SERVICES AGREEMENT AND LICENSE

School-Based Software and Services

"**Effective Date**"	The date on which both Relay and Customer have executed this Agreement.
"**Customer**":	Campbell County School District #1
Customer Address:	PO Box 3033, Gillette WY 82717
"Administrative Support Activities":	Design and implement individualized education plans for students.
"**Relay**":	RELAYHUB, LLC, a Delaware limited liability company
"**Relay Address**":	400 Metacom Avenue Suite 507, Bristol RI 02809
"**System**":	Medley [IEP Software and the related platform]

This Services Agreement and License (this "**Agreement**") is made by and between Relay and Customer. Each of Relay and Customer are referred to herein as a "**Party**" and collectively, the **"Parties**."

WHEREAS, Customer is an educational institution that uses software to facilitate its Administrative Support Activities;

WHEREAS, Relay owns a proprietary, software-based System that is used by educational institutions to facilitate their administrative support activities;

WHEREAS, on the terms and conditions set forth herein, Customer desires to use the System to facilitate its Administrative Support Activities, and Relay desires to provide the System and certain Services (as defined below) to Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows.

1. Services and License.

1.1 **Services.** Relay will provide the services set forth in Section 3 below and described on Schedule A attached hereto (hereinafter "**Services**"). Customer will be responsible for the actions set forth on Schedule B attached hereto, each of which is necessary in order for Relay to provide the Services. At the Customer's option, and subject to acceptance by Relay, the Customer may purchase additional services from Relay (which, upon purchase, shall be deemed

Services to the Customer under this Agreement) for which additional fees shall apply as set forth on a pricing schedule agreed in a signed and approved amendment to this Agreement

1.2 **License**.

(a) License to Use the System**.** In connection with Relay providing the Services, Relay grants to Customer a limited term, limited use, non-exclusive, and non-transferable license (the "**License**") to use the System and all related documentation during the Term, as defined below, solely for purpose of facilitating the Administrative Support Activities. Customer may not, and the License does not include the right to: (a) lease, loan, resell, sublicense, or otherwise allow access to the System to any third party other than Customer's employees and authorized personnel ("**Users**"); (b) use the System to provide or operate application service provider, service bureau, marketing, outsourcing services, or consulting services, or to otherwise commercially exploit the System; (c) use the System to develop any service that is competitive with the System; (d) publish or otherwise distribute passwords to the System except to its personnel, agents, or duly authorized Users, or (e) use an unauthorized password to access the System. Customer shall notify Relay if it becomes aware of any unauthorized third-party access to, or use of, the System. Customer retains sole ownership of all student records, student data, education records, personally identifiable information from education records, and data provided by the Customer that is maintained in or processed through the system but Relay shall own all right, title, and interest to all data developed in connection with the Services (the "**Licensed Data**") subject to its confidentiality obligations in this Agreement. Customer is hereby granted the perpetual, irrevocable, royalty-free right and license to use all Licensed Data for any purpose during the term of this Agreement and at any time thereafter. Notwithstanding the foregoing, Relay shall not share, license, sell or otherwise provide the Licensed Data to any third party. For purposes of clarity, Relay shall only be permitted to use the Licensed Data for the purpose of gathering information on an anonymous basis for internal purposes. This provision shall survive termination of the Agreement. Licensed data shall not include student data, information and other information provided by Customer to Relay. Such information shall be owned by Customer, and Relay shall protect such information as confidential as required by the Family Educational Rights and Privacy Act (FERPA).

(b) Customer acknowledges and agrees that the software licensed to Customer pursuant to the License and the ideas, methods of operation, processes, know-how, aesthetic aspects, sub-systems, and modules included therein, the graphical user interfaces therefor, and the look and feel of such software and System are proprietary materials which contain valuable trade secrets and other intellectual property (the **"Intellectual Property Rights**") and that all Intellectual Property Rights are owned exclusively by Relay.

(c) Customer acknowledges and agrees that Relay shall retain all right, title, and interest in and to all Intellectual Property Rights and modifications or enhancements thereto, subject to any license granted under the Agreement. Customer may develop and own software which interfaces with the Relay software as long as Customer's software does not contain or use any Relay object code or source code.

