

ELDT SUBSCRIPTION AGREEMENT

(REVISED: July 2025)

This Subscription Agreement (the "Agreement") is made and entered into as of the Effective Date below, by and between Vertical Alliance Group, Inc., a Texas corporation, with a principal mailing address located at P.O. Box 780, Texarkana, Texas 75504 ("VAG") and the subscriber listed below ("Subscriber"). Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in Exhibit A, which is attached hereto and incorporated herein by reference.

Subscriber Name: Jackson County School District - MS
 (Name of Subscribing Company)

Billing Address: Michael Henry mhj888@jcsd.ms
 (Billing Contact Full Name) (Email Addresses that should receive the invoice)

10900 Yellow Jacket Blvd. Ocean Springs MS 39564
228-283-3000 mhj888@jcsd.ms up to 55
 (Phone) (Fax) (Subscriber Email Address) (Number of Users)

1. **The Services.** Subject to the terms and conditions of this Agreement, Subscriber engages VAG to provide the following services (the "Services") as specified herein for the fees indicated below.

	Services	Yearly Agreement \$940.00
1.	Company-licensed access to the Infit-1™ Workforce System <ul style="list-style-type: none"> - Licensing of the Infit-1™ Workforce System - Software updates and upgrades included at no additional charge 	Included
2.	Consultation and User Training services <ul style="list-style-type: none"> - Test administration services (time-stamping) - Data Back-up, and Storage - Administrator Training, ROI consultation - Unlimited access to monthly training seminars 	Included
3.	Infit-1™ Workforce System Content and Custom Content <ul style="list-style-type: none"> - Includes all ELDT modules - Deliver custom documents, PowerPoints, and videos that are provided by Client (collectively "Custom Content") (maximum of 20 items per year - additional cost after 20) - Vertical Alliance will upload and/or convert into proper medium to be delivered on Infit-1™ Workforce System with test questions provided by Client 	Included
4.	Strategic Partnership Tracking: Boot Camp <input type="checkbox"/> Insurance <input type="checkbox"/> State <input type="checkbox"/>	
CONTRACT PROVISIONS: ELDT Only Contract. Includes all Class A, B, S,P, and H Endorsement Training. With the ability for Automatic reports transmitted to FMCSA TIPS Contract # 220105 The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "B" is hereby incorporated into the Agreement between the parties.		

 VAG, Inc.

2 **Term.** The term of this Agreement is for one (1) year, unless sooner terminated pursuant to Section 6 (Termination) of Exhibit A (Terms & Conditions)

Commencing on xx/xx/xxxx and Continuing until xx/xx/xxxx

EXHIBIT A
TERMS AND CONDITIONS

1. LICENSE GRANT.

- A. Subject to the terms and conditions of this Agreement, Subscriber is granted a non-exclusive, non-transferable license to use and access the online learning management technology (the "Services") as set forth on the signature page. The content and programs of the services may be expanded, restricted, updated or otherwise changed by VAG in its sole discretion at any time. The Services and products offered by VAG is the property of VAG and is protected by copyright and other laws relating to proprietary rights. VAG retains all rights in its respective properties worldwide. This Agreement does not convey or transfer any ownership rights in the Services or products offered by VAG and there are no implied rights.
- B. Upon expiration or termination of the license set forth herein and/or termination of this agreement, subscriber will delete any information relating to the services from its computer(s), handheld devices and server(s) and return any written documents or training materials provided by VAG. Subscriber agrees to provide VAG with a written statement, signed by an authorized representative, which certifies its compliance with the foregoing obligations.

2. ACCESS.

- A. Following execution of this agreement by VAG and Subscriber, VAG will enable the Services subscribed to herein. Each subscription will be for the license term set forth on the signature page and may be longer if renewed (the "Term"). The Services may only be used by authorized users. For purposes of this Agreement, the authorized users can include any current employee, or independent contractor, of Subscriber who: (i) is designated by Subscriber, and (ii) individually agrees to the terms and conditions of the terms of use required to be agreed to by users of the Services (the "Terms of Use").
- B. If a user designated by Subscriber does not agree to the Terms of use as required, he or she will not be permitted to access the Services. The parties acknowledge, however, that notwithstanding such authorized user's acceptance of the Terms of Use upon access to the Services, the provisions of this Agreement sets forth the rights and obligations of the Subscriber and its authorized users.
- C. Subscriber will not swap, share or reclaim user IDs under any circumstance. Should VAG become aware of such misuse indicated in this Section 1(c), VAG reserves the right to disable the user ID(s) and terminate all use of the Services and products by the user(s).

