

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 1, 2022 (the "Effective Date") by and between Lycée Francais de la Nouvelle Orléans, a nonprofit corporation with offices at 5951 Patton St, New Orleans, LA 70115 ("School") and EdOps, a District of Columbia corporation with offices at 1611 Connecticut Ave NW, Suite 200, Washington, DC 20009 ("EdOps") (hereinafter, separately a "Party" and jointly "the Parties").

In consideration of the mutual obligations specified in this Agreement, and any compensation paid to EdOps for its services, the Parties agree to the following:

1. DEFINITIONS

1.1 "Service(s)" shall mean all services provided by EdOps pursuant to this Agreement and all Statements of Work entered into pursuant to this Agreement.

2. STATEMENTS OF WORK

2.1 Statements of Work. During the term of this Agreement, EdOps agrees to provide consulting and professional services for the School, which the School authorizes from time to time by the execution of a statement of work ("Statement of Work") signed by each of the Parties. In the event of any conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless the Statement of Work expressly references and supersedes the conflicting provision in this Agreement.

2.2 Contents. Each Statement of Work shall contain, among other provisions, (i) a description of the Services to be performed by EdOps, (ii) a list of the deliverables to be provided by EdOps, if any, (iii) any acceptance testing or acceptance criteria for such deliverables, (iv) the delivery or performance schedule, if any, (v) all fees for the Services, and (vi) all expenses to be reimbursed by the School, if any.

2.3 Changes. The School may from time to time make changes to the scope of work set forth in a Statement of Work by written notice to EdOps and the written consent of EdOps, which shall not be unreasonably withheld or delayed. A Statement of Work may be extended through mutual written consent of the parties with respect to price, scope, and period of service.

3. EQUIPMENT; PERSONNEL; FACILITIES; INFORMATION

3.1 Supply of Equipment/Personnel. The School shall be responsible for providing any equipment, facilities, and personnel required to perform the Services required under each Statement of Work, unless otherwise specifically stated. EdOps shall not be responsible for providing any equipment, facilities, and/or personnel that are not specified in the Statement of Work.

3.2 Access to Information. School will timely provide EdOps with access to any and all records, data, and information maintained by School relevant to the Services.

4. FEES; EXPENSES; INVOICING; PAYMENT

4.1 Fees. EdOps agrees to provide the Services and Deliverables set forth in each Statement of Work for the fees specified therein.

4.2 Expenses. The School shall reimburse EdOps for all authorized expenses specified in a Statement of Work incurred by EdOps as required in connection with the

furnishing of Services under this Agreement.

4.3 Invoices. Unless otherwise set forth in a Statement of Work, EdOps shall invoice the School on a monthly basis in advance covering those Services to be performed during the forthcoming month. If a Statement of Work provides that the School will reimburse EdOps for expenses, then such monthly invoice shall also include expenses.

4.4 Payment. Payment of each invoice is due within thirty (30) days of receipt of such invoice. All fees, costs, expenses and payment amounts expressed or referenced in this Agreement, a Statement of Work or invoice, and all payments made by the School to EdOps, shall be in U.S. dollars. Failure to make a payment in accordance with the stated payment terms will incur a late fee equal to 2% per month of the unpaid balance.

4.5 Taxes. EdOps shall not include any state and local taxes, however designated or levied, in any invoice. EdOps acknowledges that the School is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the School has provided EdOps a copy of the School's 501(c)(3) determination letter from the IRS.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Authority; No Conflict. Each Party to this Agreement represents, warrants and covenants to the other Party that (i) it has the requisite power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder; and (ii) the execution, delivery and performance of this Agreement does not and shall not result in a breach or constitute a default under any other agreement to which it is a party or by which it is bound.

5.2 Compliance with Laws. Each Party to this Agreement represents, warrants and covenants to the other Party that it shall comply with all applicable foreign and United States federal and state laws, rules and regulations in its performance of this Agreement, including but not limited to, all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the Services.

6. CONFIDENTIALITY

A Party to this Agreement may disclose to the other Party to this Agreement either orally or in writing, and/or such Party's work files may contain, information that the disclosing Party considers proprietary and confidential which relates to its business and financial operations, services and/or technical knowledge (the "Confidential Information"). All such Confidential Information accessed or obtained by the receiving Party shall be (i) received in confidence, (ii) used

only for purposes contemplated in this Agreement, and (iii) protected in the same manner as the receiving Party protects its own confidential information of like kind (which shall be at least a reasonable manner). Each Party to this Agreement shall at all times comply with applicable professional standards with respect to the other Party's Confidential Information.

