



Software Subscription and Services Agreement

Between Stroll and the School District named below:

This Software Subscription and Services Agreement (the "Agreement") is entered into as of the Effective Date below, by and between STROLL LLC, a Louisiana limited liability company (Charter No. 47061441K), domiciled in Wisner, Louisiana, with a mailing address of PO Box 141, Wisner, Louisiana 71378 ("Stroll"), and the school district identified below (the "District"). Stroll and the District are each a "Party" and together the "Parties." The Order Form on this page and the Exhibits attached hereto are incorporated into and form part of this Agreement.

A. ORDER FORM

SCHOOL DISTRICT (LEGAL NAME)

Claiborne Parish Schools

EFFECTIVE DATE

8-30-2026

DISTRICT MAILING ADDRESS

Post Office Box 600 Homer, LA 71040

AUTHORIZED CONTACT

Bewanichi Sheppard

EMAIL

bsheppard@cpsb.us

PHONE

318927350

SCHOOLS COVERED

Haynesville Elementary, Haynesville High, Homer Elementary, Homer Jr, Homer High, Summerf

NO. OF SCHOOLS

6

INITIAL TERM BEGINS

8-3-2026

INITIAL TERM ENDS

6-30-2027

PURCHASE ORDER NO. (IF ANY)

ANNUAL FEE PER SCHOOL

\$1,000.00

TOTAL ANNUAL FEE

\$6,000.00

PAYMENT TERMS

Net 30

Provider: Stroll LLC · Michael Young, Member · PO Box 141, Wisner, LA 71378 · strolledu.com

1. DEFINITIONS

- 1.1 "Service" means the Stroll web application made available at app.strolledu.com, together with any related setup, training, and support services provided by Stroll under this Agreement.
- 1.2 "Authorized Users" means employees and contractors of the District — including administrators, instructional coaches, and other staff — whom the District permits to access the Service.
- 1.3 "District Data" means all data submitted to or generated within the Service by or on behalf of the District, including teacher records, walkthrough records, action steps, check-ins, coaching notes, and account information for Authorized Users.
- 1.4 "Student PII" means personally identifiable information about a student, as that term is used in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and in La. R.S. 17:3914.

2. THE SERVICE AND LICENSE GRANT

- 2.1 Subject to the terms of this Agreement and payment of the fees set out in the Order Form, Stroll grants the District a non-exclusive, non-transferable, non-sublicensable right during the Term for its Authorized Users to access and use the Service for the District's internal educational purposes at the schools identified in the Order Form.
- 2.2 There is no per-seat charge. The District may enroll as many Authorized Users at the covered schools as it wishes.
- 2.3 Stroll will perform the setup and onboarding described in Exhibit A, including creating the District's schools and teacher rosters from information the District provides.
- 2.4 The District shall not (a) resell, sublicense, or make the Service available to any third party; (b) reverse engineer or attempt to derive the source code of the Service; or (c) use the Service to build a competing product.

3. DISTRICT RESPONSIBILITIES

- 3.1 The District is responsible for the accuracy of the information it provides for roster setup and for maintaining the confidentiality of Authorized User credentials.
- 3.2 The District shall ensure that its Authorized Users do not enter Student PII into the Service. See Section 7.
- 3.3 The District shall promptly notify Stroll when an Authorized User should no longer have access, and may remove that user at any time through the Service.

4. FEES, INVOICING, AND PAYMENT

- 4.1 The District shall pay the fees set out in the Order Form. Fees are stated per school per year and are invoiced annually in advance unless the Order Form states otherwise.
- 4.2 Undisputed invoices are payable within thirty (30) days of receipt. The District will not be charged for a school added mid-year except on a pro-rata basis agreed in writing.

- 4.3 Stroll may increase fees for any Renewal Term by giving the District at least sixty (60) days' written notice before the end of the then-current Term. If the District does not accept the increase, it may decline to renew.
- 4.4 Fees do not include applicable taxes. The District represents that it is a tax-exempt public body and will provide an exemption certificate on request.

5. TERM, RENEWAL, AND TERMINATION

- 5.1 This Agreement begins on the Effective Date and continues for the Initial Term stated in the Order Form.
- 5.2 The Agreement renews for successive one-year Renewal Terms only if the District affirmatively elects to renew in writing. There is no automatic renewal and no evergreen clause.
- 5.3 Either Party may terminate this Agreement for material breach if the breaching Party has not cured the breach within thirty (30) days of written notice describing it.
- 5.4 The District may terminate this Agreement for convenience on thirty (30) days' written notice. In that event, Stroll will refund the unused portion of any prepaid fees on a pro-rata basis.
- 5.5 On termination or expiration, Sections 6, 7, 8, 10, 11, 14, 15, and 18 survive.