2. Compensation.

2.1 For the Services and the License granted hereby, Customer agrees to pay Relay the fees set forth in Schedule C attached hereto (the "**Fees**") which are stated exclusive of taxes. The Customer shall remit payment for all Fees within 30 days of the date of an invoice from Relay. Relay reserves the right to administer a late charge of 2% for each month or part of a month that payment is overdue, but not greater than the highest amount permitted by applicable law.

2.2 Relay shall add applicable sales tax on the Fees unless the Customer is exempt from paying sales tax and provides adequate documentation of such exemption to Relay.

2.3 If applicable laws require the withholding of taxes by Customer under this Agreement, Customer shall notify Relay and Relay shall provide documentation necessary to eliminate the withholding requirement; provided that if Relay is not able to reasonably satisfy Customer that withholding is not required, then Customer shall withhold and remit the required tax to the proper governmental authority.

2.4 To enable electronic billing, Customer shall be required to complete Schedule D attached hereto.

2.5 Relay may not increase Fees during the Term.

3. Staffing, Point Persons and Set-Up.

3.1 **Staffing and Point Persons**. Relay will provide staff to perform the Services in accordance with its normal staffing practices. For purposes of handling communications between the Parties with respect to the Services, point persons will be designated by the respective Parties in writing within 15 days after the Effective Date and may be changed from time to time by the appropriate Party.

3.2 **Data Format**. To achieve streamlining of data from Customer's system into the System, Customer agrees to provide data in accordance with Relay's data format guidelines (list of guidelines can reviewed at relayhub.com/dataguidelines). Delays by Customer in providing data in the required format will result in a delay in the implementation of the System.

3.3 **Implementation**. Upon execution of this Agreement, Relay shall begin configuration of the System for purposes of implementing and allowing access to the System by Customer in accordance with the terms of this Agreement. Upon completion of testing and implementation of the System ("**Implementation**"), Customer will have access to the System for the purpose to be used in accordance with the License

3.4 **System Up-Time Levels**.

(a) Relay will use commercially reasonable efforts to ensure System is available to the Customer according to the standards outlined in this Agreement, exclusive of any

maintenance periods. Relay may require the interruption of access to the System for maintenance purposes and Relay will use commercially reasonable efforts to conduct all such maintenance during scheduled maintenance windows from Monday - Friday, 8:00 PM ET – 3:00 AM ET, and Friday 8:00 PM ET to midnight Sunday ET. Relay will use commercially reasonable efforts to notify the Customer of scheduled downtime expected to exceed sixty (60) minutes at least seventy-two (72) hours in advance.

(b) Relay will use commercially reasonable efforts to provide Customer with access to the System at least 99.9% of uptime during normal business hours of Customer, as measured annually, excluding planned downtime and maintenance. Relay will use reasonable efforts to notify Customer within one hour of any known and verified unscheduled downtime of the System and provide status updates periodically until the System is restored. Relay will immediately notify Customer when the service is restored.

(c) Relay will promptly respond to Customer's reasonable inquiries regarding the System and issues encountered in connection therewith. Relay shall provide such assistance to customers during standard business hours Monday - Friday from 8:00 AM to 5:00 PM EST via email at help@relayhub.com. Relay will use commercially reasonable efforts to respond to and resolve any of Customer's inquiries in a timely manner.

3.5 **Training**.

(a) Relay shall conduct training of Users at such times and in accordance with its training procedures following Implementation for a period to be determined by Relay not to exceed thirty (30) days ("**Training**").

(b) Relay shall give written notice to Customer upon completion of Training. Any additional testing or training requested by Customer shall be at the cost and expense of Customer, including payment of Relay's applicable training fee(s) and reimbursement of any costs and expenses incurred by Relay, including travel, lodging and meals.

4. Term and Termination.

4.1 **Term**. The initial term of this Agreement (the "**Initial Term**") shall commence on July 1, 2026, and shall continue for a period of one (1) year thereafter. This Agreement shall not automatically renew. Any renewal must be in writing and approved by Customer.

4.2 **Termination for Cause**. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

For the avoidance of doubt, Customer's failure to pay Fees owed hereunder within 45 days of the due date shall be considered a material breach.

