

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT (“EFFECTIVE DATE”) IS BY AND BETWEEN **EDBLOX, INC., d/b/a Elevate K-12 (“COMPANY”)** WITH RESPECT TO THE COMPANY’S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE “SERVICE”) AND THE RELATING DOCUMENTATION AND **MT. DIABLO UNIFIED SCHOOL DISTRICT** (THE “CUSTOMER” OR “YOU”). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

**1. Certain Definitions.**

- 1.1 “District” is the administrative body that supervises Schools within a specified territory.
- 1.2 The current “Privacy Policy” of Company is available at [www.elevatek12.com/privacy](http://www.elevatek12.com/privacy), provided that Company reserves the right to change the Privacy Policy from time to time.
- 1.3 A “School” is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.
- 1.4 The “Scope of Work”, attached hereto as Exhibit A, is the document which confirms the specific order details of Customer’s purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.
- 1.5 “Service Period Budget” shall have the meaning specified in the Scope of Work. “Agreement Term Dates” shall have the meaning specified in the Scope of Work.
- 1.6 The “Site” shall mean Elevate K-12 <https://www.portalelevate.com/Account/LogOn>.
- 1.7 “Academic Year” shall mean the first day of instruction provided by Customer to

Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer's school calendar.

1.8 A "Student" is an individual enrolled in a School.

1.9 A "Classroom Coordinator" is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

**2. Term and Pricing.** The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

### **3. License Grants and Restrictions.**

#### **3.1 Grant and Privacy Restrictions.**

3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work ("Authorized Schools"), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service ("Licensed Student"), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company's use of user information shall be limited to the uses provided under the Privacy Policy.

#### **3.2 Ownership and Proprietary Rights.**

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter "Affiliated

Parties”).

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. **Login Codes.** A unique user name and password (“Login Code”) is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer’s account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School’s computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5. **Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

6. **Payment Terms.** Fees; Payment Terms; Collection Fees:

The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C (“Invoice”) based on the number of Class Periods (as defined in the Scope

of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B (“Order Form”) for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company’s standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys’ fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company’s policy to not carry credits forward from one academic year to another for unused classes. It is also Company’s policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

7. **Customer Responsibilities.** The Customer will provide a point of contact “School Point of Contact” for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company’s training or standards, as determined by Company in its reasonable discretion.

8. **Additional Customer Responsibilities**

8.1 Online Practices. Customer shall ensure that its Students and Classroom

Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

8.2 Links. The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

8.3 Equipment. Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

9. **Privacy, FERPA, and Compliance with Law.** Company receives and handles personally identifiable information ("PII") as a "school official" under the United States

Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (“FERPA”) for the purpose of delivering the Services as contemplated by this Agreement.

PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer’s responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

10. **Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.

All of Servers used by Company supporting the Services are secure and located within the United States.

11. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party’s

personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

12. **Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the

causes noted below, are excluded from the Availability calculations (collectively, “Excused Outages”):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer’s telecommunications connection or any other Customer software or equipment, Customer’s firewall software, hardware or security settings, Customer’s configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;
- b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;
  - i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;
  - ii. Issues related to third party domain name system (DNS) errors or failures; and
  - iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

13. **Non-Solicitation of Company Employees.** Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the “Hiring Fee”). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer’s breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or



actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

#### 14. LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY

##### 14.1 Warranty Disclaimer.

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE

AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

14.2 LIMITED LIABILITY. NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

14.3 LIMITED DAMAGES AND REMEDIES. NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE

OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above

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limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS

MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

14.4 Indemnity. Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

## 15. TERMINATION

15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

## 16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

16.2 Remedies and Reserved Rights. Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site

(or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

16.3 Disputes. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY

SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.