6. DISTRICT DATA

- 6.1 As between the Parties, the District owns all District Data. Stroll claims no ownership interest in it.
- 6.2 The District grants Stroll a limited license to host, process, transmit, and display District Data solely to provide and support the Service for the District.
- 6.3 Stroll will not sell District Data, will not share it with any third party for that party's own purposes, will not use it for advertising or marketing, and will not use it to train any machine learning or artificial intelligence model except where the data has been aggregated and de-identified such that no individual district, school, employee, or student can reasonably be identified.
- 6.4 The District may export District Data at any time during the Term in a machine-readable format, at no charge.
- 6.5 Following termination, Stroll will make District Data available for export for thirty (30) days and will then permanently delete it from its production systems within thirty (30) further days, and from backups within ninety (90) days, unless the District requests otherwise in writing. Stroll will certify deletion in writing on request.

7. STUDENT DATA AND LOUISIANA LAW

Stroll is not designed to receive Student PII.

The Service records classroom walkthroughs, action steps for teachers, and coaching follow-up. It has no field for a student's name, identification number, or any other student identifier, and Stroll does not request, require, or knowingly collect Student PII.

Stroll measures change in teaching practice. It never measures a student.

- 7.1 The Parties acknowledge that La. R.S. 17:3914 (Act 837 of 2014) restricts the collection and sharing of Student PII and prescribes minimum contract terms where a vendor receives it, and that La. R.S. 17:3913 (Act 677 of 2014) requires that agreements transferring Student PII be made publicly available. Because Stroll does not receive Student PII, those provisions are not expected to be triggered by this Agreement.
- 7.2 The District shall instruct Authorized Users not to enter Student PII into free-text fields. If Stroll becomes aware that Student PII has been entered, it will notify the District and, at the District's direction, delete it.
- 7.3 If the District nevertheless requires Stroll to execute the District's standard student data privacy addendum, data sharing agreement, or Act 837 vendor addendum, Stroll will do so, and that addendum will control over this Agreement to the extent of any conflict on the subject of student data.
- 7.4 Teacher and staff information processed in the Service is District employment information, not an education record. Stroll will treat it as Confidential Information under Section 10.

8. ETHICAL USE COMMITMENTS

- 8.1 The Service tracks change in teaching practice. Stroll will not build, enable, or configure any feature that attributes individual student outcomes to an individual teacher.
- 8.2 The Service will not display an individual teacher's evaluation score, value-added measure, or similar rating alongside that teacher's individual coaching records.
- 8.3 The commitments in this Section 8 are material terms. Stroll will not waive them at the request of the District or any other customer. The District may terminate this Agreement immediately and receive a pro-rata refund if Stroll breaches this Section.
- 8.4 For the avoidance of doubt, nothing in this Section prevents the District from using school-level or grade-level student data, outside the Service, to decide where to direct its coaching.

9. SECURITY

- 9.1 Stroll will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect District Data, as further described in Exhibit B.
- 9.2 District Data is logically isolated from that of every other district by row-level security enforced at the database layer. Access within the District is limited by role.
- 9.3 District Data is stored and processed within the United States.
- 9.4 Stroll will notify the District without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any unauthorized acquisition of or access to District Data, and will cooperate with the District in meeting its obligations under Louisiana's Database Security Breach Notification Law and any other applicable law.

10. CONFIDENTIALITY

- 10.1 Each Party may receive information of the other that is marked confidential or that a reasonable person would understand to be confidential. Each Party will protect the other's Confidential Information with at least the care it uses for its own, and will use it only to perform this Agreement.

- 10.2 Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was already known to it without restriction, or is independently developed by it.
- 10.3 The District is a public body and may be required to disclose this Agreement under the Louisiana Public Records Law. Disclosure required by law is not a breach of this Section.

11. INTELLECTUAL PROPERTY AND FEEDBACK

- 11.1 Stroll owns all right, title, and interest in the Service, including all software, designs, and documentation, and all improvements to them. No rights are granted to the District except the limited license in Section 2.
- 11.2 If the District or its Authorized Users provide suggestions or feedback about the Service, Stroll may use that feedback without restriction and without obligation to the District. Feedback will not include District Data.

12. SUPPORT AND SERVICE LEVELS

- 12.1 Stroll will provide the support described in Exhibit A.
- 12.2 Stroll targets monthly availability of 99.5% for the Service, excluding scheduled maintenance and events outside Stroll's reasonable control. If availability falls below 99.0% in a calendar month, the District is entitled, on request, to a credit equal to one-twelfth of the monthly pro-rata fee for each such month.

13. WARRANTIES AND DISCLAIMER

- 13.1 Each Party represents that it has the authority to enter into this Agreement.
- 13.2 Stroll warrants that it will provide the Service in a professional and workmanlike manner and in accordance with the descriptions in this Agreement and its Exhibits.
- 13.3 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS." STROLL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STROLL DOES NOT WARRANT THAT USE OF THE SERVICE WILL PRODUCE ANY PARTICULAR EDUCATIONAL OUTCOME.

14. LIMITATION OF LIABILITY

- 14.1 NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY THE DISTRICT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 14.3 The limitations in this Section do not apply to Stroll's obligations under Section 15, to either Party's breach of Section 10, or to Stroll's breach of Sections 6.3, 7, or 8.