4.3 **Effect of Termination or Expiration**. Upon expiration or termination of this Agreement:

(a) Relay shall cease to perform the Services;

(b) The License and Customer's access to the System and any related documentation and shall terminate;

(c) if such termination is due to Customer's breach that has not been cured in accordance with Section 4.2(a), Relay shall declare all amounts owed to Relay by Customer for the entire Term to be immediately due and payable;

(d) if such termination is due to Relay's breach that has not been cured in accordance with Section 4.2(a), Customer shall pay Relay's outstanding invoices for services actually completed and Customer shall have no further payment obligations to Relay under the Agreement.

Certain provisions set forth in the Terms and Conditions (as defined below) shall survive after termination of the Agreement.

4.4 **Non-Appropriation**. Customer's obligations under this Agreement are subject to annual appropriation and availability of funds. In the event sufficient funds are not appropriated, budgeted, or otherwise made available for the continued performance of this Agreement, Customer may terminate this Agreement without penalty upon written notice to Relay. Notwithstanding the availability of funds, Customer retains sole discretion to determine whether to renew or continue this Agreement at the end of any term, and the availability of appropriated funds does not obligate Customer to renew. Customer will promptly provide Relay notice of any failure of appropriations, budget or other event that could reasonably be expected to result in sufficient funds not being available and upon such notice, Relay may terminate this Agreement and cease providing Services hereunder.

5. **Notices.** All notices given by either Party to the other Party under the Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other Party's President or Chief Executive Officer or person holding the equivalent position at its address set forth above or such other person or address as a

Party may indicate in writing from time to time. Such notice shall be copied via email to support@relayhub.com

6. Additional Terms and Conditions. The terms and conditions set forth in Schedule E and F attached hereto shall apply to this Agreement and are expressly incorporated into this Agreement. Except for such terms and condition, no terms or conditions, including online or website terms, shall apply to this Agreement unless expressly attached to this Agreement and approved in writing by Customer.

7. Wyoming Governmental Claims Act. Nothing in this Agreement shall be construed as a waiver of Customer's governmental immunity or any notice, defense, limitation or protection available to Customer under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict-of-law principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Campbell County, Wyoming. Relay and Customer each waive their right to a trial by jury for any disputes between the Parties.

9. Public Records. Customer is a Wyoming public entity subject to the Wyoming Public Records Act and other laws governing public records and governmental transparency. Nothing in this Agreement shall require Customer to withhold, conceal or refuse to disclose records when disclosure is required by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their signatures below.

RELAYHUB, LLC.	**Campbell County School District #1**
By: _____ *(Signature)*	By: _____ *(Signature)*
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE A
RELAY OBLIGATIONS – IEP

Provide the set-up, training and implementation services set forth in Section 3 of the Agreement.

Services include a comprehensive software platform that supports student information import, evaluations and assessments data capture, IEP development and team task management, standardized reporting, and student progress tracking.

SCHEDULE B
CUSTOMER OBLIGATIONS - IEP

Customer will identify a primary IEP contact for Relay for high level communication; Customer will communicate changes in Customer administration to Relay in a timely manner;

SCHEDULE C
FEES - Medley

Relay Pricing	Year 1
Annual IEP Medley	$19,411
504 Licensure	$6,600
Total Cost	$26,001

All state mandated changes are configured at no charge to the Customer throughout the Term. Any trainings, professional development, or additional services requested by the District beyond those expressly included in this Agreement shall be provided at an additional cost, subject to mutual written agreement.

RELAY

SCHEDULE D

Electronic Invoicing Information Sheet

FOR ELECTRONIC INVOICING		
Name:		
School Customer: Campbell County School District		
Phone:		
Email:		
Address:		
City:	**State:**	**Zip Code:**

Special Instructions/PO#

ELECTRONIC INVOICING INFORMATION SHEET

Please complete contact information for submission of invoices

186987472.3
186987472.67

SCHEDULE E
FERPA/STUDENT DATA PRIVACY ADDENDUM

RELAYHUB, LLC. (Hereinafter referred to as "**Relay**")
400 Metacom Avenue
Suite 507, Bristol, RI 02809

Campbell County School District (Hereinafter referred to as "**District**" or "**Customer**")

PO Box 3033 Gillette, WY 82717

This FERPA / Student Data Privacy Addendum supplements the Services Agreement for Medley between Relay and Customer. Relay provides IEP documentation software and related services to Customer and may receive, maintain, store, transmit, or process education records and personally identifiable information from education records as those terms are used under FERPA.