Neither Party to this Agreement will use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law), any of the other Party's Confidential Information and each Party will take reasonable precautions to protect the confidentiality of such information. Unless otherwise agreed to in advance and in writing by School, EdOps agrees, during the Term and for a period of five years after termination of this Agreement, except as required by law, to keep all Confidential Information secret and strictly confidential and not to disclose or reveal any Confidential Information to any third party for any reason whatsoever (except for any agents, representatives, advisors, or independent contractors who require such knowledge in order to provide the Services). If EdOps is required by applicable law or regulation or by legal process to disclose any Confidential Information, EdOps agrees to provide School with written notice of such request(s) within seven (7) business days of EdOps' receipt of such request(s), when practicable, and will furnish only that portion of the Confidential Information which, in the opinion of EdOps' counsel, EdOps is legally compelled to disclose.

The term Confidential Information does not include, and the Parties' confidentiality obligations do not apply to, information that: (i) is or becomes generally available to the public without breach by a Party of its confidentiality obligations, (ii) is received by a Party from a third party without restriction against disclosure, (iii) was known to a Party without restriction prior to disclosure, or (iv) is independently developed by a Party without use of the other Party's Confidential Information. The School acknowledges that nothing in this section or Agreement shall prevent EdOps from using School financial or operational data for data aggregation, research, and benchmarking purposes, but only where School's name is not publicly associated or linked with the Confidential Information.

7. INTELLECTUAL PROPERTY

All writings, documents, reports, papers, drawings, data, tabulations, books, computer programs, and other works of authorship, developed or made by EdOps under or arising out of this Agreement ("Material") and all derivative works in all media now known or hereafter developed, including without limitation copyrights, moral rights, trademarks, service marks, trade dress, patents, know-how, inventions, discoveries, trade secrets, proprietary and confidential information, and any renewal rights therein are the sole and exclusive property of EdOps ("EdOps Intellectual Property"), except those explicitly identified as works for hire vesting in the School within this Agreement or the relevant Statement of Work. Any works so identified shall be considered "Works for Hire" as such term is defined in *17 U.S.C. §101* and as such shall be the

property of the School. These Works for Hire shall include the output data from reports and budgets but not the Excel models or software that produce them. In performing the Services under this Agreement, EdOps will employ, and in some instances share with the School, EdOps Intellectual Property (for example, its Budget and Reporting models). This Agreement does not transfer ownership to School or provide a license for School to use, transfer, copy, distribute, or otherwise employ those models or any other EdOps Intellectual Property. Ownership of EdOps Intellectual Property will remain with EdOps during and upon termination of this Agreement. Upon termination of this Agreement, School will promptly, at EdOps' election, return to EdOps or destroy and delete all EdOps Intellectual Property in its possession and certify to EdOps, in writing, that all such Property has been destroyed/deleted. All rights, if any, granted to School are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

8. RETURN OF PROPERTY

Upon termination of this Agreement, EdOps will promptly, at School's election, either return to the School or destroy and delete all Confidential Information it has received, including all papers, drawings, tabulations, reports, computer programs, other documents, reproductions, summaries, or extracts thereof or equipment, tools or facilities furnished by the School in its possession and certify to School, in writing, that all such Property has been destroyed/deleted. However, EdOps may retain one archival copy of such Confidential Information for use in the event of audit or dispute, and may also retain such Confidential Information for data aggregation/research purposes, but only where School's name is not publicly associated or linked with the Confidential Information.

9. RECRUITMENT OF STAFF

The School agrees not to discuss potential employment opportunities within the School, or otherwise, with any EdOps staff who are employed by EdOps at any time during the term of this Agreement and for a minimum of twelve (12) months following the termination of Services under this Agreement. Should the School extend an offer of employment to such an EdOps employee and it be accepted, the School agrees to pay a placement fee to EdOps equal to the first year's salary of the EdOps staff hired.