15. INDEMNIFICATION

- 15.1 Stroll will defend the District against any third-party claim that the Service infringes a U.S. intellectual property right, and will indemnify the District against damages finally awarded, provided the District promptly notifies Stroll and permits Stroll to control the defense.
- 15.2 Stroll will defend and indemnify the District against third-party claims arising from Stroll's unauthorized disclosure of District Data caused by Stroll's negligence or willful misconduct.
- 15.3 The District's indemnification obligations, if any, are limited to the extent permitted by Louisiana law governing public bodies. Nothing in this Agreement requires the District to indemnify Stroll beyond what Louisiana law permits.

16. PUBLICITY

- 16.1 Neither Party will use the other's name, logo, or marks in any public communication without prior written consent. Consent for a specific use may be given by email.

17. GENERAL

- 17.1 Assignment. Neither Party may assign this Agreement without the other's written consent, except that Stroll may assign it in connection with a merger, acquisition, or sale of substantially all of its assets, on written notice to the District. In that event the commitments in Sections 6.3, 7, and 8 bind the successor.
- 17.2 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, excluding the obligation to pay fees already due.
- 17.3 Notices. Notices must be in writing. Notices to the District go to the address and email in the Order Form. Notices to Stroll go to Stroll LLC, PO Box 141, Wisner, Louisiana 71378, and to the email address published on strolledu.com. Email notice is effective on confirmation of receipt.
- 17.4 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, or employment relationship.
- 17.5 Severability. If any provision is held unenforceable, the remainder of the Agreement remains in effect and the unenforceable provision is modified to the minimum extent necessary.
- 17.6 Entire agreement. This Agreement, including its Order Form and Exhibits, is the entire agreement between the Parties on its subject matter and supersedes all prior proposals and discussions, including any pilot agreement. It may be amended only by a writing signed by both Parties.
- 17.7 Order of precedence. In the event of conflict, the following order controls: (a) any student data privacy addendum executed under Section 7.3; (b) the Order Form; (c) these terms; (d) the Exhibits.

18. GOVERNING LAW AND VENUE

- 18.1 This Agreement is governed by the laws of the State of Louisiana, without regard to its conflict-of-laws rules.
- 18.2 Venue for any dispute lies in the state courts of the parish in which the District is located. Before filing suit, the Parties will attempt in good faith to resolve the dispute through a meeting of persons with authority to settle it.

19. SIGNATURES

Each Party is signing through a representative with authority to bind it. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original.

For the District



SIGNATURE

PRINTED NAME

Bewanichi Sheppard

TITLE

Federal Programs Supervisor

DATE

8-3-2026

For Stroll

SIGNATURE

PRINTED NAME

Michael Young

TITLE

Member

DATE

DISTRICT BOARD APPROVAL / AGENDA ITEM REFERENCE (IF REQUIRED)

EXHIBIT A — SETUP, TRAINING, AND SUPPORT

- **Setup.** Stroll creates the District, its schools, its roles, and its teacher rosters from a roster file the District provides. Target: the District is able to record its first walkthrough within two business days of receiving the roster.
- **Training.** One session of approximately sixty minutes with the District's administrators and instructional coaches before first use, delivered in person or by video call, at no additional charge.
- **Support channel.** Email support to the address published in the Service. Stroll will acknowledge requests received on a school day by the end of the next school day.
- **Urgent issues.** An issue that prevents Authorized Users from recording walkthroughs or accessing existing records is treated as urgent, and Stroll will begin work on it the same school day.
- **Maintenance.** Stroll will give at least three business days' notice of any planned maintenance expected to interrupt the Service, and will schedule it outside school hours where practicable.
- **Product updates.** New features released during the Term are included at no additional charge unless offered as a separately priced module, in which case the District is under no obligation to purchase it.

EXHIBIT B — SECURITY AND DATA PRACTICES

- **Authentication.** Authentication is by email and password with a secure password-reset flow. The District controls who is invited and who is removed.
- **Tenant isolation.** Every record carries a district identifier, and access is enforced by row-level security policies at the database layer rather than in application code alone. One district cannot read another's data.
- **Role-based access.** Three roles — district administrator, school administrator, and coach — determine what each user can see and do. Coaching records are visible only to those with a role that permits it.
- **Encryption.** Data is encrypted in transit using TLS and at rest by the hosting provider.
- **Hosting and subprocessors.** The Service is hosted on infrastructure operated within the United States. Stroll uses the following subprocessors: Supabase (database, authentication, and file storage), Netlify (application hosting), and Resend (transactional email). Stroll will give the District notice before adding a subprocessor that processes District Data.
- **Backups.** The hosting provider maintains automated backups. Stroll will restore from backup in the event of data loss caused by Stroll or its infrastructure.
- **Export and deletion.** District administrators may export District Data at any time. On termination, see Section 6.5.

Data points the way. It never points the finger.