

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of July, 2018 (the “Effective Date”) by and between **SuccessEd, LLC**, a Delaware limited liability company (“SuccessEd”), and **Horizon Montessori Public Schools** (the “Licensee”). SuccessEd and Licensee shall each be considered a “Party” and, together the “Parties”.

WHEREAS, SuccessEd has developed a software service offering to assist school districts in meeting district and state early intervention, state Medicaid agency, and special education program requirements (the “Service”); *and*

WHEREAS, SuccessEd and Licensee are parties to a certain Software License Agreement dated July 1, 2015 which they seek to terminate and replace with this Agreement; *and*

WHEREAS, Licensee desires to subscribe to and use all or certain portions of the Service and SuccessEd is willing to allow Licensee to access and use the Service pursuant to the terms and conditions hereafter provided; *and*

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

1.1 “Affiliate” means any Person that Controls, is Controlled by, or is under common Control with a party.

1.2 “Confidential Information” means any business, marketing, technical, scientific, or other information disclosed by any Party which at the time of disclosure is designated as confidential or like designation; is disclosed subject to a confidentiality agreement, nondisclosure agreement, or other written agreement pursuant to which the Party that receives such information is required to keep the information confidential; or is otherwise disclosed in circumstances of confidence that should be understood to be confidential by the receiving Party in the exercise of reasonable business judgment. Certain non-public Documentation and other proprietary information about the Service (such as its non-public feature sets, performance capabilities, future product roadmap plans, Service pricing and similar information) shall be considered Confidential Information.

1.3 “Control” means, with reference to any Party, the ownership by a single person or entity of more than fifty percent (50%) of the securities or other ownership interests representing the voting equity interest of a Party.

1.4 “Customer Data” means all data entered into the Service by Licensee, or uploaded into SuccessEd’s servers for use with the Service, whether by Licensee or by SuccessEd at Licensee’s direction or with Licensee’s permission.

1.5 “Customer Requirements” means the minimum hardware and software requirements necessary for Licensee to be able to use the Service. Customer Requirements include:

1.5.1 Network

1.5.1.1 Service for adequate and continuous Internet connectivity.

1.5.1.2 Access to network though firewall and open ports as requested.

1.5.2 One or more workstation(s) or electronic device(s) that are compatible with:

1.5.2.1 Access to network with access to Internet.

1.5.2.2 Compatible browser.

1.5.2.3 A current version of Acrobat Reader.

1.6 “Documentation” means all user and operator manuals relating to the Service and that are provided to Licensee.

1.7 “Enhancement” means any modification or addition that, when made or added to the Service materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. SuccessEd may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Service Module.

1.8 “Error” means any failure of the Service to conform in any material respect to its or their published specifications.

1.9 “Error Correction” means either a modification or addition that, when made or added to the Service, brings the Service into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Service, avoids the practical adverse effect of such nonconformity.

1.10 “Improvement” means any improvement, enhancement, modification, derivative work, or upgrade made to the Service or any Improvement thereto.

1.11 “Intellectual Property” means any and all intellectual property whether protected or arising under the laws of the United States or any other jurisdiction, including all intellectual property rights in respect of: (i) copyrights and works of authorship, including any registrations therefor or applications for registration, (ii) trade secrets, know-how, and confidential technical or business information, (iii) patents and patent applications, and (iv) software and technology.

1.12 “Licensed Intellectual Property” means all Intellectual Property to the extent such Intellectual Property covers, uses, or is embodied, in whole or in part, in the Service or software support services.

1.13 “Licensee Facility(ies)” means any school or administration building operated by Licensee.

1.14 “Service Module” means one or more of the specific modules of the SuccessEd Software as set forth in the Exhibits as elected by Licensee.

1.15 “Service” means a proprietary, web-based software application and related technology offered by SuccessEd hereunder, including the online application software made available by SuccessEd in a

software-as-a-service pursuant to this Agreement. For purposes of this Agreement, the Service includes and is comprised of the object code and executable versions of the Software that makes up the Service and is made accessible to Licensee for the specific Service Modules elected by Licensee as set forth in the Exhibits, including any Improvements, modifications, fixes and/or updates actually made by SuccessEd during Term, along with all associated Documentation.

1.16 “Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or organization or body of any federal, state, county, municipal, local or foreign government or similar organization or body.

1.17 “Personal Health Information” means any individually identifiable information (including demographic information) relating to a person’s health, to the health care provided to a person, or to payment for health care, including, without limitation, information regarding policyholder data and customer lists, as covered by the Health Insurance Portability and Accountability Act, as amended from time to time.

1.18 “Releases” means new versions of the Service Modules that make up the Service, which may include Error Corrections and/or Enhancements.