10. INDEMNIFICATION/RELEASE

Both parties agree to take commercially reasonable precautions to prevent injury to any persons (including employees of either Party) or damage to any property (including property of both Parties) during the term of this Agreement. Each Party (an "Indemnifying Person") shall defend, indemnify and hold harmless the other Party and its officers, directors, employees, shareholders, and agents (each, an "Indemnified Person") from and against any allegation or claim based on, or any loss, damage, cost, liability, proceeding or award (including but not limited to reasonable attorneys' fees and expenses)(each a "Loss"), resulting from or arising out of (i) the Indemnifying Person's breach of its representations, warranties or obligations under this

Agreement; or (ii) the Indemnifying Person's negligence or intentional wrongdoing in the performance or nonperformance of its obligations under this Agreement or (iii) claims for personal injury, including death, or property damage caused by the Indemnifying Person's performance or nonperformance of its obligations under this Agreement; on each case, provided the Indemnified Person gives prompt notification in writing of any such Loss and the Indemnifying Person has the sole authority to defend or settle the Loss.

11. TERM

The term of this Agreement shall begin on the earlier of the date of this Agreement or the earliest beginning date of a Statement of Work, and continue while any Statement of Work is in effect, unless earlier terminated in accordance with the provisions of this Agreement.

12. TERMINATION

12.1 Termination. This Agreement may be terminated by EdOps or by the School at any time, with or without cause. Such termination shall be effective as of the last day of the month which is at least twenty (20) business days following receipt of written notice of termination. In the event of termination, the School shall pay EdOps all costs reasonably incurred hereunder by EdOps up to the time of termination. Where the Statement of Work provides for a different termination provision, that provision shall supersede this provision as to that Statement of Work and such Statement of Work shall be completed or terminated in accordance with its terms.

12.2 Survival. The terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, including without limitation, Sections 4, 6, 7, 8, 9, 10, 12, 13, 15 and 16 shall so survive the expiration or termination of this Agreement for any reason.

13. NOTICE

Any notice required or permitted by this Agreement must be in writing and shall be deemed to have been given if sent by first class mail (postage prepaid), overnight carrier, telecopy, or personal delivery, addressed: (i) if to EdOps, to the attention of Dan Theisen, (ii) if to the School, to the attention of the Executive Director or (iii) at such other addresses the Party to be notified has designated upon reasonable notice. Notices made pursuant to this paragraph by telecopy, overnight carrier, or personal delivery will be deemed to be effective upon receipt. Notices made pursuant to this paragraph by first class mail will be deemed to be effective on no later than the fifth business day following the mailing of such notice.

14. INDEPENDENT CONTRACTOR/INSURANCE

14.1 Independent Contractor. In performing the Services pursuant to this Agreement, EdOps is an independent contractor, is not an agent or employee of the School, and is not authorized to act on behalf of the School. Further, EdOps will not have any authority or ability to bind, contract on behalf of, or otherwise obligate School in any

manner. EdOps shall at all times and for all purposes be deemed not to be an employee of the School for any purpose whatsoever, including, but not limited to, with respect to workers compensation, health insurance, and other benefits offered by School to its employees. Accordingly, there shall be no withholdings or deductions of any kind with respect to the fee or any other compensation being paid to EdOps hereunder. The daily activities of EdOps assigned to work in fulfillment of a particular Statement of Work will be coordinated by the School; provided, however, that the actual details of such activities shall be under EdOps control. EdOps will maintain general supervisory responsibility for its personnel and may inquire as to performance of such personnel, and will handle complaints, administer discipline, evaluate performance, and provide counseling when necessary. It is understood and agreed by the Parties that EdOps may during the Term provide services identical or similar to the Services provided hereunder to other clients.

14.2 Insurance. EdOps shall maintain the insurance identified in the certificate of insurance attached as Annex A which shall name the School as an additional insured.

15. WARRANTIES & DISCLAIMERS; LIMITATION OF LIABILITY

15.1 Warranties & Disclaimers. Other than expressly provided herein, EdOps provides the services "as is," and the School's use of the services is at its own risk. EdOps does not make and hereby disclaims all warranties and conditions of any kind—express, implied or statutory—including, without limitation, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice.

15.2 Forecasts. During the course of its engagement with the School, EdOps might review historical or other data and provide forward looking forecasts. The School acknowledges that it has a depth of understanding of its own operations and business practices that cannot be fully conveyed to EdOps and thus will critically review and form its own independent judgment regarding any forward looking forecasts provided by EdOps. The School acknowledges that forward-looking forecasts are inherently uncertain and that EdOps cannot guarantee their accuracy, and further acknowledges that the School relies on or causes third parties to rely on any such forecasts provided by EdOps solely at its own risk.