The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

**EDBLOX, INC., d/b/a/ Elevate K-12**

By:

Name \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Date \_\_\_\_\_

[DISTRICT / CUSTOMER]

By:

Name   
(Signature)

Name Adam Clark  
(Print)

Title Superintendent

Date 8/8/23



# ELEVATE K-12 STATEMENT OF WORK

Name of District: Mt. Diablo Unified School District  
 Project Name: Elevate K-12 & Hopewell City Public Schools, Academic Year 2023-2024  
 Prepared by: Kat Gannon  
 Date: August 8, 2023

The Statement of Work is the official description of work to be completed as an extension of the current contract. **No changes to the content or number of periods below shall be requested upon signature of this Statement of Work without a change fee.** The district may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

## PROJECT DESCRIPTION – Contract Original Programs as noted below

School	Date Allocated	# of Periods	Course Type	Grade	Subject	Period Length	Days Per Week	Term	Price/Period	Total Price
Mt Diablo HS	8/21	6	Tier 1	9-12	Chemistry	45-60	5	SY24	\$17,830	\$106,980
Mt Diablo HS	8/21	6	Tier 1	9-12	Chemistry	45-60	5	SY24	\$17,830	\$106,980
Mt Diablo HS	8-21	5	Tier 1	9-12	Earth Science	45-60	5	5	\$15,500	\$77,500
					One time Implementation Fee per school					\$1,000
					Office Hour Fee per course (\$1,000)					N/A

**Total Periods:17**  
**Total Price: \$ 291,460**

**District Representative Initial:**

## PROJECT SUMMARY:





## Exhibit A

### Scope of Services and Pricing for Tier 1 Programs

Details	Agreement Terms
<b>DESCRIPTION</b>	High-quality LIVE Tier 1 Teaching – US certified Teacher of Record
<b>AGREEMENT ACADEMIC YEAR DATES</b>	_____ Aug 2023 _____ - _____ June 2024 _____
<b>POTENTIAL CONTENT AND GRADE</b>	<b>Content Areas: HS Chemistry, 6 periods per day – 2 teachers each; 50-60 min/pd + Earth Science/Biology 5 Periods per day, 50-60 min/p (Schedule on website)</b>
Elevate K-12 Provides	Details of services, on-call staff and equipment
<b>SERVICES PROVIDED BY ELEVATE K-12</b>	<p>High-quality LIVE Tier 1 Teaching – US certified Teacher of Record <i>(including substitutes for our live teacher)</i></p> <p>Full-service live class delivery management</p> <ul style="list-style-type: none"> <li>- School level classroom set up and day to day management of live online teaching classes</li> <li>- Quality control of all live classes by our academic experts</li> <li>- Training and management of your para-professional</li> <li>- All support for grading, pacing, school meetings and more</li> </ul> <p>State aligned lessons written by our curriculum experts 24x7 live customer service and support for para-professional</p>
<b>STAFF PROVIDED BY ELEVATE K-12</b>	<p>High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record</p> <p>One Elevate K-12 Operations Manager dedicated per school for implementation and support</p> <p>Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school</p>
<b>EQUIPMENT PROVIDED BY ELEVATE K-12</b>	Hi-end speakers, Powerful classroom microphone, Hi-end Camera
DISTRICT/SCHOOL Provides	Details of info we need from school
<b>STAFF PROVIDED BY CUSTOMER/SCHOOL</b>	<p>1 Classroom Manager (paraprofessional) for each class period</p> <p>1 Point of Contact at the School Level</p>
<b>EQUIPMENT and INFO PROVIDED BY CUSTOMER</b>	Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student <i>(except for K-5 enrichment)</i> , Class rosters and bell schedule

<b>TOTAL BUDGET AMOUNT*</b>	<b>Minimum (1 Full Year)</b> <b>\$ 291,460</b>	<i>Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for .</i>
	<b>Maximum (Full Year)</b> <b>\$ 600,000</b>	<i>Maximum budget for Elevate K-12 through one full year.. District can add classes as vacancies occur without going through new contract. More like "use/pay as you need" format. (OPTIONAL)</i>

*\*Please see the pricing proposal for breakdown of pricing and details*

## **Live Class Operations and Delivery Terms:**

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.

2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.

- a. List of chosen courses – 30 calendar days before the first day of instruction
- b. Timeslots – 30 calendar days before the first day of instruction
- c. Information technology check – 15 calendar days before the first day of instruction
- d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
- e. Student Roster – 7 calendar days before the first day of instruction

3. Pricing and Service Period Fees:

The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.

