

**SERVICES, SCHOOL FACILITIES LICENSE
AND BUILDING USE AGREEMENT**

By and Between:

RIGHT AT SCHOOL, LLC

and

NOVI COMMUNITY SCHOOL DISTRICT

This SERVICES, SCHOOL FACILITIES LICENSE AND BUILDING USE AGREEMENT (“Agreement”) is entered into this twenty-fourth day of April, 2026 (the “Effective Date”) by and between Right at School, LLC (the “Provider” or “Licensee”), and the NOVI COMMUNITY DISTRICT (the “District” or “Licensor”). The Provider and the District are referred to in this Agreement as the Parties or individually as a Party.

RECITALS

A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.

B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services.

C. The District desires to retain the Provider to provide the services described in this Agreement at the schools listed in this Agreement or any of the Schedules incorporated herein.

D. The Parties agree that Right At School will operate enrichment programs at the schools set forth below as of the beginning of the 26/27 school year. Programs include enrichment programming, including, but not limited to, after school, before school, winter-break, spring-break, and professional development day programming, and beginning in the summer of 2027, summer camp.

E. The District may provide written authorization to Right At School to operate enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion.

F. If Right At School accepts the authorization to operate enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

G. This Agreement includes a License and Facilities Use Agreement that authorizes Provider to use the District’s facilities to operate out-of-school-time programs starting at the beginning of the 26/27 school year and to operate Provider’s summer camp program beginning in the Summer of 2027, subject to the terms and conditions set forth in Schedule D.

H. This Agreement includes the following Schedules which are fully incorporated herein.

Schedule A: General Terms and Conditions

Schedule B: Services

Schedule C: Payments (if applicable)

Schedule D: School Facilities License and Building Use Agreement

AGREEMENT

Section 1: Incorporation of Recitals and Schedules. The foregoing Recitals and Schedules are incorporated into and made a part of this Agreement.

Section 2: School Facilities; Authorized Use.

2.1 The District is the owner of the school facilities identified in Schedule B of this Agreement (the “School Facilities”).

2.2 The District authorizes the Provider to operate out-of-school time programs at the School Facilities, including enrichment programming, after -school, before-school, winter-break, spring-break, and professional development day programming.

2.3 The District also authorizes Provider to operate summer camp programs at the School Facilities beginning in the Summer of 2027.

Section 3. Term; Renewal.

3.1 Initial Term. This Agreement is for a term commencing on the Effective Date and continuing through June 30, 2029 (the “Term”), unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

3.2 Renewal. After the Term of this Agreement, the Agreement will automatically renew on a year to year basis, unless either Party provides written notice to the other Party no later than sixty (60) days prior to the then applicable Termination Date of the notifying Party’s intent not to renew the Agreement for another year.

Section 4. Minimal Enrollment in Parent-Paid Programs.

4.1 Right At School requires that a minimum of 15 students be pre-registered in each parent-paid program prior to the start of the academic year. If the number of pre-registered students in a parent-paid program is below 15 on or after 45 days before programming begins, Right At School may choose to close or consolidate the program with two (2) weeks’ written notice. This section applies only to fully or partially parent-paid programs. It does not apply to fully District-paid programs. In fully District-paid programs, the Parties will agree upon enrollment requirements in Schedule C.

Section 5. Memorandum of Understanding Regarding Deployment of District Employees Assigned to Work with Provider

5.1 The Parties have agreed to enter into a separate Memorandum of Understanding (“MOU”) in which the District will agree to assign active District Employees to work in Provider’s program and Provider will deploy those individuals in its program, subject to the terms and conditions in the MOU. The MOU is a separate agreement and is necessary for the performance of the Parties pursuant to this Agreement.

Section 6. Former District Employees May Apply for Employment with Provider; Hiring and Incentive Payments

Provider agrees to consider job applications submitted by District employees who will be displaced by the District’s decision to close its Toddler to 6th Grade childcare programs at the end of the 2025-2026 academic year, subject to the following conditions:

6.1 All such applicants must be displaced by the closure of the District’s program at the end of the 2025-2026 academic year.

6.2 All such applicants must comply with all state childcare licensing laws, rules, and regulations and standards.

6.3 All such employees must comply with all of Provider’s hiring and on-boarding rules and procedures.

6.4 All such employees must comply with all of Provider’s policies, rules, procedures and training requirements.

6.5 To be eligible for the Hiring and Retention Payments set forth in the following section, former District employees must be hired by Provider by August 15, 2026, a date that may be modified by written agreement of the Parties.

