

Null Education Services and Building Thinking Classrooms

AGREEMENT FOR SERVICES AND PRODUCTS

This Agreement for Services and Products ("Agreement") is entered into this day of **September 25, 2025** (the "Effective Date"), by and between **Null Education Services, LLC**, located at 1533 Freswick Dr. Folsom, CA 95630 United States ("NES") and **Franklin Community Schools** with offices at **998 Grizzly Club Drive, Franklin IN 46131** ("CLIENT")

1. Services. Client desires to contract with NES for services related to the Client's professional learning or other expressed learning needs (the "Services"); and NES desires to provide such Services to the Client, delivered by a Dr. Peter Liljedahl as further described in the Investment and Timeline attached hereto as **Exhibit A**.

- a. Live Events (On-Site).

Services concerning on-site professional development, including, and without limitation: keynotes, workshop days, implementation days and coaching days shall be considered "On-Site Event" NES, the Client, and Peter Liljedahl will establish and agree on final dates with Client as documented in **Exhibit A**. For any On-Site Event, Client shall: (1) employ appropriate safety measures to ensure the safety of the Event participants and Peter Liljedahl (e.g., to reduce the spread of COVID-19); and (2) inform its participants (a) of all risks associated with attending an On-Site Event, (b) that by participating in the On-Site Event, the participants will be deemed to have assumed all such risks, and (c) that NES and Peter Liljedahl shall have no liability whatsoever arising from or related to any Client participant's attendance and participation in any On-Site Event.

- b. Live Events (Virtual Synchronous).

Services consisting of a live, virtual presentation by a Peter Liljedahl shall each be considered a "Virtual Synchronous Event". Virtual Synchronous events may take one of several forms, including and without limitation: virtual workshops, virtual keynotes, or virtual coaching.

On-Site Events and Virtual Synchronous Events are hereby collectively referred to as "Live Events."

- c. Virtual Asynchronous Events. Services may also include access to (1) webinars which were recorded independent of this Agreement, or (2) any pre-recorded virtual development such as keynotes, workshops, implementation, and coaching as approved by NES in its sole discretion, (a "Virtual Asynchronous Event").

2. Recording of Live Events or Virtual Asynchronous Events

- a. The Client shall not be permitted to independently photograph, audio tape, video tape, or otherwise record or broadcast any Live Event or Virtual Asynchronous Event, Peter Liljedahl presentation, or any of the Materials and/or Services provided by NES under this Agreement, in whole or in part, in any manner whatsoever without prior written permission.
- b. The Client may request permission to record an event. Permission is subject to NES approval, provided it is received by NES no fewer than seven (7) business days from the commencement of a scheduled Event. Notwithstanding the foregoing, Client acknowledges and agrees that the approval of such a request to record any event shall be made by NES in its sole discretion, and that such a request is subject to the terms of Ownership and Rights set forth in Paragraph 4 “Ownership/Rights”. Client further acknowledges and agrees to inform each of its participants that it is being recorded and that by participating they are providing their individual consent.
- c. For any event where permission to record has been granted, the following restrictions apply:
 - i. The recording may only be used within the Client’s school or district for those attendants who were registered to attend at the time of the event.
 - ii. The Client may not post the recording in any publicly accessible platform, website, or other online entity.
 - iii. The Client may not upload the contents of the recording into any Generative Artificial Intelligence (AI) tool.
 - iv. The Client may not sell access to the recording.
 - v. The Client may not use the recording or its contents to deliver their own local or personal professional development workshops, keynotes, or other such events.
 - vi. The Client must permanently delete the recording after 45 days.

3. Ownership/Rights. Peter Liljedahl will own or hold the necessary rights to any materials or other work product created, developed or distributed by himself or by NES for any On-Site Event, Virtual Synchronous Event, or Virtual Asynchronous Event (collectively, “Event”) under this Agreement including, without limitation, any Event handouts, materials, slides, chat files or other transcripts of certain Synchronous Events and Asynchronous Events, or any survey data, results, reports or other related content or deliverables (collectively, “Materials”). No rights to any of the Materials shall be conveyed to Client except as expressly set forth herein:

- a. Client may request in writing to share or distribute Materials to internal stakeholders. Written permission must be obtained from NES, and for any event where request to share Materials has been granted, the following restrictions apply:
 - i. The Client shall in no way alter the Materials

- ii. The Client may only share Materials within the Client's school or district for those attendants who were registered to attend at the time of the event.
- iii. The Client may not post the Materials in any publicly accessible platform, website, or other online entity.
- iv. The Client may not upload the contents of the Materials into any Generative Artificial Intelligence (AI) tool.
- v. The Client may not sell access to the Materials.
- vi. The Client may not use the materials to deliver their own local or personal professional development workshop, keynotes, or other such events.