4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the "Teacher of Record") may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher ("Substitute Teacher") for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).

5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.

Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

6. Term and Service Period. This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number

equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.

7. Billing Terms [check applicable terms]: Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms, as reflected by selecting one box below:

Invoice for full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement. Payment in full due within 30 days of invoice date.

- (Requires preapproval) Invoice for 50% of full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement, due within 30 days of invoicing date. The remaining 50% balance to be invoiced 60 days after the signing of Agreement and due within 30 days of invoicing date.

Customer billing contact information:

Contact name:

Ryan Sheehy  
Mt. Diablo Unified School Dist.

Mailing address:

1936 Carlotta Dr.

Email:

sheehyr@mdusd.org

Phone:

(925) 682-8000

**Exhibit B**

## SAMPLE Order Form

### Elevate K-12 Tier 1 Classes: Order Form Sample Format

## Elevate K-12 Statement of Work

**Name of District:** Sample School District

**Project Name:** Tier 1 Classes for 21-22 Academic Year

**Prepared by:** Partnerships Manager

**Date:** MM/DD/YYYY

The Statement of Work is the official description of work to be completed as an extension of the current contract. **No changes to the content, grades or number of periods below shall be requested upon signature of this Statement of Work.** District may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

#### **PROJECT BACKGROUND AND DESCRIPTION - CONTRACT MINIMUM**

<b>School</b>	<b>Grade</b>	<b>Content</b>	<b>Number of Periods</b>	<b>Date Allocated</b>
Lincoln Middle School	7th	ELA	2	7/1/21
Lincoln Middle School	7th	Math	4	7/1/21
Lincoln Middle School	8th	Science	3	7/1/21
Main High School	10th	Spanish 2	6	7/1/21
<b>Minimum Periods</b>	<b>15 periods @ \$13,000 per period = \$195,000</b>			

**Exhibit C**

**Sample Invoice**

**Edblox Inc DBA Elevate K-12**  
24 East Washington St. Suite 825  
Chicago, IL 60602 US  
AccountsReivable@elevatek12.com  
www.elevatek12.com  
FEIN: 81-5088569



**Bill To:**

Attn: Accts Payable  
Sample Customer  
Street Address  
City, State Zip Code  
United States

**Ship To:**

Attn: Accts Payable  
Sample Customer  
Street Address  
City, State Zip Code  
United States

<b>INVOICE: INV999</b>	<b>PO:</b>
<b>Invoice Date: April 7, 2023</b>	<b>TERMS: Net 30</b>
<b>Due Date: May 7, 2023</b>	

ITEM	QTY	AMOUNT
Elevate K-12 Tier 1 Program - Add on - Academic year 2023 - 2024 Live streaming Tier 1 Instruction - Contract minimum for 2023-2024 academic year	1	\$0.00

**Payment Options :** **TOTAL** **\$0.00**

a) By Direct Deposits or ACH (PREFERRED):

Bank: Bridge Bank, a division of Western Alliance Bank  
ABA or Routing#: 121143260  
Bank Account: 8533588415  
For credit to: Edblox, Inc.

b) By Check: Please make check payable to "EdBlox Inc" and mail to the following address:

Mail via US Postal Service

EDBLOX INC.  
PO BOX 8050  
CAROL STREAM, IL 60197-8050

Overnight Courier Service

EDBLOX INC.  
c/o WAB Lockbox Operations Box #8050  
8430 W Bryn Mawr Ave, Suite 260  
Chicago, IL 60631

<b>TOTAL DUE</b>	<b>\$0.00</b>
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# **SCHEDULE A**