6.6 Hiring and Retention Payments for Former District Employees Hired by Provider

In the event Provider hires a former District CARE Leader with ten (10) or more years of service with the District or a former District CARE Aide with 5 years or more of service with the District, and that former CARE Leader or CARE Aide’s employment has been terminated as a result of the District’s closure of its Toddler to 6th Grade childcare programs at the end of the 2025-2026 academic year, Provider will pay the following hiring and retention payments.

6.6.1 Former District CARE Leaders. Provider will pay a hiring and retention payment totaling \$10,000 to eligible former District CARE Leaders who are hired by Provider as Program Managers. The payment will be paid in two equal installments. The first installment will be paid after 90 days of continuous employment with the Provider. The second installment will be paid after 180 days of continuous employment with the Provider.

6.6.2 Former District CARE Aides. Provider will pay a hiring and retention payment totaling \$2,500 to eligible former District CARE Aides who are hired by Provider as Educators.

The payment will be paid in two equal installments. The first installment will be paid after 90 days of continuous employment with the Provider. The second installment will be paid after 180 days of continuous employment with the Provider.

6.6.3 The payment to be paid to eligible former District employees are subject to terms and conditions to be established by the Provider in its sole discretion.

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

NOVI COMMUNITY SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SCHEDULE A

GENERAL TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of Services by Right at School, LLC (referred to herein as “Provider”) identified in the SERVICES, LICENSE AND SCHOOL FACILITIES USE AGREEMENT (referred to herein as the “Agreement”) to which this Schedule is attached. These Terms and Conditions are incorporated into the Agreement and together with the Agreement and other Schedules identified therein form the binding terms of the agreement between the Provider and the District.

Section 1. Incorporation of Recitals. The foregoing Recitals are incorporated into and made a part of these Terms and Conditions.

Section 2. Scope of Services. The Provider agrees to provide the Services described in Schedule B to the Agreement (the “Services”) in accordance with and subject to these Terms and Conditions.

Section 3. Statement of Work. The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees’ salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District, from time to time, may request changes to the scope of Services.

Section 4. Independent Contractor. The relationship between the Provider and the District shall be that of an independent contractor.

Section 5. Schedule for the Services. The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School Facilities where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate.

Section 6. Enrollment of Students. The District will assist Provider in enrolling students in Provider’s programs by providing information regarding the Provider’s programs to parents and guardians. Each school will collectively disseminate Right at School programming announcements and information to students and families.

Section 7. Tuition; Fees Paid to District. The Provider shall be solely responsible for charging and collecting tuition and fees from the parents and guardians of students enrolled in the Provider’s programs operating in the School Facilities. Subject to the terms and conditions in Schedule D, the Parties may agree that Provider will pay to the District a portion of the tuition and fees Provider collects for the Services to compensate the District or designated school for the use of School Facilities and other District and school resources.

Section 7.1 Audit and Verification Rights. The Provider shall maintain complete, accurate, and detailed books and records relating to (i) student enrollment, (ii) attendance, (iii)

tuition and fees charged, billed, collected, and outstanding, and (iv) any calculations used to determine amounts payable to the District under this Agreement (collectively, the “Records”). Such Records shall be maintained in accordance with generally accepted accounting principles and retained for a period of not less than seven (7) years following the end of each fiscal year. The District, or its authorized representatives, shall have the right, upon reasonable advance written notice and during normal business hours, to audit, inspect, and copy the Records as necessary to verify enrollment figures and the accuracy of all payments due to the District under this Agreement. The Provider shall fully cooperate with any such audit and shall provide access to all requested documentation, systems, and personnel necessary to complete the audit.

If any audit reveals an underpayment to the District, the Provider shall promptly remit the full amount of such underpayment within thirty (30) days of written notice, together with interest at the rate of 3% per annum (or the maximum rate permitted by law, if less), calculated from the date such amount was originally due. If the underpayment exceeds 1% of the total amount owed for the audited period, the Provider shall also reimburse the District for the reasonable costs of the audit. The rights set forth in this Section shall survive the expiration or termination of this Agreement.

The Provider shall provide calculation support to the District at the time of revenue share payment and the District has 90 days from the receipt of data to provide audit findings.