1.19 “Software” means any and all (i) computer programs whether in source code or object code, (ii) computerized databases and compilations, and (iii) all user manuals and architectural and design specifications, training materials, and other Documentation relating to any of the foregoing.

1.20 “Student Confidential Information” means (i) all student education records as covered by the Federal Education Rights and Privacy Act, as amended from time to time (“FERPA”) (ii) all “Non-Public Personal Information” (as defined in the Gramm-Leach-Bliley Act of 1999, as amended from time to time); (iii) all Personal Health Information; and (iv) all information governed by consumer privacy laws in Licensee’s jurisdictions.

II. GRANT OF RIGHTS

2.1 Right to Use the Service. Subject to strict compliance with the terms and conditions of this Agreement, SuccessEd hereby grants to Licensee a personal, non-assignable, non-transferable, non-exclusive, royalty-bearing right to use the Service and related Documentation for the limited purpose of serving Licensee's own internal needs.

2.2 Ownership of Improvements. All right, title, and interest in all Improvements created by SuccessEd, including any Improvements created pursuant to the terms of any support services provided pursuant to this Agreement and any Intellectual Property arising therefrom or embodied therein shall be owned exclusively by SuccessEd.

2.3 Prohibited Uses. All rights not expressly granted by one Party to the other Party herein are reserved. Licensee shall not use, copy, modify, or distribute (electronically or otherwise) the Service, Documentation or any Intellectual Property licensed to it under this Agreement except as permitted by this Agreement. Licensee shall not include, integrate, embed, combine, or use the Service or any portion thereof with any other software or code without the prior written consent of SuccessEd, which

can be withheld in SuccessEd's sole discretion. Licensee shall not use the Service to process any data for another school or any other third Party that is not a part of Licensee.

2.4 Reverse Engineering. Licensee will not attempt to (nor cause or allow any third party to attempt to) reverse engineer, reverse compile or disassemble the Software that comprises the Service, in whole or in part, nor will Licensee use any mechanical, electronic or other methods to trace, decompile, or identify the source code of such Software, in whole or in part. Licensee agrees that it will not use, modify, copy, transfer, distribute or sublicense the Service except as expressly authorized under this Agreement and that it will not authorize any third party to engage in any such activities.

2.5 Trademarks. Each Party may publicly state that Licensee has licensed the Service from SuccessEd. Licensee shall not remove, alter, or obscure any trademark, copyright or other proprietary notice contained in or displayed on the Service. SuccessEd shall have the right to use Licensee's trademarks in the course of performing services under this Agreement as well as carrying out any instructions provided by Licensee, whether expressly or through use of the Service.

2.6 Reservation of Rights; Ownership. Each Party reserves all rights and licenses not expressly granted in this Agreement, and nothing in this Agreement shall be construed as implying or giving rise to any implied grant or license of any right not expressly set forth in this Agreement. For the avoidance of doubt, as between the Parties, all Licensed Intellectual Property and the Service are exclusively owned by SuccessEd. This Agreement does not provide Licensee with title or ownership of the Service or any Service Module, but only provides Licensee with a limited right to use the Service as set forth herein.

2.7 Third Party Websites/Software. The content of third party websites, systems, products, or software that may be linked to, connected to, referenced in or integrated with the Service is not controlled or maintained by SuccessEd. SuccessEd (i) is not responsible for the availability, completeness, content or accuracy of any third party website, system or software that may be linked to, connected to, referenced in or integrated with the Service; and (ii) does not make any endorsement, express or implied, regarding any such website, system, product or software that may be linked to, connected to, referenced in or integrated with the Service.

III. SUPPORT AND SERVICES

3.1 Customer Requirements.

3.1.1 Equipment. The Service is designed for use with the peripheral equipment and accessories identified as part of the Customer Requirements. Licensee is additionally responsible for providing a proper environment, operating system, and utilities for the computer system(s) on which the Service will operate and/or be accessed as well as procuring, installing, and maintaining all equipment, internet connections, communications interfaces, and other hardware necessary to operate the Service and to obtain services from SuccessEd. SuccessEd will not be responsible for delays caused by events or circumstances beyond its reasonable control. Licensee is further responsible for selecting operators who are qualified to operate the Service on Licensee's equipment and who are familiar with the information, calculations, and reports that serve as input and output of the Service.

3.1.2 Error Notification. Licensee agrees to notify SuccessEd promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee shall, if requested by SuccessEd, submit to SuccessEd a listing of output and any other data that SuccessEd may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

3.2 Software Support. During the Term, provided that Licensee is in compliance with the requirements set forth in Section 3.1, SuccessEd shall provide the support for the Service set forth in Sections 3.2.1 through 3.2.7 with respect to those particular Service Modules that make up the Service. SuccessEd reserves the right to refuse assistance or to charge additional fees if any operator seeks assistance with respect to such basic background information or any other matter not directly relating to the operation of the Service.

