



Hybrid Staffing Proposal

Browning Public Schools + Fullmind

School Year 2025-2026

Created by:

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Fullmind | Hybrid Staffing Proposal Details

Start Date: 2025-08-18

End Date: 2026-06-05

Anticipated Educator Need

Specialized Educator - Full Time		
	\$638.73	
	\$766.48	
SWD, AP, Case Manager, SLP, Multilingual Learners, and other specialized instructional needs.		
<hr/>		
Billable Days per Educator		
187		
Cost per Full Time Educator		
\$83,968.61		
Educators Needed		
6		
<hr/>		
Discount		29.7 %
Discounted Daily Rate		\$449.03
Total Billable Days		1122
<hr/>		
Total		\$503,808.51

Specialized Educator Add-On Fee	\$60,000.00
Total Educator Costs	\$563,808.51

Staffing Fees

	Price	Quantity	Total
Hybrid Staffing Fee	\$5,463.64	1	\$5,463.64
Returning Educator Staffing Fee	\$2,500.00	5	\$12,500.00
Total Staffing Fees			\$17,963.64
Total			\$581,772.15

Payment Terms

Minimum and Maximum Purchase Amounts		
Minimum Purchase Amount	\$482,343.05	Invoiced upon receipt of signed agreement; applied to first placement of educators in district. Covers the cost of your first placed educators, along with related add-ons and fees.
Maximum District Budget	\$581,772.15	Total charges not to exceed maximum district budget. District can add new placements as needed without new contract. "Pay As You Need" Format.

Browning Public Schools will be invoiced based on the actual number of educators placed in their district. The following payment terms cover all educators, new and returning, to the district.

Hybrid Staffing Payment Terms	
Payment Terms	Net30
Minumum Purchase Amount	An invoice for the \$482,343.05 will be issued at the time of signing this agreement and will be due in accordance to the above listed payment terms.
Additional Payment Terms	



Customer Signature

Fullmind Signature

Ysiad Ferreira

Name

Name

CEO

Title

Title

2025-05-16

Date

Date



Fullmind: Hybrid Staffing Delivery Details

Fullmind Provides	Details of Services, On-Call Staff, and Equipment
Services Provided by Fullmind	<ul style="list-style-type: none">• High Quality Live Teaching• Full Service Live Class Delivery Management• School level classroom technology set up and day-to-day management of live online classrooms• Quality control of all live classes hosted on our the Fullmind LMS• Training of In-Class Facilitators• Educator support for grading, pacing, school meetings, and state aligned lessons plans as needed• 24/7 Live customer service and support for hybrid educators, in-class facilitators, and school/district administrators
Staff Provided by Fullmind	<ul style="list-style-type: none">• High quality, live, certified educator assigned as the teacher of record for requested classrooms• Dedicated operations manager to support implementation and classroom support• Academic coach to guide and audit Fullmind live instruction for district
Equipment and Technology Provided by Fullmind	<ul style="list-style-type: none">• Speakers, microphones, and classroom webcams as needed• Classroom access to the Fullmind LMS (unless otherwise agreed upon)

District Partner Provides	Information and Resources Required for Instruction
Staff Provided by District	<ul style="list-style-type: none">• 1 In-Class facilitator for each class period• 1 point of contact at the school level
Equipment and Information proved by Distrct	<ul style="list-style-type: none">• Classroom space• LCS screen or projector• Adequate internet access and bandwidth• Class roster, School calendar, Bell schedule• Necessary instructional documents (relevant IEPs, pacing guides, etc.)• Technology access to district reporting systems as needed



Fullmind | Hybrid Staffing Delivery Details

1. **Schools.**

The Services performed under this Scope of Work and Agreement shall be available to any school within the District as needed.

2. **Program Implementation.**

Fullmind will assign an operations manager to Browning Public Schools. The operations manager will work with Browning Public Schools to develop a mutually agreeable implementation timeline for each requisitioned educator.