Section 8. District Subsidies and Payments. This Section applies only if the District is providing a subsidy to support some or all of the Services. Where the District has determined it will cover some or all of the cost of program tuition for District students, the District shall pay Provider directly in the amounts and on the schedule set for in Schedule C to the Agreement (“the Program Fee”). For all other students and/or portion of students’ fees, Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students. The Program Fee or any portion thereof not received within ten (10) days after its due date (the “Delinquency Date”) shall automatically (and without notice) incur a one-time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Provider in this Agreement, any portion of the Program Fee not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the “Delinquency Interest Rate” of five percent (5%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law. By mutual written agreement, the District and Provider may add additional dates of service, services, and rates to the Provider Fee Schedule.

Section 9. Staffing by Provider. The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider’s obligations under the Agreement, and the Provider’s personnel, and any subcontractor’s personnel, must be fully qualified to perform their respective duties.

Section 10. Confidential Information.

10.1 Acknowledgment of Confidentiality. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including

functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

10.2 Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by these Terms and Conditions except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

10.3 Ownership of Curriculum and Instructional Materials. All curriculum, instructional materials, and other documents and items used in the performance of the Services are the property of the Provider and are to be treated as proprietary and confidential. Such items shall not be used by the District for any purpose without the express written consent of the Provider.

10.4 Student Records. The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under the Agreement.

Section 11. Compliance with Laws. The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

Section 12. Background Checks. The Provider will comply with all applicable childcare background check laws for its employees and subcontractors that will have contact with children through their performance of the Services or, if the Services are not subject to childcare laws, other applicable laws related to background checks for employees of school contractors. If any District employees perform Services for the Provider, the Provider shall be entitled, to the extent permitted by law, to rely on the District's criminal background check and determination of suitability for employment, and the Provider shall not be required to perform any additional background check or determination of suitability for such persons.

Section 13. Insurance. Provider, at its own expense, shall procure and maintain the following insurance policies in the following amounts:

13.1 Workers' Compensation and Employers' Liability Insurance. Workers Compensation insurance affording workers' compensation benefits for all employees as required by state and federal laws, and Employers' Liability Insurance covering all employees who are to provide Services under this agreement, with a bodily injury per accident limit of liability of \$ 1,000,000, bodily injury by disease limit each employee of \$1,000,000 and bodily injury by disease policy limit of \$1,000,000. The workers' compensation policy must contain a waiver of subrogation clause.

13.2 Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

13.3 Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether non-owned or hired) is used in connection with Services to be performed, with limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

13.4 Umbrella/Excess Liability Insurance. One or more layers of Umbrella or Excess Liability Insurance with total limits of Four Million Dollars (\$4,000,000) per occurrence and in the aggregate that supplements the above-stated Employer's Liability, Commercial General Liability and Automobile Liability insurance policies.

13.5 Professional Liability Insurance. Professional Liability insurance with limits of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

13.6 Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation Insurance with limits Six Million Dollars (\$6,000,000) per claim and in the aggregate, single policy.

13.7 The Parties recognize that insurance coverage may change based on market conditions and other factors outside the control of the Parties. With respect to Provider's coverage, the coverage stated in a new Certificate of Insurance ("COI") shall replace the insurance terms set forth above effective upon issuance of the new COI.

13.8 If the District objects to Provider's new coverage terms, it shall notify the Provider of the objection in writing within fifteen (15) days of receiving the new COI and include a detailed basis for the objection.

13.9 If the District objects to the insurance coverage indicated in a new COI, the Parties will meet and confer within thirty (30) days after the District provides notice of its objection and will engage in good faith efforts to resolve the objection.

Section 14. Additional Insureds.

14.1 Provider shall include the District as an additional insured to the Commercial General Liability and Automobile Liability insurance policies described above.

14.2 The District shall include the Provider as an additional insured to its Commercial General Liability policies.

Section 15. Termination.

15.1 Termination for Insufficient Enrollment. Provider may terminate this Agreement on the basis of insufficient enrollment as set forth in Section 4 of the Agreement.

15.2 Termination for Default. Either Party may terminate the Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.

15.3 Termination for Convenience. Either Party may terminate the Agreement for convenience upon 90 days written notice to the other party.

15.4 Payment for Services Rendered. In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees, if any are agreed to by the Parties, to the District in accordance with Schedules C and D to the Agreement up to the date the Agreement is terminated.

Section 16. Cooperation. Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District.

Section 17. Indemnification.

17.1 The Provider agrees to indemnify, defend and hold harmless the District, and its Board members or trustees, officers, employees, agents, volunteers, successors, and assigns ("District Indemnitees"), from and against claims, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims"), to the extent they result from the negligence or willful misconduct of the Provider. This agreement to indemnify, defend and hold harmless does not extend to any Claims, damages, losses or expenses caused by, related to, or arising from failure by District to comply with its responsibilities under this Agreement, or the negligence or willful misconduct of the District or any District Indemnitees.