- 3. **SUBSCRIPTION FEES.** VAG will invoice Subscriber as set forth on the signature page for the Services, and Subscriber will pay VAG the applicable subscription fees no later than ten (10) days from the invoice date.
- 4. **TAXES.** The subscription fees set forth on the signature page or any order form issued under this Agreement, and any other amounts payable to VAG hereunder, do not include taxes. Subscriber will be responsible for payment of all applicable taxes, however designated or incurred, in connection with the transactions under the Agreement, including without limitation, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments ("Taxes").
- 5. **SUBSCRIBER RESPONSIBILITIES.** Subscriber is responsible for (1) installing and maintaining all equipment and software necessary to access the Services and products provided by VAG and (2) paying any fees or charges payable to Internet access providers or other services used to access the Services and products. Subscriber agrees to comply with all applicable laws and regulations, including, but not limited to, those related to privacy, copyright, trademark, other intellectual property rights, data privacy, communications, defamation, trade regulations and all tax laws and regulations.

6. **TERMINATION.** Either party may terminate this Agreement immediately upon written notice in the event that (a) the other party materially breaches any term or condition of this Agreement, or (b) the other party becomes insolvent, files or has filed against it a petition in bankruptcy, dissolves or proposes dissolution, or liquidation. VAG also may suspend or terminate any authorized users access to the Services without notice if, in VAG's sole discretion, the use of the Services violates the terms and conditions of this Agreement. The provisions of Sections 1 through and including 15 of this Agreement will survive termination of this Agreement.
7. **LIMITATIONS ON USE.** Subscriber's use of the Services is expressly subject to the restrictions set forth herein. If VAG detects or becomes aware of any failure to comply with any of these restrictions, it may terminate Subscriber's access to the Services immediately without refund.
- A. Subscriber may not reproduce, retransmit, distribute, disseminate, sell, license, sublicense, lease, publish, broadcast or circulate any content or other materials accessed through the Services, except in accordance with the fair use doctrine under the copyright laws of the United States.
 - B. Subscriber agrees not to deposit or upload any materials other than those used directly by you for the purposes contemplated by this Agreement.
 - C. Subscriber shall not use the service to post any content that is obscene, pornographic, excessively violent, harassing, or otherwise objectionable; defamatory, libelous, threatening or harassing.
 - D. Subscriber shall not post any content that violates any privacy rights, copyrights, trademarks, patents, or other intellectual property rights of others; subscriber shall not introduce viruses, worms or other harmful code.
8. **INDEMNIFICATION.** Subscriber shall defend, indemnify and hold VAG and its affiliates, agents, employees, directors, and suppliers (each, an "Indemnitee" and collectively, the "Indemnitees") harmless against any claims, liabilities, causes of actions, losses, damages, judgments, costs and fees (including attorney's fees and disbursements) that an indemnitee may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of (i) the willful, fraudulent, or grossly negligent acts or omissions of Subscriber, (ii) Subscriber's use of the service or any information contained therein, and (iii) Subscriber's material breach of any representation, warranty, or obligation of Subscriber set forth herein.
9. **DISCLAIMERS. THE SERVICES, PRODUCTS AND THE CONTENT ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. VAG, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, AND SUPPLIERS EXPRESSLY DISCLAIM ANY SUCH WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR FREEDOM FROM VIRUSES. VAG DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE ERROR FREE OR WITHOUT INTERRUPTION. ALL LIABILITY WITH RESPECT TO THE ACCURACY, RELIABILITY AND/OR QUALITY OF THIRD-PARTY CONTENT SHALL REMAIN WITH THE RESPECTIVE CONTENT PROVIDER, AND SUBSCRIBER SHALL HAVE NO REMEDY AGAINST VAG WITH RESPECT TO THE SAME.**
10. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL VAG, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, SUPPLIERS BE LIABLE TO SUBSCRIBER, OR ANYONE CLAIMING THROUGH SUBSCRIBER, FOR (1) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH SUBSCRIBER'S USAGE OF THE SERVICES, PRODUCTS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SAME OR THE CONTENT ACCESSIBLE THROUGH THE SERVICES, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAD BEEN FORESEEABLE. SUBSCRIBER AGREES THAT THE LIABILITY OF VAG,

ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS AND SUPPLIERS HEREUNDER IS LIMITED SOLELY TO SUBSCRIBER DIRECT DAMAGES AND IN NO EVENT SHALL IT EXCEED, IN THE AGGREGATE, THE TOTAL SUBSCRIPTION FEE PAID HEREUNDER. SOME STATES DO NOT ALLOW THE LIMITATIONS ON LIABILITY AND IMPLIED WARRANTIES SET FORTH ABOVE. ACCORDINGLY, NOT ALL OF THE LIMITATIONS SET FORTH IN THIS SECTION MAY APPLY TO SUBSCRIBER.

11. NOTICES. All notices required or permitted under this Agreement must be in writing, must reference this Agreement and will be deemed given when deposited in any United States postal facility, with sufficient postage affixed, for delivery by registered or certified mail, return receipt requested, and addressed to the party's address set forth on the signature page. All communications must be sent to the contact information set forth on the signature page hereto or to such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11 (Notices).
12. DATA RETENTION AND DELETION. Upon termination of this Agreement, VAG shall permanently delete or render unreadable all or certain subsets of Subscriber's User Data (as defined below) in VAG's possession; provided, however, that if requested by Subscriber, VAG will either (i) retain Subscriber's User Data, subject to the terms and conditions of a separate agreement which VAG and Subscriber will enter into establishing the terms of the relationship, or (ii) transfer such Subscriber User Data to a platform or database designated by Subscriber and, if no such platform or database is designated by Subscriber within thirty (30) days of termination, VAG will download Subscriber's data and information onto a secure, external storage device and provide it to Subscriber; in each case, unless otherwise agreed upon in writing by VAG and Subscriber at such time, Subscriber will pay VAG for such services on a time and material basis at VAG's then current hourly rates and reimburse VAG for any expenses incurred in connection with such service. In the event VAG determines that return or destruction of Subscriber User Data is not reasonably feasible or if VAG is required by applicable law to retain any such Subscriber User Data, VAG shall notify Subscriber thereof and limit any further processing to those purposes that make the return or destruction infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any Subscriber User Data remains in the custody or control of VAG. For purposes of this Agreement, "User Data" means all data entered into the Infinit-ITTM Workforce System or provided to VAG by or on behalf of Subscriber as such data is maintained by VAG from time to time.
13. COLLECTION OF TECHNICAL DATA; LICENSE TO USE CUSTOMER DATA. Notwithstanding anything to the contrary herein, VAG shall have the right to collect and analyze data and other information relating to the provision, use and performance of the services and related systems and technologies, and VAG will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other service offerings, and (ii) disclose such data solely in aggregated or de-identified form in connection with its business. Subscriber grants to VAG a non-exclusive, transferrable, sublicensable, worldwide, royalty-free license to use and disclose User Data as necessary to perform its obligations under this Agreement and for purposes of (i) monitoring, improving, and correcting the performance of the Services, developing enhancements to the Services, developing new products, and other internal business purposes; (ii) compiling statistical information (including without limitation aggregating User Data with other data); (iii) aggregating User Data with other data; (iv) creating de-identified versions of User Data; and (v) in perpetuity using, reproducing, preparing derivative works of, and distributing such aggregated or de-identified data for any lawful purpose and to grant sublicenses for the foregoing. Subscriber represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to VAG the license set forth herein. [Subscriber shall indemnify, defend, and hold harmless VAG, its affiliates, and their respective directors, officers, employees, and agents from and against any losses arising from or related to a claim of a third party with respect to a breach of the foregoing representations and warranties of Subscriber.]¹¹

14. **FORCE MAJEURE.** VAG shall not be liable for, nor shall VAG be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of the elements, fire, natural disaster, acts of God or other causes beyond its reasonable control.
15. **MISCELLANEOUS.** This Agreement and the parties' obligations hereunder will be governed by the laws of the state of Texas, without giving effect to the conflict of laws provisions thereof. Subscriber shall not assign this agreement or any of its rights or obligations hereunder in whole or in part, whether by operation of law or otherwise, without the advance, written consent of VAG. Any purported transfer or assignment in violation of this Section shall be null and void and of no force and effect. This Agreement and any applicable order forms issued hereunder, constitutes the entire understanding of both parties with respect to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, written or oral and any terms and conditions set forth on any purchase order issued by Subscriber. No waiver or modification of this Agreement will be valid or binding unless in writing and signed by both parties and no waiver of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default. In the event any of the provisions of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be deemed impaired and a similar, enforceable provision shall be substituted in the place of the invalid or unenforceable one.