The parties enter into this Addendum to confirm their respective obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. Customer is an educational agency or institution subject to FERPA. Relay is acting as a contractor and school official performing institutional services for Customer and may access education records only for purposes authorized by Customer and this Agreement.

1. Definitions.

"**Education Records**" means education records as defined by FERPA and its implementing regulations.

"**Student Data**" means personally identifiable information from Education Records that Relay receives, maintains, stores, transmits, or processes on behalf of Customer.

"**Protected Data**" means Education Records and Student Data, collectively.

"**Authorized Purpose**" means Relay's provision of the contracted Services under the Agreement.

2. Use of Protected Data.

Relay shall use Protected Data only for the Authorized Purpose. Relay shall not use, disclose, sell, rent, license, transfer, alter, mine, or commercially exploit Protected Data except as expressly authorized by Customer, required by law, or necessary to provide the contracted Services.

3. FERPA Compliance.

Relay acknowledges that it is receiving access to Education Records solely as a

contractor performing institutional services for Customer and shall be under the direct control of Customer with respect to the use and maintenance of Education Records for purposes of 34 C.F.R. § 99.31(a)(1)(i)(B).

4. Safeguards.

Relay shall maintain reasonable administrative, technical, and physical safeguards designed to protect Protected Data from unauthorized access, use, disclosure, alteration, or destruction.

5. Subcontractors.

Relay shall not disclose Protected Data to any subcontractor or third-party service provider unless the disclosure is necessary to provide the contracted Services and the subcontractor or third-party service provider is bound by written obligations at least as protective as those contained in this Addendum.

6. Security Incident or Unauthorized Disclosure.

Relay shall notify Customer of any unauthorized access, use, disclosure, acquisition, or security incident involving Protected Data without unreasonable delay and in no event later than five (5) business days after discovery.

7. Parent, Eligible Student, and Third Party Requests.

Relay shall promptly notify Customer of any request it receives from a parent, eligible student, or third-party including legal authorities issuing subpoenas, warrants, or government demands seeking access to, correction of, or disclosure of Protected Data. Relay shall not respond to the request unless authorized by Customer or required by law.

8. Return or Destruction of Data.

Upon expiration or termination of the Agreement, Relay shall provide Customer with a complete export of all Protected Data in a commercially reasonable, usable format . After confirming export, Relay shall immediately return or securely destroy Protected Data in its possession unless retention is required by law.

9. Survival.

Relay's confidentiality, data protection, return, and destruction obligations shall survive expiration or termination of the Agreement.

RELAYHUB, LLC.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Campbell County School District #1

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

SCHEDULE F
TERMS AND CONDITIONS

The following terms and conditions (the "**Terms and Conditions**") apply to the Services Agreement and License (the "**Agreement**") with respect to the provision of services and licensing from RelayHub, LLC ("**Relay**") to customers of Relay ("**Customers**") in connection with, as applicable, the collection on behalf of customers under Medicaid and other payment services for school-based healthcare or, as applicable, the license of software to facilitate preparation of individualized education plans ("**IEP**") for students. The services provided by Relay and any license to use intellectual property under the Agreement, including the Relay Portal and Claim Management System and/or the IEP software, as applicable (the "**System**") are referred to herein as the "**Services**." These Terms and Conditions are incorporated into and included in the Agreement.

1. **Indemnities**.

1.1 **Relay Indemnity**.

(a) Relay shall, at its expense, defend any suit or claim brought against Customer or any of its employees or directors ("**Customer Indemnitees**") and shall indemnify and hold harmless the Customer Indemnitees against an award of damages and costs against any of them by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by Relay, its employees, officers, agents or representatives, (ii) the allegation that Customer's use of intellectual property licensed to Customer by Relay infringes a US patent or copyright, or (iii) any breach by Relay of the Agreement, provided, however, that the sole remedy for a breach of a warranty set forth in Section 7 below shall be as set forth therein.