3.2.1 Updates. SuccessEd will update the Service Module (including form modifications) to reflect current changes in State and Federal Legislation as defined or deemed necessary by SuccessEd in a reasonable time in which to make modifications to Service Module.

3.2.2 Compatibility. SuccessEd will maintain compatibility with other users of the Service Modules within the Licensee's state.

3.2.3 Program Updates. SuccessEd has the right to make changes and updates to Service Modules without notice as necessary to maintain or improve functionality of Service Modules.

3.2.4 Year End Rollover. SuccessEd will implement year-end rollovers at the end of each school year in preparation for the next school year.

3.2.5 Error Correction. SuccessEd shall be responsible for using all commercially reasonable diligence to correct verifiable and reproducible Errors when promptly reported to SuccessEd in accordance with its standard reporting procedures.

3.2.6 Telephone Support. SuccessEd shall maintain a telephone hot-line during normal business hours that permits Licensee to report problems and seek reasonable assistance in use of the Service Module. The hot-line will be closed on all official company holidays.

3.2.7 Web Based Support. SuccessEd shall maintain a website that permits Licensee to report problems and that provides information regarding the use of the Service Modules.

3.3 Exceptions. Notwithstanding the foregoing, SuccessEd shall not have any obligation to provide any Software Support with respect to the following:

3.3.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Service or a particular Service Module;

3.3.2 Any problem caused by modifications in any version of the Service Module not made or authorized by SuccessEd;

3.3.3 Any problem resulting from programming other than the Service Module or equipment;

3.3.4 Any network and Internet issues, including but not limited to, complete or intermittent lack of Internet access, inability to communicate with SuccessEd's Service over the Internet using standard protocols, insufficient Internet bandwidth, firewall issues, issues relating to any proxy server used by Licensee, required ports not being open or available, Internet Service Provider issues, or any blocking or delaying of data or other network traffic caused by any other program running on Licensee's network, such as firewall, anti-virus, spam filter, parental control program, or web surf monitoring programs.

Licensee will be responsible to pay SuccessEd's normal charges and expenses for time or other resources provided by SuccessEd to diagnose or attempt to correct any such problem. Quote for service must be approved by Licensee before any work is performed.

3.4 Additional Services and Enhancements. SuccessEd may provide additional services or enhancements to the Service, as mutually agreed, in support of the Service, subject to payment of its normal charges and expenses. Any additional services shall be set out in a Statement of Work (SOW), separately executed by SuccessEd and Licensee and attached as an addendum hereto.

IV. FEES AND PAYMENT TERMS

4.1 Payment of Fees. In consideration for the right to use granted and the software support services provided pursuant to this Agreement, Licensee shall pay SuccessEd the Service Fees identified in the Exhibits relating to the Service Modules included in the Service, which Exhibits are incorporated herein. Payment of the initial Service Fees are due and payable upon the Effective Date of the Service Module as set forth in the Exhibits. Payment of all subsequent Service Fees are due and payable upon the earlier of the annual anniversary of the Effective Date or upon SuccessEd sending of an invoice therefore.

4.2 Additional Fees and Expenses. In addition to the Service Fees, Licensee shall pay for any travel and living expenses for on-site training on or customization of the Service or on-site consulting services, file conversion costs, optional products and services, directories, shipping charges, or the costs of any recommended hardware. Licensee agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by SuccessEd. SuccessEd reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances.

4.3 Late Charges. If any fees or expenses are not paid within thirty (30) days after they are due, SuccessEd may, at its option, charge interest at a rate of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.

4.4 Suspension of Access. If Licensee does not pay the Service Fees or any other fees and/or expenses payable under this Agreement within thirty (30) days after they are due, SuccessEd may, at SuccessEd's option, suspend access to the Service. All current and remaining fees shall be paid prior

to re-activation of the Service or SuccessEd having any obligation to perform any software support, or other activities under this Agreement.

4.5 Changes in Fees. At any time following the expiration of the initial Term, the Service Fees set forth in the Exhibits may be changed, provided that SuccessEd gives Licensee at least ninety (90) days' prior written notice of the change.

4.6 Taxes. The Service Fees and any other fees due hereunder are exclusive of all U.S., state, municipal and other governmental excise, sales use, customs, value added or other taxes, fees or duties not in force or enacted in the future, other than income or other taxes based on the receipt of payments by SuccessEd under this Agreement. To the extent that SuccessEd is required to pay any such taxes, fees and duties for the Service, such taxes, fees and duties shall be added to the Service Fees and other fees due hereunder or may be billed to Licensee separately.

