



EDUCATION ELEMENTS MASTER SERVICES AGREEMENT

This Education Elements Master Services Agreement ("**Agreement**") is entered into as of December 23, 2020, ("**Effective Date**"), between Education Elements, Inc., a Delaware corporation having its principal place of business at 999 Skyway Road, San Carlos CA, 94070 ("**EdElements**"), and Lake Travis Independent School District, a political subdivision of the State of Texas, having its principal place of business at 3322 Ranch Road 620 South, Austin, TX 78738 ("**Customer**").

EdElements and Customer desire to have EdElements perform professional services for Customer, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. SERVICES

1.1 **Professional Services.** From time to time, EdElements and Customer may execute statements of work, substantially in the form attached hereto as **Exhibit A**, that describe the specific services to be performed by EdElements (each such statement of work, as executed by the parties, a "**SOW**"). Each SOW will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A SOW may be amended only by written agreement of the parties. EdElements will perform the services specified in each SOW (the "**Services**") in accordance with the terms and conditions of this Agreement and of each SOW.

1.2 **Customer Responsibilities.** In connection with each SOW, Customer will perform Customer's duties and tasks under the SOW, and such other duties and tasks as may be reasonably required to permit EdElements to perform the Services. Customer will also make available to EdElements any data, information and any other materials required by EdElements to perform Services, including, but not limited to, any data, information or materials specifically identified in the SOW (collectively, "**Customer Materials**"). However, Customer will not share student education records or personally identifiable information from student education records, unless otherwise agreed to in writing. Customer will be responsible for ensuring that all such Customer Materials are accurate and complete.

1.3 INTENTIONALLY LEFT BLANK.

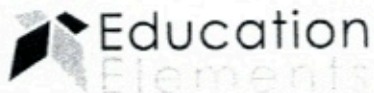
2. PAYMENT

2.1 **Fees and Expenses.** For EdElements's performance of Services, Customer will pay EdElements the Services fees calculated in accordance with the terms set forth in the applicable SOW.

2.2 **Payment Terms.** EdElements will invoice Customer as outlined in the applicable SOW. Customer will pay each such invoice no later than thirty (30) days after Customer's receipt thereof. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

2.3 **Taxes.** All fees, expenses and other amounts payable to EdElements hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of Customer (excluding any taxes based on EdElements's net income), to the extent allowed by law. Customer will promptly reimburse EdElements for any such amounts that EdElements pays on Customer's behalf, to the extent allowed by law.

3. **OWNERSHIP.** Subject to Customer's rights in the Customer Materials, EdElements will exclusively own all



rights, title and interest in and to any, methodologies, specifications, documentation, techniques, utilities, processes, inventions, devices, software programs, tools (including, without limitation, Touchpoint) and materials

of any kind used or developed by EdElements or its personnel in connection with performing Services (collectively "**EdElements Materials**"), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights ("**Intellectual Property Rights**") therein. Customer will have no rights in any EdElements Materials, except as expressly agreed to in writing by the parties. Unless otherwise specified in the applicable SOW, Customer may use the deliverables furnished to Customer under an SOW for its internal business purposes only. As between EdElements and Customer, Customer will exclusively own all rights, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Nothing in this Agreement will be deemed to restrict or limit EdElements's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that EdElements complies with its obligations under this Agreement with respect to Customer Confidential Information.

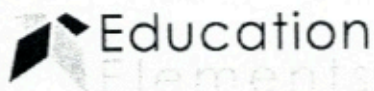
4. CONFIDENTIAL INFORMATION

4.1 Confidential Information. "**Confidential Information**" means: (i) Customer Materials and EdElements Materials; (ii) any business or technical information that a party discloses to the other party and designates as "confidential" or "proprietary" at the time of disclosure; and (iii) any information that, due to its nature or the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary.

4.2 Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without restrictions on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully received by the receiving party from a third party, who has the right to provide such information and who provides it without restrictions on use or disclosure.

