



LEBRA SERVICES ORDER FORM

Customer: Emmett Independent School District	Contact: Craig Woods
Address: 119 N. Wardwell Ave, Emmett, Idaho, 83617	Phone: (208)365-6301
	E-Mail: cwoods@isd221.net

Service Capacity: As used in this Agreement, references to Software and Services mean the following items checked for the license scope:

Software

- ☐ Lebra Lead: Leadership Engagement Platform
- ☐ Lebra Org AI: Organizational AI Platform
- ☒ Lebra Ascend: Growth-Focused Evaluation Platform

Services

- ☒ Data synchronization ☒ Implementation
- ☒ Maintenance and support ☐ Lebra Launch: Leadership Professional Development

License Scope: License covering up to 20 Authorized Users for the selected software and services.

Term: Initial Term: 3 years Renewal Terms: 1 year

Fees:

The subscription fee for the first year of the Initial Term is \$12,500. This price reflects a discount and a waiver of the standard \$5,000 implementation fee in recognition of Customer's multi-year partnership with Lebra. Customer's subscription term and licensing access will commence on July 1, 2026. Billing will also begin on July 1, 2026, with payment due within thirty (30) days of invoice.

Beginning July 1, 2027, and on each anniversary thereafter, the annual subscription fee will increase by five percent (5%) during the Initial Term and any Renewal Term.

- 0 note cards included. Additional note cards can be purchased in advance for \$5 per note card.
- Optional: \$1,500 - Digitization of handwriting for handwritten notes

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into on 06-01-2026 (the "Effective Date") between Lebra Technologies, Inc. ("Company"), and the Customer listed above ("Customer"), each of whom is a "Party" and collectively the "Parties" to this Agreement. This Agreement includes and incorporates the above Order Form, the Terms and Conditions, and the Exhibits.

Lebra Technologies, Inc

Customer

Signed: Matt Wenzel
Matt Wenzel, Co-Founder and CEO

Signed: Craig Woods
Name: Craig Woods
Title: Superintendent



part of the Software and Services. Company shall own and retain all right, title and interest in and to (a) the Software and Services, all improvements, enhancements, modifications, and derivative works relating thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, and (c) all intellectual property rights related to any of the foregoing.

3.3 The parties agree that any processing of Personal Information shall be subject to the Company's standard Data Processing Addendum ("DPA"), which is hereby incorporated by reference and available upon request. The Company's services are designed to process only non-sensitive personally identifiable information (non-sensitive PII). Customer agrees not to upload or share information governed by FERPA, HIPAA, or other sensitive data regulations unless explicitly agreed to in writing. Upon Customer's request, Company will provide a copy of the then-current DPA. If Customer requires a separate DPA to be executed, the parties agree to work in good faith to complete one in accordance with applicable privacy laws.

4. PAYMENT OF FEES

4.1 Subject to Section 4.3 below, Customer will pay Company the fees described in the Lebra Services Order Form supplied to Customer, which is incorporated herein (the "Fees"). If Customer's use of the Software or Services exceeds the Service Capacity described in the Order Form, or otherwise requires the payment of additional fees per the terms of this Agreement, Customer will be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Customer will pay in full for the Software and Services up to and through the termination date.

4.2 Company may choose to issue invoices to Customer, in which case, full payment must be received by Company within thirty (30) days of invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Software and Services. Customer shall be responsible for all taxes, levies, or similar charges related to the Services, except for taxes based on Company's net income. If Customer claims tax-exempt status, Customer shall provide a valid exemption certificate upon request.

4.3 Fees set forth in the Order Form are effective for the first year of the Initial Term. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter (including during any multi-year Initial Term and any Renewal Term), Fees will automatically increase by five percent (5%).

5. TERM AND TERMINATION

5.1 The initial term of this Agreement begins on the Effective Date and, unless terminated earlier as permitted herein, will continue in effect for the Initial Term. Thereafter, this Agreement will automatically renew for successive 1 year terms (each a "Renewal Term") unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the

expiration of the then-current term. The Initial Term and any Renewal Term are collectively known as the "Term" of this Agreement.

5.2 In addition to any other remedies it may have, either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement (including for nonpayment) and the breach is either (a) incapable of cure, or (b) capable of cure but remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of the breach.

5.3 Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may delete stored Customer Data.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation Section 3 (Confidentiality; Proprietary Rights), Section 4 (Payment of Fees), Section 7 (Indemnity); and Section 8 (Limitations of Liability).

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER OF WARRANTIES

6.1 Each Party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants under this Agreement; (c) the execution of this Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party.

6.2 Company represents, warrants, and covenants to Customer that Company will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar service and will devote adequate resources and commercially reasonable efforts to meet its obligations under this Agreement in accordance with the Service Level Agreement.

6.3 Certain features of the Software are powered by artificial intelligence ("AI") tools supplied by third parties, which may generate responses and other output based upon Customer's source materials and queries. Customer acknowledges and agrees the AI tools may not always be accurate and should not be relied upon as the sole source of truth or factual information. Company cannot and does not verify the accuracy and completeness of output generated by the AI tools. Customer is responsible for verifying the accuracy and appropriateness of the output for Customer's own use.