V. CONFIDENTIAL INFORMATION

5.1 Use of Confidential Information. Any Confidential Information received by either Party pursuant to this Agreement shall be used, disclosed, or copied only for the purposes of, and only in accordance with, this Agreement. Each Party shall use, at a minimum, the same degree of care as it uses to protect its own Confidential Information of similar nature to prevent the unauthorized use, disclosure, or publication of Confidential Information. Without limiting the generality of the foregoing:

5.1.1 each Party shall only disclose Confidential Information to its employees, officers, directors, professional advisors, attorneys or any individual or entity which (i) has entered into written agreement with such Party containing obligations of confidence substantially similar to (but no less protective of the Confidential Information than) those contained in this Agreement and (ii) has bona fide need to access the Confidential Information consistent with the receiving Party's rights under this Agreement;

5.1.2 neither Party shall make or have made any copies of Confidential Information except those copies which it determines in good faith are necessary or useful to fulfill its obligations and exercise its rights and licenses under this Agreement, and

5.1.3 each Party shall affix to any copies it makes of the Confidential Information all proprietary notices or legends affixed to the Confidential Information as they appear on the copies of the Confidential Information originally received from the disclosing Party.

5.2 Exclusions. Neither SuccessEd nor Licensee shall be bound by obligations restricting disclosure set forth in this Agreement with respect to any Confidential Information which:

5.2.1 without obligation of confidentiality was rightfully known by the recipient prior to disclosure, as evidenced by its business records;

5.2.2 was lawfully in the public domain prior to its disclosure, or lawfully becomes publicly available other than through breach of this Agreement or any other confidentiality obligation on behalf of any third party;

5.2.3 was disclosed to the recipient by a third party provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information;

5.2.4 is independently developed by the recipient using individuals who did not have any access to the Confidential Information, as evidenced by its business records; or

5.2.5 is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, court, or governmental or regulatory authority but solely to the extent required thereby.

The Party from whom disclosure is compelled pursuant to 5.2.5 shall use reasonable efforts to advise the other Party of any such disclosure in timely manner prior to making any such disclosure (so that the Party can apply for such legal protection as may be available with respect to the confidentiality of the information which is to be disclosed), and provided that the Party from whom such disclosure is compelled shall use reasonable efforts to apply for such legal protection as may be available with respect to the confidentiality of the Confidential Information which is required to be disclosed.

VI. CUSTOMER DATA

6.1 Ownership/License. Licensee shall retain ownership of all Customer Data provided to SuccessEd. SuccessEd shall have a nonexclusive, perpetual, royalty-free right and license to use the Customer Data in connection with the provision of the Service and other services and activities provided pursuant to this Agreement. Licensee further grants SuccessEd the authority to disclose the Customer Data to third parties as directed, instructed or permitted by Licensee, either expressly or through use of the Service.

6.2 Licensee's Warranty. The parties acknowledge that during the Term of this Agreement, Licensee may submit Customer Data, including Student Confidential Information and other personally identifiable information, to SuccessEd either directly or through use of the Service. Licensee represents and warrants that: (i) Licensee is authorized to submit the Customer Data to SuccessEd for storage and use pursuant to this Agreement; (ii) such storage, use and disclosure does not and shall not violate applicable law and, if applicable, Licensee's agreements with or privacy notices to individuals to whom the Customer Data relates; (iii) Licensee shall not request or direct (either expressly or through use of the Service) SuccessEd to use, disclose or otherwise process Customer Data in any manner that would not be permissible under applicable law, or if applicable, Licensee's agreements with or privacy notices to individuals to whom the Customer Data relates. Licensee agrees to immediately notify SuccessEd in writing of any change in circumstance that may in any way affect Licensee's right to use, access or disclose the information of any individual.

6.3 Use of Aggregate Customer Data. SuccessEd shall further have a perpetual, nonexclusive, royalty-free right and license to use the Customer Data provided to SuccessEd in an aggregate form. Such aggregate data shall be limited to de-identified or anonymous data that has been stripped of

individual identifiers or other personally identifiable information. SuccessEd will make no attempt to re-identify de-identified data.

6.4 Marketing and Advertising. SuccessEd will not use any Customer Data to advertise or market to students or their parents.

6.5 No Bailment. No bailment or similar obligation is created between Licensee (and/or Licensee's designated users) and SuccessEd with respect to the Customer Data. Licensee is solely responsible for maintaining the confidentiality of passwords, including restricting the use of any passwords by Licensee's designated users. Licensee shall be solely responsible for any and all use of the Service accessed through Licensee's password(s). SUCCEEDED SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO LICENSEE, LICENSEE'S DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE, OR OVERSEE THE CONTENT OF FILES STORED IN THE SERVICE OR ON SUCCEEDED'S SERVERS.