4.3 Use and Disclosure Restrictions. Each party will not use any Confidential Information disclosed by the other party except as necessary for the performance or enforcement of this Agreement. Each party shall take all reasonable steps to ensure that the other's confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Each party will ensure that any subcontractors that are permitted to access any of the other party's Confidential Information are legally bound to comply with the obligations set forth herein. The foregoing obligations will not restrict either party from disclosing such Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (ii) to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

4.4 EdElements Acknowledgement. EdElements acknowledges that Customer is subject to the Texas Public Information Act ("TPIA"), Texas Government Code §§ 552.001–552.151. As such, upon receipt of a request under the TPIA, Customer is required to comply with the requirements of the TPIA. In the event that Customer believes that any of the requested information may be exempt from disclosure, Customer will provide EdElements with the required notices under the TPIA. EdElements acknowledges that it has the responsibility to brief the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall



within an exception to public disclosure

999 Skyway Road, Suite 325
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www.educationelements.com
bizops@edelements.com

5. WARRANTY

5.1 Services Warranty. EdElements warrants that the Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. As Customer's sole and exclusive remedy and EdElements's entire liability for any breach of the foregoing warranty, EdElements will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Services.

5.2 Warranty Disclaimers. THE EXPRESS WARRANTIES IN SECTION 5.1 ARE IN LIEU OF, AND EDELEMENTS DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6. INDEMNIFICATION.

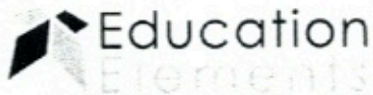
6.1 Mutual Indemnification. To the extent allowed by law and the Constitution of the State of Texas, each party (an "*indemnifying party*") will defend, at its expense, any action brought against the other party (an "*indemnified party*") by a third party to the extent that it is based upon a claim for bodily injury, personal injury (including death) to any person, or damage to tangible property resulting from the negligent acts or willful misconduct of the indemnifying party or its personnel, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against the indemnified party (or are payable in settlement by the indemnified party).

6.2 Procedure. The foregoing indemnity obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

6.3 Acknowledgement of Immunity. EdElement acknowledges that Customer is a political subdivision of the State of Texas. Neither execution of this Agreement nor the foregoing paragraphs are intended to and do not waive or relinquish its governmental immunity to suit and liability or any other defense on behalf of Customer, its trustees, officers, employees and agents.

7. **LIMITATION OF LIABILITY**. IN NO EVENT WILL EDELEMENTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF EDELEMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EDELEMENTS'S TOTAL LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO EDELEMENTS BY CUSTOMER UNDER THE SOW GIVING RISE TO ANY LIABILITY HEREUNDER.

8. **NON-SOLICITATION**. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer will not recruit or otherwise solicit for employment any EdElements employees or subcontractors who participated in the performance of Services without EdElements's express prior written approval.



9. TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on the last date signed by the parties below ("Effective Date") and shall continue for a period of **one (1) year thereafter** (the "Initial Term"). Unless terminated as provided in Section 9.2 below, this Agreement shall automatically renew following the end of the Initial Term for successive one (1) year terms for a period not to exceed two (2) years (each a "Renewal Term" and collectively the "Renewal Terms").

9.2 Termination. Either party may terminate this Agreement (including all SOWs) if the other party breaches any material term of this Agreement or SOW and fails to cure such breach within thirty (30) days after receipt of written notice thereof. **Customer may terminate this Agreement without cause by providing EdElements with not less than sixty (60) days' advance written notice.** Provided however, Customer acknowledges that fees will be prorated for all work under any SOW already performed.

9.3 Non-Appropriation. If the term of this Agreement is greater than one year, EdElements acknowledges and agrees that the Agreement will be subject to approval in accordance with Customer's standard budget approval process. In the event that funds for this Agreement are not appropriated at the end of an applicable budget period, Customer may terminate this Agreement with thirty (30) days prior written notice.

9.4 Effect of Termination. Upon the expiration or termination of this Agreement, and except as otherwise set forth in this Agreement: (i) EdElements will promptly return to Customer all Customer Materials; (ii) each party will promptly return to the other party all Confidential Information of the other party in its possession or control; and (iii) Customer will, within thirty (30) days after receipt of EdElements's invoice, pay all undisputed accrued and unpaid fees and expenses.

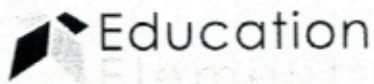
9.5 Survival. The rights and obligations of the parties contained in Sections 2, 3, 4, 5, 6, 7, 8, 9.3, 9.4, 10, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement or SOW will survive the termination or expiration of this Agreement or SOW and will inure to the benefit of and be binding upon the parties hereto.