17.2 The District agrees to indemnify, defend and hold harmless the Provider and its members, officers, employees, agents, volunteers, successors, and assigns ("Provider Indemnitees"), from and against claims, liabilities, damages, losses, judgments, costs and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims"), to the extent they result from the negligence or willful misconduct of the District. This agreement to indemnify, defend and hold harmless does not extend to any Claims caused by, related to, or arising from the failure by Provider to comply with its responsibilities under this Agreement or negligence or willful conduct of the Provider or any Provider Indemnitees.

Section 18: General Provisions.

18.1 Recordkeeping. The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees to the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.

18.2 Entirety. The Agreement, together with the Schedules attached hereto, and these Terms and Conditions, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

18.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of which the District is located.

18.4 Severability. In case any provision in the Agreement and/or these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

18.5 Authority to Execute. Each Party represents and warrants to the other that the Agreement has been duly authorized and that the person who executed the Agreement is authorized to do so on behalf of the Party. The Agreement may be executed in two or more counterparts.

18.6 Assignment. Neither Party may assign the Agreement in whole or in part without the prior written approval of the other Party.

SCHEDULE B

Services

Provider will operate the following programs:

Before School programming from Mondays through Fridays from 6:45am - start of school during the Academic School Year.

After School programming from Mondays through Fridays from end of school day to 6:00pm during the Academic School Year.

Provider will also operate on non-school days to be determined by the provider and district.

Provider will offer the following discounts for recurring tuition for Before and After School Right Club: 50% for district employees, 20% for Free and Reduced Eligible students, 10% discount for military families, and 10% discount for siblings. Provider also will accept state government approved subsidies.

The Programs will run at the following schools pending a minimum full time enrollment of 20 students per school. Provider shall not be obligated to operate a program at any site that does not meet minimum enrollment requirements.

- A. Deerfield Elementary School
- B. Novi Woods Elementary School
- C. Orchard Hills Elementary School
- D. Parkview Elementary School
- E. Village Oaks Elementary School
- F. Novi Meadows Upper Elementary School
- G. Early Childhood Education Center (ECEC)

SCHEDULE C

Payments

Section 1. District Payments to Provider

District will not pay Provider for any of the Services described in the Agreement.

Section 2. District Payments to Provider – Details N/A

Section 3. Invoicing and Payment – District Payments to Provider - N/A

Section 4. Provider Payments to District

District will charge Provider a facility use fee or revenue share for use of the District's facilities.

4.1 Provider agrees to pay the District a portion of the Provider's outside-of-school childcare programming, parent/guardian paid revenue at each site per year calculated based on the structure noted below. The provider will remit payment to the District, semi-annually in January and June.

Provider will calculate the revenue share based on the following parameters:

- 5% revenue share applied to eligible revenue including base rates + annual CPI
- 45% revenue share applied to revenue exceeding the base+annual CPI calculation
- CPI shall mean the annual Consumer Price Index for All Urban Consumers (CPI-U), [Midwest Region], as published by the U.S. Bureau of Labor Statistics. The CPI index used for all adjustments under this Agreement shall remain fixed for the entire Term and shall not be changed by the Provider.
- Notwithstanding the foregoing, any annual CPI-based increase shall not exceed 5% in any contract year.
- Provider shall provide written documentation supporting each CPI adjustment, including the applicable index, reference period, and calculation methodology. The District reserves the right to audit and verify all CPI-based adjustments upon reasonable notice.
- The base rates will reset annually to reflect annual price increases as agreed between the Provider and the District.
- Total revenue share shall not exceed 10% of net outside of school parent paid revenue annually

SCHEDULE D

Facilities License and Building Use Agreement

THIS FACILITIES LICENSE AND BUILDING USE AGREEMENT (“License Agreement”) is entered into as of the above date by and between NOVI COMMUNITY SCHOOL DISTRICT (“District” or “Licensor”), and RIGHT AT SCHOOL, LLC a limited liability company organized under the laws of the State of Delaware (“Licensee”). The Licensor and Licensee also are referred in this Agreement each as a “Party” or collectively at the “Parties” as appropriate.