VII. PRIVACY

7.1 Security of Private Information. SuccessEd will consider Customer Data including Personal Health Information and Student Confidential Information to be Confidential Information. As such, SuccessEd will use reasonable, commercially standard measures to protect the privacy, confidentiality and security of this data entered by the Licensee. SuccessEd expressly disclaims any warranty that these security measures will be error-free or completely effective.

7.2 HIPAA Business Associate Agreement. The parties specifically acknowledge and agree that neither Licensee nor SuccessEd are covered entities as defined by HIPAA and thus, the parties agree that the Personal Health Information owned by SuccessEd and disclosed to Licensee is not regulated under HIPAA. Specifically, SuccessEd is not a Health Care Clearinghouse as such term is defined by HIPAA. In the event that either party is determined by a governmental authority or by mutual agreement of the parties to be a covered entity or business associate under HIPAA, the parties agree that they may be required to execute a Business Associate Agreement relating to Personal Health Information accessed under this Agreement. Solely in such event, SuccessEd and Licensee shall cooperate to negotiate the terms of such agreement and shall execute such agreement containing terms required by law and containing usual and customary terms for such type of agreement. Any such Business Associate Agreement that relates to information accessed under this Agreement and which refers specifically to this Agreement shall be deemed a part of this Agreement and incorporated herein by reference, as if fully stated herein. Regardless of the applicability of HIPAA, SuccessEd agrees to hold Personal Health Information as confidential and shall use and disclose Personal Health Information only as permitted by this Agreement or by applicable law.

VIII. LIMITED WARRANTY AND LIMITATION OF WARRANTY

8.1 Warranty. Subject to Licensee's strict compliance with this Agreement and observance of all operating, security, and data control procedures and other requirements and restrictions set forth in the Documentation and subject to Licensee promptly reporting the existence and nature of any nonconformance or defect, SuccessEd provides a personal, non-transferable warranty that the Service

will conform in all material respects to the specifications, as amended from time to time, for the current version of the Service module set forth in the Exhibits.

8.2 Limitation of Warranties. SuccessEd's ability to provide access to the Service and deliver other services under this Agreement may be negatively affected by (i) any event caused by acts and/or omissions of Licensee and/or Licensee's employees; (ii) Licensee's equipment; (iii) Licensee's failure to advise SuccessEd of material changes to Licensee's infrastructure (e.g. installation or upgrade of software and/or hardware); (iv) interruption or failure of Licensee's Internet service provider; or (e) other force majeure events beyond the control of SuccessEd. Any failure caused by any of the conditions listed above shall not be considered a breach by SuccessEd.

8.3 Disclaimer of Warranties. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUCCEEDED IS NOT RESPONSIBLE FOR BUGS, ERRORS OR SIMILAR MALFUNCTIONS OF THE SERVICE. SUCCEEDED IS NOT RESPONSIBLE FOR THE SERVICE OCCASIONALLY BEING OFF-LINE OR INACCESSIBLE, NOR FOR OBSOLESCENCE OR INOPERABILITY OF THE SERVICE THAT MAY RESULT FROM A CHANGE IN LICENSEE'S REQUIREMENTS, A FAILURE TO SATISFY THE CUSTOMER REQUIREMENTS, OR ADDITIONAL HARDWARE AND/OR SOFTWARE PRESENT ON OR ADDED TO LICENSEE'S COMPUTERS. EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED UNDER THE TRANSACTION DOCUMENTS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE (EVEN IF ON NOTICE OF SUCH PURPOSE), CUSTOM OR USAGE IN THE TRADE.**

8.4 Remedy for Warranty Claim. Licensee's exclusive remedy for a breach of any warranty or other material defect in the Service shall be SuccessEd's reasonable attempt to correct or cure any reproducible defect by replacing the Service Module or providing a patch or update, corrected instructions, restrictions, or a bypass. In the event that SuccessEd does not or is not able to correct or cure such nonconformity, defect or breach after it has had a reasonable time to do so, Licensee's exclusive remedy shall be the refund of the Service Fee for the remaining Term for the particular Service Module of the Service and the termination of this Agreement with respect to such Service Module to which the breach applies.