# ELEVATE LIVE CLASS OFFERINGS (HIGH SCHOOL CLASSES)

ACADEMIC YEAR 2023-24

STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL EDUCATION LIVE
<p><b>MATH</b> Algebra I Algebra II Pre-Algebra Pre-Calculus Geometry Algebra Advanced Algebra</p> <p><b>SCIENCE</b> Biology Environmental Science Life Science Earth &amp; Space Science</p> <p><b>ELA</b> ELA (Grade 9) ELA (Grade 10) American Literature (Grade 11) World Literature (Grade 12)</p> <p><b>SOCIAL STUDIES</b> US History Civics &amp; United States Government World Geography World History</p> <p><b>WORLD LANGUAGES</b> Spanish I, Spanish II Spanish III, Spanish IV</p>	<p><b>MATH</b> Calculus Probability &amp; Statistics</p> <p><b>SCIENCE</b> Chemistry Physical Science Physics</p> <p><b>SOCIAL STUDIES</b> Economics Personal Finance</p> <p><b>WORLD LANGUAGES</b> ASL I, ASL II French I, French II French III, French IV German I, German II German III, German IV</p> <p><b>STEM</b> Coding Computer Science Cyber Security Programming – JavaScript Programming - Python</p>	<p><b>SPECIAL EDUCATION MATH</b> Algebra I Algebra II Algebra (Georgia) Pre-Algebra Advanced Algebra (Georgia) Geometry</p> <p><b>SPECIAL EDUCATION ELA</b> ELA (Grade 9) ELA (Grade 10) American Literature (Grade 11) World Literature (Grade 12)</p> <p><i>(All Special Education Live Classes are in Resource Room formats)</i></p>



# ELEVATE LIVE CLASS OFFERINGS (MIDDLE SCHOOL CLASSES)

ACADEMIC YEAR 2023-24

STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL EDUCATION LIVE*
<p><b>MATH</b>                      Math Grade 6                      Math Grade 7                      Math Grade 8                      Algebra I                      Pre-Algebra                      Pre-Calculus                      Algebra (1.5 Semester)</p> <p><b>SCIENCE</b>                      Life Science (Grades 6, 7 and 8)                      Earth &amp; Space Science (Grades 6, 7 and 8)</p> <p><b>ELA</b>                      ELA (Grade 6, 7 and 8)</p> <p><b>SOCIAL STUDIES</b>                      Ancient Civilizations (Grades 6, 7 and 8)                      Civics (Grades 6, 7 and 8)                      History of Modern World (Grades 6, 7 and 8)                      World Geography (Grades 6, 7 and 8)</p> <p><b>WORLD LANGUAGES</b>                      Spanish I                      Spanish II</p>	<p><b>SCIENCE</b>                      Physical Science (Grades 6, 7 and 8)</p> <p><b>WORLD LANGUAGES</b>                      ASL I, ASL II                      French I, French II                      German I, German II</p> <p><b>STEM</b>                      Comp Science (Grades 6, 7 and 8)                      Coding (Grades 6, 7 and 8)                      Cyber Security (Grades 6, 7 and 8)</p>	<p><b>SPECIAL EDUCATION MATH</b>                      Math Grade 6                      Math Grade 7                      Math Grade 8                      Algebra I                      Pre-Algebra                      Pre-Calculus                      Algebra (1.5 Semester)</p> <p><b>SPECIAL EDUCATION ELA</b>                      ELA Grade 6                      ELA Grade 7                      ELA Grade 8</p> <p><i>(All Special Education Live Classes are in Resource Room formats)</i></p>





TIER 1 LIVE TEACHING | 55+ LIVE CLASSES > Solving your teacher shortages!

# ELEVATE LIVE CLASS OFFERINGS (ELEMENTARY SCHOOL CLASSES)

ACADEMIC YEAR 2023-24

STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL EDUCATION LIVE*
<p><b>MATH</b> Math Grade 3 Math Grade 4 Math Grade 5</p> <p><b>ELA</b> ELA Grade 3 ELA Grade 4 ELA Grade 5</p> <p><b>WORLD LANGUAGES (Enrichment)</b> Spanish I (Grades K – 5) Spanish II (Grades K – 5)</p> <p><b>***COMING SOON!***</b>  (Launch date TBD)</p> <p><b>SCIENCE</b> Science Grade 3 Science Grade 4 Science Grade 5</p> <p><b>SOCIAL STUDIES (SS)</b> SS Grade 3 SS Grade 4 SS Grade 5</p>	<p><b>WORLD LANGUAGES (Enrichment)</b> (Grades K – 5) ASL I ASL II French I French II</p>	<p><b>SPECIAL EDUCATION MATH</b> Math Grade 3 Math Grade 4 Math Grade 5</p> <p><b>SPECIAL EDUCATION ELA</b> ELA Grade 3 ELA Grade 4 ELA Grade 5</p> <p><i>(All Special Education Live Classes are in Resource Room formats)</i></p>