4. Requesting Scheduling Changes. The Client may request to (1) reschedule the date of a Live Event (2) change and reschedule a Virtual Synchronous Event to an On-Site Event or (3) change and reschedule an On-Site Event to a Virtual Synchronous Event upon ninety (90) calendar days' advance written notice of a scheduled Live Event, subject to the following terms.

- a. A date change request is subject to NES approval and Peter Liljedahl's availability and agreement.
- b. For approved date changes, Client will reimburse NES for any additional costs or expenses incurred by NES and/or Peter Liljedahl of such rescheduled Live Event.
- c. In the event of a schedule change request made by the Client within thirty (30) calendar days, if NES cannot rebook the previously-held date with another client, NES may charge up to twenty-five percent (25%) of all Services expenses set forth in **Exhibit A**. If the Client then requests to cancel the rescheduled date, NES may charge Client up to 60% of the original Services expenses set forth in **Exhibit A**.

5. Venue setup. The following conditions relate to workshops and are designed for an optimal participant experience and effective modeling of pedagogy. These conditions are non-negotiable.

- a. For in-person workshops, the room must be set up with vertical whiteboards for every group of three (3) participants along with one (1) black whiteboard marker and one (1) eraser per group. The client shall—at their own expense—furnish such materials (Wipebook or other equivalent), but surfaces must be erasable, and there must be one for every group of three participants.
- b. Further, for in-person workshops, participants will stand for large portions of the workshop and will sit for other portions. Thought must be given to furniture placement. There must be a cleared space of at least six (6) feet where whiteboards are placed, room for participants to gather standing in a group, and room for participants to sit down.
- c. For Virtual synchronous workshops, Client must inform participants in advance that this is a workshop that includes activities in which they will engage. As such, they must join from

an individual, audio and video enabled, device in a separate room. Smart phones and tablets will not be sufficient for participation.

- d. It is only permitted to have registrants in one single room watching a session if the session is a Virtual Keynote.

6. Term and Termination. The term of this Agreement will commence on the Effective Date listed at the outset of this Agreement and will remain in effect for one year or until NES has completed the Services and/or delivered the Products described in **Exhibit A**. Either party may terminate this Agreement without cause upon ninety (90) calendar days' advance written notice subject to the following terms.

- a. For all Live Events: (1) in the event of termination by Client more than ninety (90) calendar days of a scheduled Live Event, NES will be paid any expenses incurred as of the effective date of termination including, without limitation, Peter Liljedahl's costs, NES's non-refundable travel costs, and non-refundable venue deposits (collectively, "NES Expenses"); (2) in the event of termination by Client between ninety (90) and forty-five (45) calendar days of a scheduled Live Event, NES will be paid fifty percent (50%) of all Services amounts set forth in **Exhibit A** related to the canceled Live Event and NES will be reimbursed for all NES Expenses including, without limitation, Peter Liljedahl's ' fees and costs; (3) in the event of a termination by Client within forty-five (45) days, NES will be paid one hundred (100%) of all Services amounts set forth in Exhibit A; and (4) said foregoing amounts and expenses due based on such early termination under (1), (2), or (3) above by Client will be paid by Client to NES within ten (10) days of the termination date.
- b. Notwithstanding anything herein to the contrary, should any NES program relating to the Services described in **Exhibit A** become unavailable or rights to the NES program be subsequently modified or changed in any manner, and NES is unable to substitute other services related to the NES program on terms acceptable to Client, NES shall have the right to immediately terminate this Agreement without any liability or penalty whatsoever.

7. Compensation. NES will be paid the amounts outlined in **Exhibit A**.

- a. NES retains the sole discretion to issue invoices to the Client upon the culmination of any individual event, whether it spans a single day, transpires over consecutive days, or comprises a series of interconnected events.
- b. This clause empowers NES to exercise its judgment in determining the appropriate timing and frequency of invoicing, ensuring the efficient management of financial transactions related to the events conducted.
- c. Except as otherwise provided herein, Client will pay NES all amounts due hereunder within thirty (30) days of receipt of invoice.
- d. Should the Client wish to submit a purchase order or purchase order number as part of the invoicing process, the purchase order must be received by NES no less than 15 days prior to the start of an event or series of events.

- e. Should the Client wish to pay through credit card or bank transfer (excluding ACH payment up to \$15,000), NES will charge the Client up to 3% of the invoice total to cover applicable fees.