SUBSCRIBER ACKNOWLEDGES THAT HE/SHE UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL OF THE TERMS AND CONDITIONS SET FORTH ON EXHIBIT A (TERMS AND CONDITIONS) HERETO. SUBSCRIBER AGREES BY SIGNING THAT THEY ARE AUTHORIZED TO MAKE THIS COMMITMENT FOR THEIR COMPANY.

VERTICAL ALLIANCE GROUP, INC.:

SUBSCRIBER:

By: Stephanie Boggiano- Barbre

Signature: _____

Name: Stephanie Boggiano- Barbre

Printed Name: _____

Title: Account Executive

Title: _____

Date: 08/07/2025

Date: _____

EXHIBIT "B"

JACKSON COUNTY SCHOOL DISTRICT STANDARD CONTRACT ADDENDUM

WHEREAS the Jackson County School District (hereafter "JCSD"), is a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, Vertical Alliance Group, Inc., does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the Jackson County School District and Vertical Alliance Group, Inc. regarding the ELDT subscription agreement (Revised July, 2025) as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum. Further, terms and provisions to the contrary notwithstanding, absent specific statutory authority, no contract can be entered into that binds a successor JCSD Board of Education.

2. Governing Law/Venue/Exclusive Jurisdiction: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the JCSD submits to the personal jurisdiction of the State or Federal Courts having jurisdiction over Jackson County, Mississippi.

3. Indemnity: The JCSD shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify or hold harmless any entity or party to the contract, or any other party, and shall not be liable under any scenario for the other party's legal fees.

4. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the JCSD's recovery resulting from the breach of any applicable warranties whether expressed, implied or common law, shall be of no force or effect. JCSD does not make any warranty, and any provision stating or implying that JCSD is making a warranty shall have no force or effect.

5. No Waiver of Damages: Notwithstanding any provision to the contrary that may be found in the contract, supplemental terms or terms of use that may be referenced therein, and solely to the extent necessary to comply with Mississippi law, any provision seeking to limit and/or waive the recovery by the JCSD of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, solely to the extent necessary to comply with Mississippi law, any provision seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect.

6. Arbitration: The JCSD shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the JCSD to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

7. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the JCSD to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

8. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation or limiting the time for JCSD to pursue legal action or for any purpose shall be of no force and effect.

9. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any applicable rights and/or remedies of the JCSD under the Uniform Commercial Code shall be of no force and effect.

10. Payments to Contractor: JCSD will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires JCSD pay the contractor sooner are deleted. Any provision that requires JCSD pay Contractor any late charges shall have no force or effect.

11. Confidentiality: JCSD is subject to the Mississippi Public Records Act and the Mississippi Accountability and Transparency Act of 2008, and any provision requiring confidentiality in violation of the public records law shall have no force or effect.

12. Availability of Funding: The continuance of any JCSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of JCSD. This contract is cancellable with thirty (30) days' notice to the vender at the end of the fiscal period in the event funds are not appropriated by the funding authority.

13. Conflict of Terms: To the extent there is a conflict between the terms of this addendum and contracting party's contract document and/or documents, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

14. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of Vertical Alliance Group, Inc. ELDT Subscription Agreement between the parties revised July, 2025 (pgs. 1-5) including Exhibit A Terms and Conditions, as well any other attendant document and/or documents or terms made a part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

Additional Terms and Provisions:

15. Any provision requiring JCSD to name the contractor as an additional insured is deleted. Any provision requiring JCSD to purchase insurance coverage beyond the coverage afforded JCSD pursuant to the Mississippi Tort Claims Act is deleted.

16. Any provision penalizing Jackson County School District for hiring an employee who works for the contracting party is deleted.

17. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

18. Any references to JCSD waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

19. JCSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law, including liquidated damages. JCSD does not agree to expend public funds for goods and/or services not received.

20. JCSD does not waive its sovereign immunity or any Constitutional Eleventh (11th) Amendment immunity to which it may be entitled.

Vertical Alliance Group, Inc.:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)