Browning Public Schools will submit requisition forms to Fullmind as educator needs arise. Fullmind will partner with Browning Public Schools to staff requested positions as quickly as possible. Browning Public Schools will provide all necessary materials and support to enable a timely start to instruction, including content guidance, school calendars, bell schedules, classroom rosters, technology access, and connection to an in class facilitator. Fullmind reserves the right to delay the start of instruction if there is not sufficient information available for successful implementation of services, including:

- List of chosen courses - 30 calendar days before the first day of instruction
- Timeslots - 30 calendar days before the first day of instruction
- Information technology Check - 15 calendar days before the first day of instruction
- Classroom Coordinator - selected and available for training 15 days before the first day of instruction
- Student Roster- 7 calendar days before the first day of instruction

3. **Pricing and Service Period Fees.**

Position specific fees can be found in the placement **Requisition Form**. Unless otherwise stated, the fees are based on the services purchased and payment obligations are non-cancelable. Any fees paid for services rendered are non-refundable, except as otherwise specified herein. Each Requisition Form is incorporated into this Agreement in its entirety as if fully set forth herein.

Standard Fullmind pricing schedules and descriptions are included herein. Specific discounts, fee waivers, and custom pricing are described in the quote issued to the district as a part of this agreement.

Fullmind | Standard Hybrid Staffing Pricing and Service Descriptions

Subject Tiers Description		
Tier 1 Standard	Tier 2 Premium	Tier 3 Specialized
<ul style="list-style-type: none">• Elementary General Education• Math• General Sciences• Social Studies• ELA	<ul style="list-style-type: none">• Advanced Maths• Advanced Sciences• Advanced Social Studies• Advanced ELA• Foreign Languages• Electives• CTE Courses	<ul style="list-style-type: none">• Special Education• Advanced Placement• Multi-Lingual Learners• Case Manager



Hybrid Staffing Pricing Schedule					
Billable Days + Daily Rates					
Service	30-44	45-59	60-89	90-149	150+
Tier 1 Full Time Educator	\$582.79	\$558.51	\$534.23	\$509.94	\$485.66
Tier 1 Part Time Educator	\$349.68	\$335.11	\$320.54	\$305.97	\$291.40
Tier 2 Full Time Educator	\$600.28	\$575.26	\$550.25	\$525.24	\$500.23
Tier 2 Part Time Educator	\$360.17	\$345.16	\$330.15	\$315.14	\$300.14
Tier 3 Full Time Educator	\$766.48	\$734.54	\$702.60	\$670.67	\$638.73
Tier 3 Part Time Educator	\$459.89	\$440.72	\$421.56	\$402.40	\$383.24

Taxes. Our fees do not include taxes, levies, duties, or similar governmental assessments of any nature. This includes value-added, sales, use, or withholding taxes, accessible by any jurisdiction. You are responsible for paying all taxes associated with your purchases hereunder.

If we have legal obligation to pay or collect taxes for which you are responsible under this section, we will send an invoice for the applicable amount, unless you can provide a valid tax exemption certificate. For clarity, we are solely responsible for taxes assessable against Fullmind based on our income, property, and employees.

Suspension of Service and Acceleration. If this Agreement, or any additional Agreement for services, is thirty (30) or more days overdue, the customer agrees to pay 3% of the total value of the overdue invoice for every 30 days overdue. We reserve the right to suspend services if there are excessive overdue invoices. If we have legal obligation to pay or collect taxes for which you are responsible under this section, we will send an invoice for the applicable amount, unless you can provide a valid tax exemption certificate. For clarity, we are solely responsible for taxes assessable against Fullmind based on our income, property, and employees.

4. Fullmind shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Fullmind chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the "Teacher of Record") may miss certain Classes or Periods and Fullmind will use commercially reasonable efforts to provide a substitute teacher ("Substitute Teacher") for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).



5. Cancellation of Sessions.

If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.

Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

5.1 School Partner Service Disruptions

We understand that school logistics may change, requiring a disruption in agreed upon service dates and times. However, these service change requests require a significant amount of effort by our team and educators. We may, in our sole discretion, impose a service disruption fee, not to exceed 50%, of the value of the canceled classes.