(b) The indemnity in Section 1.1(a) is subject to the requirements that Customer: (i) notifies Relay in writing of a claim pursuant to such Sections (a "**Customer Claim**") within thirty (30) days after Customer receives notice, (ii) gives Relay authority to defend or settle the Customer Claim, subject to settlement restrictions set forth herein, (iii) gives Relay all information in Customer's control concerning the Customer Claim, and (iv) reasonably cooperates and assists Relay with defense of the Customer Claim. Customer may participate in the defense of a Customer Claim at its own expense. Relay shall not settle any Customer Claim. Without Customer's prior written consent, which consent Customer shall not unreasonably withhold or delay, Relay shall not settle any Customer Claim in a manner that (A) imputes wrongdoing to or incurs liability for Customer; (B) imposes any financial obligation, injunction, or other requirement on Customer; (C) restricts Customer's future business operations or use of the Services; or (D) includes any non-monetary relief binding on Customer.

(c) If any intellectual property used by Relay in the provision of the Services or the System becomes or in Relay's opinion is likely to become the subject of a suit or claim of infringement of a US patent or copyright, Relay may at its option and expense (i) obtain

the right for Customer to use the Services or the System, as applicable, (ii) replace or modify such intellectual property so that it becomes non-infringing, or (iii) terminate the Agreement. If Relay terminates the Agreement under this Section 1.1(d), (A) Customer shall cease to use the Services and the System; and (B) as Customer's sole and exclusive remedy against Relay for such suit or claim, Relay shall refund any prepaid fees paid for the Services or the System.

(d) Relay shall have no liability to Customer under this Section 1.1 if any suit or claim of infringement is based upon the use of intellectual property used in the system or otherwise in the provision of the Services: (i) in combination or use with any service or software not furnished by Relay or described in the Documentation (as defined below); (ii) in a modified state not authorized by Relay, or (iii) in a manner other than for which it was designed, if infringement would have been avoided without such use of the intellectual property. Relay shall not be liable to Customer for any infringement claim based on actions outside of the United States or intellectual property governed by laws of any country other than the United States.

(e) In no event shall Relay be liable to Customer under Section 1.1 for any amount in excess of the fees paid to Relay by Customer during the two-year period prior to Relay's receipt of notice of the related claim.

(f) SECTION 1.1 STATES RELAY'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY MATTER FOR WHICH AN INDEMNITY IS GIVEN, WHICH LIABILITY IS SUBJECT TO THE LIMITATIONS IN SECTION 3.

1.2 **Customer Compliance with Law/Responsibility**.

~~(a)~~ To the extent permitted by Wyoming law, and without waiving any of the immunities, defenses and limitations in the Wyoming Governmental Claims Act, Customer shall be responsible for its own acts and omissions and those of its officers, employees and agents acting within the scope of their duties. Nothing in this Agreement shall be construed as an agreement by Customer to indemnify, defend or hold harmless Relay. Customer will and will cause its employees, officers, agents or representatives to comply with all applicable laws.

During the Term, Relay will maintain Errors and Omissions insurance.

2. **Limitation on Damages**.

2.1 IN NO EVENT SHALL RELAY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, PUNITIVE, EXPEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

2.2 Except for actions for non-payment or for breach of Relay's or its affiliates' intellectual property rights, no action arising out of or relating to the Agreement may be brought later than three (3) years after the cause of action became known to the injured Party.

3. **Privacy Requirements and Confidentiality**.

3.1 Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except for the Purpose and in connection its rights and obligations under the Agreement. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein and shall be liable for any breach thereof.

3.2 "**Confidential Information**" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of the Agreement (but not the fact of the Agreement's existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the System. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed; or (v) Protected Data or other data covered by Schedule E to the Agreement. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

4. **Limited Warranty on System**.

4.1 Relay warrants that, for a period of one year following implementation, training and acceptance of the System as set forth in the Agreement, the System shall perform in all material respects in accordance with the Documentation and the system levels set forth in the

Agreement. The Customer's exclusive remedies for breach of this warranty are that, following a written report of breach to Relay in writing, Relay shall (a) remedy the nonperformance within a reasonable period of time after such report or (b) at Relay's option in lieu of remedying performance, refund any prepaid Fees and terminate the Agreement.