6.4 Customer acknowledges that certain features of the Software (including Org AI and Ascend) may allow Customer to upload, store, or interact with statutes, regulations, policies, or



DECISIONS, ACTIONS, OR OMISSIONS TAKEN BY CUSTOMER OR ITS AUTHORIZED USERS BASED ON OUTPUTS GENERATED BY THE SOFTWARE OR BASED ON ANY UPLOADED CONTENT, INCLUDING STATUTES, REGULATIONS, POLICIES, OR THIRD-PARTY FRAMEWORKS.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable as written. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and/or modifications or amendments must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with the Company to serve as a reference account upon request. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement. Facsimile or pdf versions of signatures shall be as effective as original signatures.



- **Customer Responsibilities:** The Customer shall be solely responsible for the creation, formatting, and transfer of the Data File to the Lebra SFTP Server. The Data File must comply with the formatting specifications provided by Company. Customer will provide Company with the necessary access and permissions to install the platform and integrate it with existing systems as required. Customer will timely cooperate with Company's request to complete platform testing and feedback.
- **Company Responsibilities:** Company shall provide the Customer with the necessary credentials to access the Lebra SFTP Server for the purpose of transferring the Data File. Company shall ensure the availability and maintenance of the Lebra SFTP Server and shall ensure that appropriate security measures are in place to protect the transferred Data Files.
- **Data File Transfer:** The Customer shall ensure that the Data File is transferred to the Lebra SFTP Server in a timely manner and in accordance with any deadlines specified in this Agreement or subsequently agreed upon between the parties.
- **Security and Confidentiality:** Both parties agree to adhere to reasonable standards of data security and confidentiality with respect to the Data Files, consistent with the Data Processing Addendum.
- **Warranties and Liabilities:** Company warrants that it will maintain the Lebra SFTP Server in a manner consistent with industry standards. The Customer warrants that the Data Files will not contain any malicious code or data that could harm the Lebra SFTP Server or Lebra's systems.
- The price set forth in the Quote is based upon the estimated time to completion under the scope and conditions disclosed by Customer. In the event of unforeseen difficulties arising out of Customer Data or the Data File, Company reserves the right to (a) extend the deadlines for delivery by Company specified in this Agreement, and/or (b) charge Customer additional Fees on a time and materials basis, provided Customer has received notice of and agreed in writing to such additional Fees.

If selected in the Order Form, the **Implementation Services** will include Company's commercially reasonable efforts towards setup, configuration, and deployment of the selected product(s) within the Customer's organization. The implementation process is structured to align with the Customer's needs, with a focus on ease of use, minimal disruption, and swift integration. This encompasses:

- **Initial Setup and Configuration:** Tailoring the platform to meet the Customer's specific requirements, including custom settings and user access controls.
- **Applicable to Org AI, guidance on Data and Document Upload:** Lebra will provide guidance and training to enable the Customer to batch upload organizational policies, procedures, and other documents into the platform.
- **Platform Integration:** Ensuring seamless integration with the Customer's existing systems and infrastructure where applicable.
- The implementation process is streamlined and typically follows these phases:
 - **Discovery and Planning:** Initial discussions to understand the Customer's organizational structure and specific goals. A tailored implementation plan is created to map out key steps, timelines, and resource needs.
 - **Configuration and Deployment:** Configuration of the selected product(s) to align with the Customer's operational requirements, followed by deployment within the organization. The intuitive platform ensures this process is straightforward and minimally disruptive.
 - **User Training and Onboarding:** Comprehensive training sessions designed to empower users with the skills to effectively use the system, including guidance on uploading documents and creating prompts. The platform's intuitive design ensures quick adoption, minimizing the need for extensive training.

If selected in the Order Form, the Software will include **Lebra Launch: Action-Oriented Leadership Development Service**. The service will provide leaders with clear, research-backed action plans designed to help them build habits, drive impact, and strengthen their leadership in the flow of daily work. Lebra Launch combines leadership coaching with structured guidance, nudges, and reflection tools delivered through Lebra to ensure great leadership behaviors are embedded and sustained. It will consist of the following features:

- **Quarterly Leadership Plans:** Clear, actionable plans based on proven leadership strategies, broken down into quarters, months, and weeks.
- **Integrated Nudges and Prompts:** In-platform guidance that helps leaders apply strategies in their daily work, reinforcing habits that drive results.
- **Reflection and Meeting Tools:** Structured prompts and guides to support leader self-reflection and team discussions aligned to each plan.
- **Coaching Support:** Access to facilitated sessions each quarter to review progress, share insights, and plan next steps.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
DVNCJ-DYZHD-COKVN-IMVZP

DOCUMENT COMPLETED BY ALL PARTIES ON
02 JUN 2026 20:18:44
UTC

SIGNER

TIMESTAMP

SIGNATURE

CRAIG WOODS

EMAIL
CWOODS@ISD221.NET

SHARED VIA
LINK

SENT
01 JUN 2026 21:26:44
VIEWED
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Craig Woods

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RECIPIENT VERIFICATION

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