5.2 Term and Service Period

This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number



Fullmind Master Service Agreement

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO AND EFFECTIVE AS OF 2025-05-16 ("EFFECTIVE DATE") BY AND BETWEEN iTutor.com, Inc., d/b/a Fullmind ("COMPANY") WITH RESPECT TO THE COMPANY'S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE "SERVICE") AND THE RELATING DOCUMENTATION AND Browning Public Schools, (THE "CUSTOMER" OR "YOU"). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

1. Certain Definitions

- 1.1 "District" is the administrative body that supervises Schools within a specified territory.
- 1.2 The current "Privacy Policy" of Company is available here. Company reserves the right to change the Privacy Policy form occasionally.
- 1.3 A "School" is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.
- 1.4 The "Scope of Work", attached hereto as Exhibit A, is the document which confirms the specific order details of Customer's purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.
- 1.5 "Service Period Budget" shall have the meaning specified in the Scope of Work. "Agreement Term Dates" shall have the meaning specified in the Scope of Work.
- 1.6 The "Site" shall mean the Fullmind LMS (<https://lms.fullmindlearning.com/>)
- 1.7 "Academic Year" shall mean 187 school days, excluding summer school and any breaks per Customers school calendar. Any additional requested days will be subject to billing at the agreed upon daily rate in the Statement of Work.
- 1.8 A "Student" is an individual enrolled in a school.



1.9 An "In-Class Facilitator" or "ICF" is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled. The ICF is responsible for reviewing Fullmind-provided asynchronous training materials prior to the first day with students.

2. Terms and Pricing:

2.1 The term and pricing of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

3. License Grants and Restrictions

3.1 Grant and Privacy Restrictions

3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work ("Authorized Schools"), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service ("Licensed Student"), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company's use of user information shall be limited to the uses provided under the Privacy Policy.

3.2 Ownership and Proprietary Rights

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter "Affiliated Parties").



3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. Login Codes

4.1 A unique user name and password ("Login Code") is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer's account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto.

4.2 Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School's computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. The Login Code section here is applicable to any services that occur on the Fullmind proprietary LMS.

5. Training and Support

5.1 Training and support services, if any, will be provided as described in the Scope of Work.



6. Fees, Payment Terms, and Collection

6.1 The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C ("Invoice") based on the number of Billable Days and/or Billable Hours (as defined in the Scope of Work). Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B ("Order Form") for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Scope of Services not contingent on implementation. The Customer shall pay any remaining balance on invoiceable services per the statement of Work by the contract end date unless otherwise agreed upon.

6.2 For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption.

6.3 Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company's standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request.

6.4 It is Company's policy to not carry credits forward from one academic year to another for unused classes. It is also Company's policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

7. Customer Responsibilities

7.1 School Point of Contact: The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.



7.2 Online Practices: Customer shall ensure that its Students and Classroom Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

7.3 Links: The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

7.4 Equipment: Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

8. Privacy, FERPA, and Compliance with Law

8.1 Company receives and handles personally identifiable information ("PII") as a "school official" under the United States Family Education Rights and Privacy Act, 20 U.S.C. 12329, 34 CFR Part 99 ("FERPA") for the purpose of delivering the Services as contemplated by this Agreement.

PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or



otherwise as expressly permitted by FERPA and other applicable laws.



It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

9. Information Security

9.1 Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users. All of Servers used by Company supporting the Services are secure and located within the United States.

10. Confidentiality

10.1 Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that:

- (a) is or becomes publicly available through no breach by the receiving party of this Agreement;
- (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records;
- (c) was acquired from a third party without any breach of any obligation of confidentiality;



(d) was independently developed by a party hereto without reference to Confidential Information of the other party; or

(e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section.

10.2 The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

11. Software Availability

11.1 The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

(a) Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;

(b) Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;



(c) Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;

(d) Issues related to third party domain name system (DNS) errors or failures; and

(e) Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

12. Non-Solicitation of Company Employees

12.1 Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee.

12.2 In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.



13. LIMITED WARRANTY, LIABILITY AND DAMAGES, INDEMNITY

13.1 Warranty Disclaimer: THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

13.2 LIMITED LIABILITY: NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

13.3 LIMITED DAMAGES AND REMEDIES: NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE.

NOTWITHSTANDING ANYTHING IN THIS MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

13.4 Indemnity: Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.



14. Termination

14.1 Term: This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well. The Customer will be subject to payment for any outstanding invoiceable services according to the SOW at the time of termination.

14.2 Termination: Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate:

- (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or
- (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

14.3 Effect of Termination: Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.



15. Miscellaneous

15.1 General Terms: Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

15.2 Remedies and Reserved Rights: Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site (or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site.

If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company:

- (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and
- (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and
- (c) terminate this Agreement immediately.



15.2 Disputes: HIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING.

Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions.

Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.