4.2 Relay shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. Customer shall be responsible for making backup copies of data.

4.3 THE EXPRESS LIMITED WARRANTY IN THIS SECTION 7 IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, RELAY DOES NOT WARRANT THAT THE USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

5. **Copies of Documentation.** Relay shall supply Customer with or give Customer access to digital copies of the software documentation provided by Relay for the System as in effect from time to time (the "**Documentation**") for the use of the authorized users of the System. Any copies of the Documentation made by Customer shall include all of the restrictive and proprietary notices as they appear on copies of the Documentation provided by Relay.

6. **Assignment**. Neither Party to the Agreement may assign the Agreement or any of its respective rights or obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided, however, that Relay may assign its rights and obligations under this Agreement in connection with the sale of all or any significant portion of its assets without the consent of Customer. The Agreement inures to the benefit of and will bind the Parties hereto and their respective permitted successors and assigns.

7. **Waiver**. No term or provision of the Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

8. **Excusable Delay**. Neither Party shall be liable or responsible to the other Party, nor be deemed to be have defaulted or breached the Agreement for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from any act of God, fire, pandemic, embargo, war or violence, acts of terrorism, or any law, order, or requirement of any governmental agency, or any similar unforeseeable event beyond the applicable Party's reasonable control (each, an "**Event of Force Majeure**"). If an Event of Force Majeure occurs, the Party whose performance is affected (the "**FM Impacted Party")** shall promptly give the other Party (the "**FM Other Party**") written notice of the Event of Force Majeure and all information related thereto reasonably requested by the FM Other Party,

including the anticipated duration of such Event of Force Majeure. If the Event of Force Majeure lasts for more than 180 days, the FM Other Party may immediately terminate the Agreement upon notice to the FM Impacted Party without further liability. Upon such termination Customer shall pay Relay' outstanding invoices that do not pertain to Relay's default, and Customer shall have no further payment obligations to Relay under the Agreement; and Relay may require that Customer cease any further use of the System and immediately return any copies of the Documentation to Relay. This Section 11 shall not delay or excuse Customer's payment obligations.

9. **Independent Contractor**. Relay is providing the Services and support under the Agreement as an independent contractor, and its personnel shall not be considered employees or agents of Customer.

10. **Compliance with Applicable Law**. Relay and Customer shall comply with all applicable laws governing or applicable to the Services, including COPPA; FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h; 34 C.F.R. Part 98); the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.); HIPAA (45 C.F.R. Part 160.103); HITECH; the ADA; and all applicable state student privacy laws. To the extent Customer must provide ADA accommodations, Relay will use best efforts to assist Customer in delivering Services to End Users and will ensure its systems and Services conform with the ADA and Section 504 of the Rehabilitation Act of 1973; provided Relay bears no accessibility compliance obligation for any portion of the system or Services that Customer provides or develops, including Customer content.

11. **Severance and Interpretation**. If any provision of the Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and the Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of the Agreement.

12. **Specific Performance**. The Parties acknowledge that a breach of the terms, covenants or conditions contained in the Agreement by any of them may cause irreparable damage to the other for which a remedy at law may not be adequate. In the event of such breach or threatened breach, the non-breaching Party shall be entitled to seek appropriate equitable remedies including specific performance or injunctive relief in any court of competent jurisdiction, restraining the breaching Party from any such threatened or actual violation of the provisions of the Agreement. This provision does not limit a nonbreaching Party's rights to seek monetary damages in addition to injunctive or other equitable relief.

13. **Entire Agreement**. The Agreement and the Schedules listed therein and herein, and these Terms and Conditions constitute the entire agreement between Relay and Customer with respect to the Services, the System and other subject matter of the Agreement and may only be modified by a written amendment or addendum signed by both Relay and Customer. No employee, agent, or other representative of either Relay or Customer has authority to bind the other with

regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of the Agreement, or a written addendum signed by both Relay and Customer. All purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of the Agreement are superseded by the Agreement.