8.5 Limitation of Liability. **THE CUMULATIVE LIABILITY OF SUCCEEDED TO LICENSEE FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND/OR THE SERVICE, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL SERVICE FEES PAID HEREUNDER. IN NO EVENT SHALL SUCCEEDED BE LIABLE HEREUNDER FOR ANY INDIRECT, OR INCIDENTAL, OR SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOST BUSINESS OR LOST SAVINGS, OR LOSS OR DAMAGE TO DATA, OR LOST PROFITS, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST YOU, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER**

PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.6 Non-Infringing Use. If, in SuccessEd's sole opinion, any portions of the Service are likely to become the subject of a claim for infringement or if, as a result of any such claim, demand, suit or action, Licensee is enjoined from using the Service, SuccessEd may, at its own expense and at its option, (i) procure for Licensee the right to continue using such Service, (ii) replace the same with non-infringing software of equivalent function or performance, (iii) modify such Service so that it becomes non-infringing, or (iv) terminate this Agreement, either in its entirety or with respect to the particular Service module(s). If SuccessEd terminates the Agreement (or a portion thereof) under this provision, SuccessEd shall refund to Licensee any portion of License Payment for the remainder of the current Term with respect to the terminated Service modules.

8.7 Essential Basis of Agreement. Both Parties acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement (specifically including but not limited to the Service Fees) would be substantially different.

IX. TERM AND TERMINATION

9.1 Term. This Agreement commences upon the Effective Date and will continue for a period of three (3) years following the Effective Date. Unless either party provides the other party at least thirty (30) days written notice in advance of the end of the Term, this Agreement will be renewed for an additional one-year Renewal Term. The initial Term and all Renewal Terms shall be collectively referred to as the Term. The Exhibits may set forth any additional commitment by Licensee to one or more Renewal Term(s) with respect to the specific Service Modules and the term of any Exhibit shall prevail and this Agreement may not be terminated prior to the expiration of any term as provided for in the Exhibits.

9.2 Termination for Cause. Either Party may terminate this Agreement in the event the other Party has materially breached or defaulted in the performance of any of its obligations hereunder, and such breach or default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default (or taken steps to prevent the reoccurrence of such breach if it cannot be cured after the fact) prior to the expiration of such period. Notwithstanding the above, in the case of a failure to pay any amount due hereunder in accordance with Section Four, the period for cure of any such default following notice thereof shall be ten (10) days and, unless payment is made within such period, the termination shall become effective at the end of such period. Notwithstanding the above, any violation by Licensee of the restrictions in Paragraphs 2.3 and 2.4 shall result in the automatic and immediate termination of this Agreement.

9.3 Effect of Termination for Select Service Modules. Upon termination of this Agreement solely with respect to one or more Service Modules, this Agreement shall remain in full force with respect to each of the remaining Service Modules that make up the Service, if any. With respect to the terminated Service Module, all rights and licenses granted to Licensee under this Agreement shall

immediately cease and terminate and SuccessEd will cease providing and Licensee shall cease the use of the terminated Service Module or any portion thereof. Licensee shall return the originals of Documentation for the terminated Service Module and SuccessEd's Confidential Information that does not relate to the remaining Service as well as all copies of any of the foregoing, in whole or in part, to SuccessEd within thirty (30) days after the effective date of termination. Licensee agrees to provide a written certification of compliance with this provision to SuccessEd, upon SuccessEd's request.

9.4 Effect of Termination. Upon termination of this Agreement for any reason, all rights and licenses granted to Licensee under this Agreement shall immediately cease and terminate and Licensee shall cease the use of the Service or any portion thereof. Licensee shall return the originals of Documentation, SuccessEd's Confidential Information and all copies thereof, in whole or in part, to SuccessEd within thirty (30) days after the effective date of termination. Licensee agrees to provide a written certification of compliance with this provision to SuccessEd, upon SuccessEd's request.

9.5 Injunctive Relief. Licensee acknowledges that in the event of a breach by Licensee of any of the provisions in Sections 2.3, 2.4 or 5, SuccessEd will not have an adequate remedy in money damages and shall be entitled to preliminary and permanent injunctive relief. SuccessEd's right to obtain injunctive relief shall be cumulative to any other rights and shall not limit its right to seek further or additional remedies.

9.6 Survival. Sections 2.3, 2.4, 5, 6.3, 7, 9.4, 9.5, 10 and 11 of this Agreement, all accrued rights to payment, and all remedies for breach of this Agreement shall survive termination of this Agreement.

X. EXPORT RESTRICTIONS

10.1 Compliance with Law. Licensee will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction over this Agreement.

10.2 Export Regulations. Licensee acknowledges that the Service, including any portion that contains encryption technology, may be subject to United States export laws, statutes and regulations which prohibit the export or diversion of certain products and technology to certain countries, and that Licensee will at all times comply with the provisions of such laws, statutes and regulations including obtaining any necessary or required licenses. Notwithstanding the above, Licensee shall not, and shall not allow or assist any third party to, export, re-export, otherwise transmit or access, directly or indirectly, the Service, or use the Service outside of the United States.