**SCHOOL YEAR 2023-24 PRICING**

**2023-24 Pricing- STANDARD LIVE Class**

Full Academic Year – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$15,500	\$13,180	\$10,080
61-75 Minutes	\$19,380	\$16,470	\$12,590
76-90 Minutes	\$23,250	\$19,760	\$15,110

  

One Semester – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$8,950	\$7,610	\$5,820
61-75 Minutes	\$11,190	\$9,510	\$7,270
76-90 Minutes	\$13,430	\$11,410	\$8,730

Interim – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$5,020	\$4,270	\$3,260
61-75 Minutes	\$6,280	\$5,340	\$4,080
76-90 Minutes	\$7,530	\$6,400	\$4,900

<b>Late Change Fee:</b>	\$1,000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>*Implementation Fee:</b>	\$1,000 per school	To cover onboarding, set-up & go-live

\*Waived for 2022-2023 District customers renewing for the 2023-2024 school year.

**SCHOOL YEAR 2023-24 PRICING**

**2023-24 Pricing- **PREMIUM** LIVE Class**

Full Academic Year – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$17,830	\$15,160	\$11,590
61-75 Minutes	\$22,290	\$18,940	\$14,480
76-90 Minutes	\$26,740	\$22,720	\$17,380
Semester – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$10,290	\$8,750	\$6,690
61-75 Minutes	\$12,870	\$10,940	\$8,360
76-90 Minutes	\$15,440	\$13,120	\$10,040
Interim – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$5,770	\$4,910	\$3,750
61-75 Minutes	\$7,220	\$6,140	\$4,690
76-90 Minutes	\$8,660	\$7,360	\$5,640

<b>Late Change Fee:</b>	\$1,000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>*Implementation Fee:</b>	\$1,000 per school	To cover onboarding, set-up & go-live

\*Waived for 2022-2023 District customers renewing for the 2023-2024 school year.



**SCHOOL YEAR 2023-24 PRICING**

**2023-24 Pricing- SPECIAL EDUCATION LIVE Class**

Full Academic Year – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$21,400	\$18,200	\$13,920
61-75 Minutes	\$26,760	\$22,740	\$17,380
76-90 Minutes	\$32,100	\$27,280	\$20,860

One Semester – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$12,360	\$10,510	\$8,040
61-75 Minutes	\$15,450	\$13,130	\$10,040
76-90 Minutes	\$18,540	\$15,750	\$12,050

Interim (9 weeks) – Per Period Pricing			
Period Length	5 Day	4 Day	3 Day
45-60 Minutes	\$6,930	\$5,900	\$4,500
61-75 Minutes	\$8,670	\$7,370	\$5,630
76-90 Minutes	\$10,400	\$8,840	\$6,770

<b>Late Change Fee:</b>	\$1,000 per program affected	For changes made later than 2 weeks before the scheduled program start
<b>*Implementation Fee:</b>	\$1,000 per school	To cover onboarding, set-up & go-live

\*Waived for 2022-2023 District customers renewing for the 2023-2024 school year.

Elevate K-12 will provide live instruction with certified instructors, 5 days a week (or per district/school schedule), for the grades and content areas identified above for both semesters of the Academic year 2023-2024. By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Wednesday schedule is 50 min classes; all other days are 60 min classes.

Upon receipt of the executed agreement, Elevate K-12 will issue an invoice for the Academic year 2023-2024 for any courses beyond the initial master service agreement.

### PROJECT APPROVAL & SIGNATURES

Mt Diablo Unified School District

I have reviewed the information contained in this Statement of Work and agree:

Name: Dr. John Rubio

Title: Chief of HR

Signature: 

Date: 8/11/23