8. Warranties.

- a. NES represents and warrants (1) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (2) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Client represents and warrants that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such a circumstance.
- b. EXCEPT AS OTHERWISE PROVIDED HEREIN, NES PROVIDES ALL PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WEBINARS, AND/OR ANY RELATED MATERIALS IN AN "AS-IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NES DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY CONCERNING THE AVAILABILITY OF A WEBINAR OR THE USE OF ANY SERVICE OR PRODUCT FOR A PARTICULAR PURPOSE.

9. Indemnification. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that Franklin Community School Corporation's obligation to hold Null Education Services, LLC harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Franklin Community School Corporation as an instrumentality of the State of Indiana and/or an Indiana public school corporation (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that Franklin Community School Corporation's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party."

10. Limitation of Liability. Notwithstanding anything herein to the contrary, except for NES' indemnification obligations set forth in Paragraph 9, NES shall not be liable for any indirect, special, incidental, punitive or consequential damages EVEN IF NES HAVE BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. IN ADDITION, NES SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE CLIENT'S USE OR INABILITY TO ACCESS OR OTHERWISE USE THE PRODUCTS, SERVICES AND/OR ANY OTHER PART OF THE SERVICES (INCLUDING ANY PROVIDED BY THIRD PARTY PROVIDERS). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF NES FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CLIENT'S DIRECT DAMAGES ACTUALLY INCURRED NOT TO EXCEED THE AMOUNTS RECEIVED BY NES FROM CLIENT UNDER THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD PRECEDING CLIENT'S ASSERTION OF LIABILITY. IN ADDITION, IF CLIENT IS A COMPANY DOING BUSINESS IN CALIFORNIA, CLIENT HEREBY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"* AND CLIENT HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES OR OTHER RULES OR REGULATIONS THAT MAY APPLY. THE EXCLUSIONS SET OUT HEREIN ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by NES is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond NES's reasonable control which would render the scheduled Live Event and/or the attendance of Peter Liljedahl of such scheduled Live Event impossible, illegal or impracticable, NES's nonperformance shall be excused and NES shall not be responsible to the Client for failure or delay in performance of its obligations under this Agreement.

12. Notices. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, or by a U.S. nationally recognized overnight delivery service, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.

13. Subcontracting. In the event Peter Liljedahl becomes unavailable to attend a Live Event, NES may, in consultation with the Client and subject to an addendum to this Agreement, substitute Peter Liljedahl with another available Facilitator and/or reschedule the Live Event. If the agreed-upon subcontractor should, for any reason, become unavailable to deliver the Services, NES has the right to substitute the subcontractor, with express approval of the Client.

14. Additional Services. Client agrees that any interest for additional Building Thinking Classrooms Services will be discussed with Peter Liljedahl and consequently directed to and contracted exclusively with NES.

15. Confidentiality. Both parties agree to maintain strict confidentiality regarding all terms, conditions, and financial details, and personally identifiable student information disclosed or discussed during the course of this contract. This obligation of confidentiality shall extend indefinitely beyond the termination or expiration of this contract. Neither party shall disclose such information to any third party without the prior written consent of the other party, except as required by law. Any breach of this confidentiality provision shall constitute a material breach of the contract and may result in legal action and remedies for damages.

16. Miscellaneous. This Agreement (including **Exhibit A**) constitutes the entire agreement between NES and Client , and supersedes all prior agreements, representations, and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both NES and Client ; provided however, that Live Event dates and Asynchronous Webinar access periods may be modified or otherwise agreed to by the parties via email in accordance with the terms of **Exhibit A**. In the event of a conflict between a term of this Agreement and a term of **Exhibit A**, the term of this Agreement will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Client document, form, or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of Indiana without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved through litigation which shall be brought in the State Courts of Johnson County, Indiana, or in the Federal District Courts for the Southern District of Indiana. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

Accepted and agreed to by:

Name

Title

Signature

Date

Email: _____

Phone: _____

Null Education Services

Signed by:

Jeffrey Null

Jeff Null

34155D73F8804B6...

10/7/2025

Date

jeff@nulleducationservices.com

(510) 557-5971

Please provide the following information to ensure proper billing:

Billing Contact Name:

Title:

Billing Name:

Email Address:

As you sign and return this document, please also forward a Purchase Order. Thank You!

Exhibit A

Investment Information

Services

Date	Service/Title	Price
February 9-13, 2026	BTC Weeklong Workshop	\$25000 + 80% of all ticket revenue
		\$
Services Subtotal		\$25000 + 80% of all ticket revenue
Estimated taxes*		\$
Services Total		\$25000 + 80% of all ticket revenue

*For non tax-exempt Clients, Null Education Services reserves the right to reflect all state taxes levied on us onto the final invoice, beyond what is reflected in this agreement.