XI. MISCELLANEOUS

11.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges all prior discussions between them, and neither Party hereto shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein or therein, or as duly set forth on or subsequent to the Effective Date in writing signed by duly authorized officers of the Parties. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF

SUCCEEDED'S OBLIGATIONS AND RESPONSIBILITIES TO LICENSEE AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF SUCCEEDED RELATING TO THE SUBJECT MATTER HEREOF.

11.2 Assignment. This Agreement may not be transferred or assigned by Licensee, by operation of law or otherwise, without the prior express written consent of SuccessEd. This Agreement may not be transferred by SuccessEd, other than to an Affiliate or a Person who is the assignee of the Service and successor in interest (such as by merger or acquisition) to the portion of SuccessEd's business to which this Agreement relates, by operation of law or otherwise, without the prior express written consent of Licensee.

11.3 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given: (a) when received if hand delivered, sent by e-mail or facsimile to the address and number set forth below (provided, however, that the receiving Party confirms receipt of e-mail or facsimile notice via any method permitted under this paragraph; and any notice given by e-mail or facsimile shall be deemed received on the next business day if received after 5:00 p.m. (recipient's time) or on a non-business day); or (b) the next business day after same have been deposited with Federal Express or other nationally recognized delivery service, addressed to the parties as set forth below with next-business-day delivery requested, provided that the sending Party receives confirmation of delivery from the delivery service provider; or (c) three (3) business days after deposit in a United States Post Office with first-class postage prepaid and addressed to the parties as set forth below:

If to SuccessEd:
SuccessEd
2401 Internet Blvd, Suite 107
Frisco, Texas 75034
Attn: **Controller**
Telephone: **(214) 613-1546**
Fax No.: **(214) 975-4966**

If to Licensee:

Attn: _____
Telephone: _____
Fax No.: _____
Email: _____

A Party may change the address given above, or designate additional addresses, by giving the other Party written notice of the new address(es) in the manner set forth above.

11.4 Expenses. Except as otherwise expressly provided herein all costs and expenses (including the fees and disbursements of legal counsel, investment advisers, and auditors) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

11.5 No Third Party Beneficiaries. The Parties intend that this Agreement shall not benefit or create any right, remedy, or claim under or in respect of this Agreement or any provision hereof, or cause of action in or on behalf of any Person other than the Parties hereto, their respective successors and permitted assigns, and no Person, other than the Parties hereto, their respective successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

11.6 Severability. If any provision, clause, or part of this Agreement or the application thereof under certain circumstances is held invalid, illegal, or unenforceable by a court of competent jurisdiction the remainder of the Agreement or the application of such provision, clause, or parts under other circumstances shall not be affected thereby unless such invalidity, illegality, or unenforceability materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement.

11.7 Amendments. This Agreement may only be amended, modified, or supplemented by written agreement signed by all the Parties hereto.

11.7.1 No waiver of any of the provisions of this Agreement shall be deemed to constitute waiver of any other provision (whether or not similar) nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby.

11.7.2 No failure on the part of either Party to exercise and no delay in exercising any right under this Agreement shall operate as waiver of such right nor shall any single or partial exercise of any right preclude any other or further exercise of any other rights.

11.8 Specific Performance. Each Party acknowledges that breach by such Party of any of its obligations herein may cause the other Party irreparable harm which cannot adequately be remedied by damages in an action at law and in the event of such breach, the other Party shall be entitled to equitable relief in the nature of an injunction or specific performance as well as all other remedies available at law and/or in equity.

11.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of American and the State of Texas irrespective of such state's choice of law principles. The parties agree that the courts of the State of Texas, Collin County, and/or the U.S. District Court for the Eastern District of Texas, Sherman Division, shall be the exclusive appropriate venues for actions relating to this Agreement and hereby consent to the exclusive jurisdiction of such courts and waive any objection to personal jurisdiction or venue.

11.10 Mediation. Neither party shall file any lawsuit regarding any claim that arises out of or relates to this Agreement or any product or service provided pursuant to this Agreement until after (i) the CEO of SuccessEd and the President of the Board of Licensee have met in person to discuss the dispute in detail and potential resolutions to the dispute and are unable to make any further progress toward a resolution; and (ii) the parties have mediated the dispute in front of a neutral third party mediator and the neutral third party mediator has certified that the parties are at an impasse.

11.11 Counterparts. The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which

together will constitute one and the same instrument. This Agreement may be validly executed via facsimile or electronic transmission, such as via PDF file, showing the signature of a Party.

11.12 Construction. (i) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders as the context requires, (ii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified.

11.13 Headings. The headings used in this Agreement are for the purpose of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

11.14 Non-Boycott of Israel. SuccessEd certifies that it does not and will not boycott Israel during the Term of this Agreement.