In consideration of and in accordance with the terms, covenants and conditions set forth hereinafter and in the Parties Services, Facilities License And Building Use Agreement (“Services Agreement”), the District hereby licenses to Licensee and permits Licensee to use parts of the School Facilities described in Subsection 1.2 below. Individually, each facility is a “School Facility.” Collectively the facilities also may be referred to as the “Properties.” Each School Facility also may be referred to in this License Agreement as a “School.”

Section 1. Specific Terms.

1.1 Identity and Addresses of Parties.

Licensor:

Novi Community School District
25425 Taft Road
Novi, MI 48374

Licensee:

Right At School, LLC
909 Davis Street, Suite 500
Evanston, Illinois 60201

1.2 Description of Properties.

Licensor hereby licenses to Licensee, for operation of Licensee’s student enrichment programs, designated spaces in the following Properties owned and operated by Licensor. The specific classrooms and other spaces in each Property to be used by Licensee shall be determined by agreement between the District or School principal at each Property and Licensee.

- A. Deerfield Elementary School
- B. Novi Woods Elementary School
- C. Orchard Hills Elementary School
- D. Parkview Elementary School
- E. Village Oaks Elementary School
- F. Novi Meadows School

G. Early Childhood Education Center

1.3 Effective Date.

The Effective Date of this License Agreement shall be the same as the Effective Date of the Services Agreement

1.4 Term.

The Term of this Licensing Agreement shall be the same as the Term of the Services Agreement.

1.5 Permissible Use of Properties.

1.5.1 Licensee shall use the Properties for the purposes described in the Services Agreement and this License Agreement and shall not use or permit the Property to be used for any other purposes without the prior written consent of the District.

1.5.2 Licensee provides out of school time enrichment programs, including but not limited to after school, before school, winter-break, spring-break, and professional development day programming, and summer camp programs pursuant to a Services Agreement, (collectively, the "Programs").

1.5.3 The Programs are parent-paid programs and will not be subsidized by the District unless the Parties have indicated otherwise in the Services Agreement.

1.5.4 The Licensee's after school, before school, professional development day programs, winter break, spring break, and summer programming are limited to students enrolled in the district and children of District employees and coaches who may not be students within the District.

1.5.5 The restriction set forth in the previous section regarding District students shall not apply to Provider's winter-break, spring break and summer camp programs which shall be available to all children without regard for their enrollment or residence in the District.

1.5.6 The Licensor may provide authorization to Licensee to provide Programs at additional schools in the District, which authorization either Party may accept or reject in writing in their sole discretion. If both Parties approve an authorization to operate Programs at one or more additional schools, such Programs shall be operated in accordance with and subject to this Agreement.

Section 2. Exterior Signs.

Licensee shall not permanently affix any signs to the exterior of the Properties without the written approval of the District. This section does not prohibit Licensee's use of temporary signs or other materials related to Licensee's programs.

Section 3. Improvements.

Licensee is not authorized to and agrees that it will not place or construct any improvements ("Improvements") on the Property without the prior written approval of the District. Licensee shall be deemed to be the owner of all Improvements until the expiration or sooner termination of this Agreement. The Licensee shall remove Improvements no later than the end of the Term unless directed otherwise in writing by the District.

Section 4. Subletting and Assignment.

Licensee shall not sublet the Property in whole or in part, and shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of the District, which consent may be subject to such conditions as the District may reasonably impose. This provision does not prohibit Licensee from offering elective courses provided by third-party entities subject to the District's prior approval of such courses and entities.

Section 5. Maintenance and Repairs.

5.1 By Licensee.

Licensee shall have the obligation to use the spaces in the Properties designated for its Programs in a clean and orderly manner including placing toys and other equipment of Licensee in storage areas at the end of each program day and placing trash in containers provided by the District.

5.2 By the District.

The District shall have the obligation to clean, maintain and repair the Properties in all other respects.

Section 6. Rent or License Fees

Provider shall pay District the revenue share set forth in Schedule C.

Section 7. Termination; Insurance; Indemnification.

The termination, insurance and indemnification terms and conditions in the Services Agreement shall apply to this Licensing Agreement.

Section 8. Notices.

Any notice to be given hereunder shall be in the same manner set forth in the Services Agreement.

Section 9. Miscellaneous

9.1 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document.

9.2 Modification.

This Agreement may not be modified or amended except in writing signed by both Parties hereto.

9.3 Nonwaiver.

No waiver by the Parties of any provision of this Agreement or of any breach by a Party hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Licensee of the same or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth in the Services Agreement.

NOVI COMMUNITY SCHOOL DISTRICT

RIGHT AT SCHOOL, LLC

By

By

Date: _____

Date: _____