through C as New Tech Network deems appropriate to improve the New Tech Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If

District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

19. Force Majeure. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above. This Agreement may be executed in any number of counterparts. The parties agree to use electronic signatures on this Agreement.

NEW TECH NETWORK

TORNILLO INDEPENDENT SCHOOL DISTRICT

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A
Services
Planning and Startup

School Planning Support

Prior to launching the NTN model at your school, NTN will work closely with your leadership team to design and customize your New Tech Model implementation within your school community and will include:

- School Design and Implementation Consulting which will include customized planning support from our experts and access to NTN proprietary planning resources and project and content libraries.
- Planning and Implementation Support which will include monthly 1:1 planning calls with the school leadership team and stakeholders to build readiness toward NTN implementation.
- Your NTN consultant will spend a minimum of one onsite day to be customized to meet the needs of the school, may include activities such as:
 - NTN Executive Tours - an in-person guided tour at an NTN school provides an opportunity to visit classrooms, talk with teachers, students, and school and district leaders.
 - Planning Visit - an onsite visit from an NTN Director of School Development to engage stakeholders, raise awareness, and assess progress toward implementing the NTN model.

NTN New School Staff Trainings

Spring 2025	NTN Residency NTN Residency focuses on the intersection between the NTN school model and your school's context through experiencing a current NTN school. Your team will explore the focus areas of the NTN model, further develop professional culture, prepare for project design, take a deep dive into the NTN Learning Outcomes, connect with current NTN teachers and students, and more. This service includes one day onsite at a New Tech School followed by one day virtual workshop (two consecutive 3-hour sessions to be scheduled within 2 weeks after the onsite event). All staff members involved with your first year of implementation should attend, including instructional leaders, as they will be working as a team throughout the event.	# of Teachers: 25
Spring – December 2025	Leadership Institute This is a connected series of virtual learning experiences designed to support the New Tech Director/Principal's leadership on a path for continued growth and development as they launch the NTN implementation. Beginning just prior to NTN Residency and continuing through the initial stages of implementation, new NTN Directors/Principals will engage as participants in a virtual community of learners. These sessions will be facilitated by a NTN School Leadership expert who will provide participants with an introduction of the NTN model, its practices and processes through a combination of individualized 1:1 meetings as well as community cohort meetings.	# of Principals: 1
Summer 2025	New Schools Training (NST) – Onsite This event occurs locally in your district over the summer. It is an intensive 4-day experience that will provide an opportunity for participants to learn about the New Tech Network design. Staff from new schools joining the New Tech Network in fall will learn best practices in authentic, inquiry-based project- and problem-based learning (PBL/PrBL), school culture, and technology that work together to produce a learning environment that enables all students to experience deeper learning and be college and career ready. New Tech Principal/Director, year one New Tech staff, and Echo Administrator (if using Echo) are expected to attend. Provides registration and access to track materials and resources.	# of Teachers: 25

Exhibit A
Services
Implementation Years 1 & 2

NTN National Events	
<ul style="list-style-type: none"> ➤ Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Fee Schedule. ➤ Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences. ➤ District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferable between event types or contract years. ➤ Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network. ➤ District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel costs, personal expenses, and meals not covered by New Tech Network. ➤ NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering. 	
	# of Participants
New Tech Annual Conference This event provides principals, teachers, and staff with an opportunity to continually sharpen skills, share best practices, and network with like-minded professionals from around the country. New Tech Network's marquee professional learning event, and includes registration, select meals, all general conference sessions, access to specialized tracks including NTN101 training, with access to all materials and resources.	Yr1: NST Yr2: 0
Leadership Summit Each spring school and district leaders come together for three days of impactful learning, meaningful connection, and authentic community building. Designed to cultivate leadership mindsets and advance educational innovation, New Tech Network's Leadership Summit offers a tailored program addressing key challenges and opportunities in educational leadership. Through collaborative sessions and shared experiences, leaders gain practical insights and innovative strategies to guide towards lasting impact.	Yr1: 2 Yr2: 2

NTN School Coaching	
Coaching Sequence	Quantity
Model School Coaching Package These five onsite coaching days are focused on core aspects of the NTN school model such as assessing learning outcomes, developing a positive culture, and designing high quality projects in years 1 & 2 of model implementation. This service includes up to 15 hours of remote access per year to a coach for teachers and leaders. NTN staff work with School Leadership Teams to identify professional learning opportunities (including whole team, small group, and individual coaching) throughout the school year.	Yr1: 5 days Yr2: 5 days
Coaching for Leadership and School Teams - Onsite This coaching support is based on the specific needs of the school and includes an onsite visit from an NTN coach and remote support for planning time with the school leadership team. Focus areas for the leadership team could include revisiting and/or developing the school journey map, co-designing and co-facilitating professional development to meet the school's School Success Rubric goals, or classroom learning walks. Teacher focus areas could include elements of PBL, cultural practices, instructional practices, assessment practices, or foundational practices for new teachers.	Yr1: 1 day Yr2: 1 day

NTN Content and Community

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support. Required for Network Membership, so that all schools are able to access content and resources for coaching, workshops, and NTN events.