15.3 Government Grant Funding. During the course of this Agreement, EdOps might submit government grant reimbursement requests on behalf of the School or provide other assistance related to government grant programs ("Government Grant Support"). These programs might be administered directly by a federal, state, or local government agency or be passed through an intermediary (in either case, the "Grant Administrator") and could include, without limitation, Elementary and Secondary Education Act Title I, Title II, Title III, and Title V-b funds, and National School Meals Program funds. The School agrees to indemnify and hold harmless EdOps, and each of its managers, officers, directors, agents, and employees from any liability, loss, claim, cost or expense (including

reasonable attorneys' fees) related to Government Grant Support. Specifically, EdOps, and each of its managers, officers, directors, agents, and employees shall not be liable for any losses the School incurs as a result of this arrangement, including but not limited to funds that are not reimbursed by the Grant Administrator, funds that are reimbursed by the Grant Administrator and subsequently must be returned by the School, funds that lapse due to non-submission of reimbursement requests, as well as any consequential, incidental, punitive, special, exemplary or indirect damages (including loss of profits, business opportunity, business interruption).

15.4 Hourly Billing for Legal Proceedings.

Unless otherwise specifically noted, EdOps's Statements of Work and associated fixed fee pricing do not include participation in legal proceedings on behalf of the Client or preparatory work related to such proceedings. Because of the variable and infrequent nature of this type of work, we bill hourly for it at our standard hourly rates

15.5 Limitation of Liability. EdOps shall not be liable for any consequential, incidental, punitive, special, exemplary or indirect damages (including loss of profits, business opportunity, business interruption) arising out of the Agreement, even if it is advised of the possibility of such damages. Notwithstanding the foregoing, the maximum liability of EdOps, its directors, officers, employees, agents and affiliates ("EdOps Parties") to School for damages for any and all causes whatsoever, and School's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the total fees paid to EdOps under this Agreement during the preceding twelve months.

16. GENERAL

16.1 Entire Agreement. This Agreement amends and supersedes the Master Services Agreement between the Parties that was in force as of the Effective Date. This Agreement and any associated Statement(s) of Work constitute the entire agreement between the Parties and supersede any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of this Agreement. All Statements of Work between the parties in force on, or subsequent to, the Effective Date are now governed by this Agreement. This Agreement and any associated Statement(s) of Work may not be changed unless mutually agreed upon in writing and signed by authorized representatives of both Parties.

16.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision

16.3 Governing Law. This Agreement shall be

governed by the laws of the District of Columbia without giving effect to conflict of law provisions.

16.4 Arbitration. All disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Washington, DC, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on any award may be entered in any court having jurisdiction over the Parties. The Parties acknowledge and agree that if a Party breaches this Agreement, the non-breaching Party may not have an adequate remedy at law, and hereby agree that the non-defaulting Party shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

16.5 Prevailing Party Fees. In the event of any arbitration or litigation arising from or related to the Services provided under this Agreement, the substantially prevailing Party will be entitled to recovery of all reasonable costs incurred, including court costs, attorneys' fees, and other related expenses.

16.6 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective members, managers, officers, directors, shareholders, legal representatives, successors, and assigns. Neither Party may assign the rights and obligations set forth herein without the prior written consent of such other Party, except that either Party may assign all of its rights and obligations under this Agreement without consent to a successor-in-interest as a result of a merger or consolidation, or in conjunction with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates.

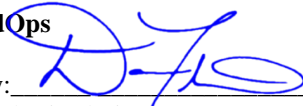
16.7 Force Majeure. Neither the School nor EdOps shall be liable for any performance delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism or other violence, or any law, order, or requirement of any governmental agency or authority provided that the Party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

16.8 Waiver. Waiver by any Party of strict performance of any provision of this Agreement must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require strict performance, of the same provision in the future, or any other provision.

16.9 Counterparts. This Agreement and any Statement of Work may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

EdOps

By:  _____

Authorized Signature

Dan Theisen _____

Printed Name

CEO _____

Title

7/1/22 _____

Date

Lycée Francais de la Nouvelle Orléans

By: _____

Authorized Signature

Printed Name

Title

Date