11.15 Non-Engagement with Terrorist Countries. SuccessEd certifies that all of its business relationships are within the United States of America and has not nor will ever engage in business with Iran, Sudan, or a foreign terrorist organization as identified by the Office of the Texas Comptroller.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date by a duly authorized representative of each Party, each of whom affirms by his or her signature that he or she is in fact a representative of that party who is duly authorized and empowered to enter into this Agreement on behalf of said Party.

For SuccessEd:

SUCSESSED, LLC

Signature: _____

Name: James W. Bridges, III

Title: President and CEO

Date: _____

For Licensee:

Horizon Montessori Public Schools

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SE MANAGER

Description: A comprehensive special education records management system which includes IEP Meeting forms and supplements and Spanish forms.

1. Term from Effective Date: **3 years**
2. Service Fee per year:
 - 2.1. Retail Rate: \$25.00 per student per year based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).
 - 2.2. Discounted Rate for **Horizon Montessori Public Schools**: \$15.00 per student per year based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Service Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date

EXHIBIT B – SE FIE WRITER

Description: A comprehensive system for writing Full Individual Evaluations for students evaluated for Special Education.

1. Term from Effective Date: **3 years**
2. Service Fee per year:
 - 2.1. Retail Rate: \$3,500
 - 2.2. Discounted Rate for **Horizon Montessori Public Schools**: \$1,750.00

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date

EXHIBIT C – SE IEP GOALS

Description: A comprehensive tool for writing clear, concise, and measurable goals for students in Special Education with features that make the process easy to understand and complete.

1. Term from Effective Date: **3 years**
2. Service Fee per year:
 - 2.1. Retail Rate: \$2,500 plus \$.50 per special education student, based on the number of Licensee special education students enrolled on the last Friday in October each year (100 students minimum).
 - 2.2. Discounted Rate for **Horizon Montessori Public Schools**: \$1,250.00 plus \$.50 per special education student, based on the number of Licensee special education students enrolled on the last Friday in October each year (100 students minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date

EXHIBIT D – SE 504

Description: A comprehensive system to document the need for a Section 504 plan including tracking and reporting.

1. Term from Effective Date: **3 years**
2. Service Fee per year:
 - 2.1. Rate: \$1.00 per student based on the total number of Licensee students enrolled on the last Friday in October each year (500 student minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and the Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date

EXHIBIT F – ELLA

Description: A system for collecting data on English Language Learners (ELL) students to meet local, state, and federal documentation and reporting requirements.

1. Term from Effective Date: **3 years**
2. Service Fee per year:
 - 2.1 Retail Rate: \$7.00 per student based on the total number of Licensee bilingual/ESL students enrolled on the last Friday in October each year (\$700 minimum).
 - 2.2 Discounted Rate for **Horizon Montessori Public Schools**: \$5.00 per student based on the total number of Licensee bilingual/ESL students enrolled on the last Friday in October each year (\$700 minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date

EXHIBIT G – CONNEX DEMOGRAPHIC DOWNLOAD

Description: A system capable of interfacing with third party products for data integration. Contains components that exist both on SuccessEd managed systems and at individual client's sites (for the purposes of integrating with their third party SIS packages and other district databases).

1. Connection Type: **FTP**
2. District SIS: **TxEIS**
3. Term from Effective Date: **3 years**
4. Service Fee per year:
 - 4.1 Retail Rate: 1,000.00 per year
 - 4.2 The subscription fee is valid only for the Connection Type and SIS listed above. Any change in SIS or Connection Type will result in an addition connection fee.
5. General Provisions
 - 5.1 SuccessEd will import student demographic and enrollment information from the SIS as made available by the District. The SIS is considered the system of record for this information.
6. Responsibilities
 - District
 - 6.1 Provide access to the SIS data and facilitate access with the SIS vendor and/or third-party host, as necessary.
 - 6.2 Identify students who do not have matching IDs in the SIS and resolve discrepancies.
 - 6.3 Notify SuccessEd when changes are made to the SIS data structure. If changes are made to the SIS structure, the District is responsible for notifying SuccessEd of the changes, and a lead time of at least 30 days is required to prevent any disruption in service.
 - 6.4 For clients using an ODBC, if the District requests a connection to an additional system (test environment), SuccessEd will need the assistance of the District to accurately translate the data fields and establish the connection. A Statement of Work will be prepared by SuccessEd for the District's approval of any development, implementation services, and additional fees prior to the

establishment of the additional connection. A lead time of at least 60 days is required prior to implementation.

SuccessEd

- 6.5 Establish a nightly routine to import data.
- 6.6 Provide the district with credentials to the SuccessEd FTP site for districts utilizing this Connection Type.
- 6.7 Import student demographic and enrollment information for matching students in the SuccessEd application.

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and the Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III Date
President and CEO

Signature of Licensee Date