10. GENERAL

10.1 Relationship of the Parties. EdElements is performing Services as an independent contractor and nothing in this Agreement will be construed as establishing an employment, agency, partnership or joint venture relationship between Customer and EdElements or any EdElements personnel. EdElements has no authority to bind Customer by contract or otherwise. EdElements acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. EdElements is solely responsible for all taxes, expenses, withholdings and other similar statutory obligations arising out of the relationship between EdElements and its personnel and the performance of Services by such personnel.

10.2 Assignment. EdElements may not assign this Agreement without Customer's prior written consent, except that EdElements may assign this Agreement, without Customer's consent, to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, the sale of all or substantially all of EdElements's assets, or the sale of that portion of EdElements's business to which this Agreement relates. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

10.3 No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without



prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

10.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Travis County, Texas and/or the Western District of Texas and the parties irrevocably consent to the personal jurisdiction and venue therein.

10.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

10.6 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

10.7 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.8 Entire Agreement. This Agreement, together with all Statements of Work, constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. In the event of a conflict, the terms and conditions of each SOW will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

10.9 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance .

10.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 No Boycott of Israel. By signing this Agreement, EdElements verifies that EdElements (and any affiliate, subsidiary, or parent company) does not, and will not, boycott Israel during the term of any contractual arrangement with Customer. For purpose of this Contract, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

10.12 Prohibition of Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Customer is prohibited from entering into a contract with a company that is identified on a list maintained by the Texas Comptroller. EdElements certifies that it is not a company identified on a list prepared and maintained under



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Texas Government Code §§806.051, 801.051, or 2252.153, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. EdElements voluntarily and knowingly acknowledges and agrees that the Agreement shall be null and void should facts arise leading Customer to believe that EdElements was a listed company at the time of procurement.

10.13 Felony Conviction Notice. Texas Education Code 44.034(a), Notification of Criminal History states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation. If notice is required of EdElement, then EdElement shall complete a Felony Certification Form, incorporated by reference herein.

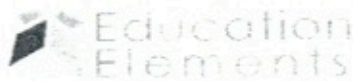
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER: Lake Travis ISD

DocuSigned by:
Paul Norton
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By: _____
Name: Paul Norton
Title: Superintendent
Date: 12/24/2020

EDUCATION ELEMENTS, INC.:

DocuSigned by:
Anthony Kim
68277C90674A480
By: _____
Name: Anthony Kim
Title: CEO
Date: 12/24/2020



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EXHIBIT A - STATEMENT OF WORK

This SOW Number 2020-01 is issued under and subject to all of the terms and conditions of the Master Services Agreement between Education Elements, Inc. ("**EdElements**") and Lake Travis Independent School District ("**Customer**"), dated as of December 23, 2020,

This SOW shall become effective (the "**Effective Date**") upon the date it is signed by both Parties.

EE Partner:	Shelby McIntosh
Pricing Valid to:	01/15/2021
Type:	New Customer

Customer Information

Organization Name:	Lake Travis ISD
Customer Contact Name:	Paul Norton, Superintendent
Customer Phone:	512.533.6020
Customer Email:	nortonp@ltisdschools.org

Billing Contact Name:	Paul Norton, Superintendent
Billing Address:	3322 Ranch Road 620 South Austin, TX 78738
Billing Phone:	512.533.6020
Billing Email:	nortonp@ltisdschools.org

Invoices will be delivered via email.

Offering

Services Fees (See Appendix A for additional details)

Service Name	Service Description	Dates	Fees
Professional Services	Education Elements will provide design and implementation services to develop a new strategic plan for Lake Travis ISD.	01/04/2021 – 07/31/2021	\$74,000.00
Total Fees:			\$74,000.00

General Terms

- By signing this SOW, you are offering to subscribe and/or acquire (as applicable) the applications and/or services listed above. Your offer becomes a binding commitment upon acceptance by Education Elements, and is not subject to the issuance of any further purchase orders, confirmations or other events. The MSA and this SOW represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by Customer and Education Elements. Without limiting the generality of the foregoing, no condition of your order, to which notice of objection is hereby given, or in any future correspondence between us shall alter or supplement the terms of the MSA or this SOW, unless in writing executed by both parties. Neither Education Elements' performance nor delivery shall be construed as an acceptance of Customer's additional or different terms.
- This SOW may be executed in counterparts and may be exchanged by facsimile or electronically. Each such counterpart shall be deemed an original, all of which together shall constitute one and the same instrument.

Special Terms

- The "Special Terms" set forth herein shall override the General Terms above to the extent of any express inconsistency.