NTN Content:

- Resource Library NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- Project Library A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- NTN Educator Essentials Course This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.

NTN Community:

- NTN Slack Community - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

2025-26	2026-27
# of Staff: 25	# of Staff: 25
<i>District may purchase additional staff access to NTN content for a fee determined by New Tech Network.</i>	

Echo Platform

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

Echo Training and Support

- Access to the Echo Help Desk with searchable articles and quick start guides for teachers, students and parents.
- Self-paced, Video based, self-paced training courses for teachers.
- Specialized virtual courses for Echo Lead, Echo Admin, and School Leadership roles.
- Access for designated individuals to submit support requests.

2025-26	2026-27
# of Staff: 25	# of Staff: 25
# of Students: 0	# of Students: 0
<i>District may purchase additional staff and/or student Echo licenses for a fee determined by New Tech Network.</i>	

Data Services

NTN data services to School and District includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate.
- New Tech Network will communicate other opportunities to schools that arise and are deemed appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

District agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track high school students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a high school graduation roster to National Student Clearinghouse.

Additional Services Based Upon Performance

- NTN will regularly monitor and provide recommendations around support and differentiated services.
- In some cases, (i.e., high staff turnover, missed training, etc.), New Tech Network will recommend additional support services at additional cost to School or District. Typically, additional fees will not exceed 10% of the following year's fee (or, 10% of the prior year's fee in the last year of the Agreement) except in extreme circumstances, including without limit, 50% or more staff turnover at School or a change of School leadership.



Exhibit D
Fee Schedule

Tornillo High School

Service Phase	Fee Amount	NTN Invoice Date
Planning & Start-Up Support	\$ 23,800	NTN invoice sent upon receipt of signed contract
Year 1 Implementation, SY2025-26	\$ 121,400	July 1, 2025
Year 2 Implementation, SY2026-27	\$ 73,400	July 1, 2026
Total NTN fees not to exceed*	\$ 218,600	

* Except for “make-up” training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network’s option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To ensure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel costs, personal expenses, and meals not covered by New Tech Network.



Exhibit E

Data Sharing Agreement

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between District and New Tech Network in connection with the School Agreement) who, as parties to the DSA, elect to accept these terms. The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of calculating school level information to assist in evaluating the ongoing effectiveness of the New Tech Model, supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of District’s educational interests, providing formative feedback to the New Tech schools, and for use in calculating network level results included in education publication.

THEREFORE, the parties agree to the following terms of this DSA:

1. **Data Sharing.** The data shall be provided by District to New Tech Network. New Tech Network agrees that, as between the parties, the data transferred from District to New Tech Network is and shall remain the sole and exclusive property of the District. The format of the data will vary depending on integration method and requirements. Any data received by New Tech Network pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. District represents and warrants that it has all necessary rights to share data as set forth herein for the purposes and use set forth in this DSA. District will not provide to New Tech Network or to New Tech Network’s data partners individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers.

In consideration of the analytics and information provided to District by New Tech Network in connection with this DSA, District hereby grants New Tech Network a non-exclusive, royalty-free, fully paid-up, worldwide license to use the District data for the following purpose: access, process and analyze the data internally [as well as share the data in an aggregated form, subject to obligations of confidentiality with respect to any personally identifiable information.]

2. **Confidentiality.** New Tech Network will maintain the confidentiality of any and all student data obtained from District as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, New Tech Network shall establish a system of safeguards that will at minimum include the following:
 - a. New Tech Network shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from, or on behalf of District. This obligation will be extended by contract to all subcontractors used by New Tech Network.
 - b. New Tech Network and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
 - c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this DSA.
 - d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this DSA.



New Tech Network

- e. Procedures and systems that are designed to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
 - f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws (including without limitation the Family Educational Rights and Privacy Act (FERPA)) relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
 - g. New Tech Network shall return to District all data or any portions thereof requested by District, or, at District's election, New Tech Network shall destroy all or any part of District's data that is within the possession or control of New Tech Network and shall upon request by District, provide certification of such destruction.
3. Entire Agreement. This DSA supplements and amends the School Agreement only with respect to the express subject matter herein, and the School Agreement is otherwise not affected. In the event of a conflict between this DSA and the School Agreement, the provision of this DSA shall prevail only with respect to the subject matter herein.
 4. Execution. Each of the persons agreeing to this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.
 5. Assignment. None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.
 6. Severability. If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.
 7. Waiver. Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.
 8. Modification and Amendments. This DSA may be amended or modified at any time only by mutual agreement of the authorized representatives of the signatories to this DSA. District and New Tech Network further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to District and New Tech Network are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.
 9. Term of this DSA. This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship as set forth in the School Agreement ends between District and New Tech Network.

March 3, 2025

Tornillo Independent School District (“District”)

19200 Cobb Avenue

Tornillo, TX 79853

RE: Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant (“Grant”), through June 30, 2027.

AWARD DETAILS

Tornillo High School has been awarded a Grant for \$200,000 that is to be used only to supplement District contributions to the separate New Tech School Agreement for “The New School Model” between New Tech Network and Tornillo Independent School District for Tornillo High School, referred to below. Subject to and conditional upon (a) the terms and conditions of this Agreement and the New Tech School Model Agreement (and full compliance therewith) and (b) the terms and conditions of (and the availability of funds under) NTN’s related grant from the Bezos Family Foundation (the “Bezos Grant”), the award will be issued in the following amounts and corresponding school years:

- Planning year, 2024-2025, \$23,800
- Year 1 implementation, 2025-2026, \$112, 800
- Year 2 implementation, 2026-2027, \$63,400

DISTRICT COMMITMENTS:

- **New Tech Network Whole School Model Implementation:** Tornillo High School and District commit to completing the 2-year implementation plan outlined in the Agreement through the expiration date, June 30, 2027.



NTN Texas Rural Innovation Grant Terms and Conditions

Essential terms and conditions:

The term of this Grant Agreement will begin on May 1, 2025, and will continue through the expiration date, June 30, 2027, subject to earlier termination of this Agreement, the Agreement or the Bezos Grant.

District understand and agree (i) that a mutually agreed New Tech Model agreement directly between District and New Tech Network for implementation of the New Tech Model is required in order for District to become a member under the New Tech Network School, (ii) that entering into this Agreement does not give District any rights to use any New Tech Network branding; such rights, if any, will be as stated in the Agreement, (iii) that the Grant funds provided or made available hereunder may only be used to pay NTN amounts payable to NTN under the New Tech Model Agreement, (iv) that no Grant funds will be available if the Agreement is not in place by May 1, 2025, and (v) that NTN may from time to time hold tours and events at Tornillo High School for recruiting purposes.

Limitation of Liability. In no event will New Tech Network's liability to the District or Tornillo High School or otherwise in connection with or related to this Agreement or the New Tech Model Agreement (or otherwise with respect to any subject matter of either), whether based on an action or claim in contract or tort, including negligence, strict liability, warranty or other theory, exceed the amount paid to NTN under the New Tech Model Agreement in the six months prior to the applicable cause of action arising.

No Indirect Damages. In no event will New Tech Network be liable to for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or New Tech Model Agreement (or otherwise with respect to any subject matter of either), whether in an action or claim in contract, tort, strict liability or negligence, warranty or other theory, even if advised of the possibility of such damages.

ANYTHING PROVIDED BY NTN IN CONNECTION WITH THIS AGREEMENT OR THE NEW TECH MODEL AGREEMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY SORT, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE), ALL OF WHICH ARE HEREBY DISCLAIMED.

Termination: NTN reserves the right to terminate this Agreement and/or terminate or delay availability of all or any part of the Rural Innovation Grant if the District fails to meet one or more of its commitment under this Agreement or the New Tech Model Agreement or if funding under the Bezos Grant is curtailed or if the New Tech Model Agreement is not entered into by June 30, 2025. In the event of non-performance by District, NTN will provide notice of termination to the District with the specifics of non-performance and give the District 10 days correct the outlined deficiencies (but NTN may withhold availability of all or any part of the Grant at any time after the noncompliance commences).



New Tech Network

NTN Texas Rural Innovation Grant Terms and Conditions

Effect of Termination. New Tech Network owns and retains all right, title and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with this Agreement or the New Tech Model Agreement (the “NTN Materials”). District may only use the NTN Materials for the purpose of performance of its obligations under the New Tech Model Agreement, and upon termination or expiration of this Agreement or the New Tech Model Agreement, District shall (i) cease all use of, and promptly return to New Tech Network, all NTN Materials; and all unused Grant funds (and no further Grant funds will be made available by NTN.(ii) promptly cease to use any of the NTN marks, and iii) no longer represent that it is a recipient of the New Tech services; and (iv) New Tech Network may immediately deactivate District’s account.

Miscellaneous: This Agreement, together with the New Tech Model Agreement represents the entire agreement between District and NTN with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between District and NTN with respect thereto. This Agreement may be amended or waived only by a writing executed by both parties. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by District, and any such attempted assignment or transfer shall be void and without effect. NTN may freely assign or delegate its rights and obligations hereunder in whole or in part. For the avoidance of doubt, the Tornillo High School is subject to and will abide by all the limitations on and all the obligations and commitments of District in this Agreement or in the New Tech Model Agreement.

Best regards,

Edwin Derecho, CFOO
New Tech Network

Acknowledged and Agreed:

Tornillo Independent School District

Signed _____

Printed _____

Date _____

