

MAIALEARNING SAAS TERMS AND CONDITIONS

This Agreement is the entire agreement of the parties regarding the Services and it includes the Order, all exhibits attached to these Terms, and all of the other terms and conditions incorporated into this Agreement by reference. This Agreement supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions, and understandings, written or oral, with respect to the Services and all past dealings or industry customs, except where otherwise expressly provided herein. In the event of a conflict between the terms of these Terms and the terms and conditions of the applicable Order, the terms of these Terms will govern.

1. MaiaLearning Services.

1.1 Offerings. MaiaLearning provides different offerings. Each offering, if selected, is set forth in the applicable Order, and outlines the following (a) the nature of the services to be provided by MaiaLearning (“**Services**”), (b) the period the Services will be provided (each, a “**Subscription Period**”), (c) the fees for the Services per Subscription Period (“**Subscription Fees**”), and (d) the applicable support for the Services (“**Support**”). MaiaLearning grants to Institution a nonexclusive, worldwide, non-sublicensable, and non-transferable license to access and use the Services, including granting Institution’s authorized users (each, a “**User**”) the right to access and use the Services. MaiaLearning will use commercially reasonable efforts to provide the Services.

1.2 Service Level Standards, Support, and Security.

1.2.1 The service levels applicable to the Services as set forth in Exhibit A (“**Service Level Standards**”).

1.2.2 MaiaLearning will provide Institution with unlimited Support assistance via email for the full term of the Subscription Period. Email support is available Monday through Friday, 8:00 am to 5:30 pm Local Time - excluding weekends and observed U.S. Holidays. Support availability may occasionally vary from stated hours due to downtime for systems and server maintenance, company events, and circumstances beyond the control of MaiaLearning. Normal email support requests will be processed within one (1) business day. Current Support Incident Classification and Incident Response Times are listed in the Support Policy on the MaiaLearning website at <https://www.maialearning.com/#/support-policy>.

1.2.3 MaiaLearning will use commercially reasonable efforts to meet the security standards described in Exhibit B.

1.3 Professional Services. In the event that Institution elects to have MaiaLearning perform any other services (collectively, “**Professional Services**”), the parties will enter into a statement of work (“**SOW**”) governing the provision of such Professional Services. The SOW will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include (a) a description of the Professional Services, (b) the schedule for the performance of the Professional Services, and (c) MaiaLearning’s then-current rates for the performance of the Professional Services.

2. Use Requirements and Acknowledgements.

2.1 Passwords. Institution is responsible for maintaining the confidentiality of its User passwords, IDs, and other credentials and login information (collectively, “**Passwords**”), and Institution agrees that MaiaLearning has no liability with respect to the use of any Passwords. Institution must notify MaiaLearning immediately if Institution has reason to believe that the security of Institution’s account has been compromised or if any of the Services have been accessed by any unauthorized individuals.

2.2 Service Data. Institution, as between the parties, retains all right, title, and interest in and to the Service Data (as defined below), except that Institution grants to MaiaLearning, solely in connection with the Service, a non-exclusive, royalty-free, worldwide, and sub-licensable right and license to reproduce, modify, and store all electronic data or information provided by Institution to MaiaLearning via the Services, or otherwise accessed by the Services (“**Service Data**”).

3. Fees and Payment Terms.

3.1 Subscription Fees. In exchange for Institution’s right to use the Services, Institution will pay to MaiaLearning the Subscription Fees set forth in the applicable Order. MaiaLearning understands that Institution is a tax-exempt organization. Federal excise tax does not apply to Institution and State of Illinois Sales Tax does not apply. The amounts to be paid to MaiaLearning are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. MaiaLearning shall be responsible for any taxes levied or imposed upon MaiaLearning’s income or business privileges.

3.2 Payment Terms. Institution will pay the Subscription Fees for the Services set forth in the applicable Order in accordance with the payment terms set forth in such Order. The initial payment of the Subscription Fees with respect to an Order shall be paid within the timeframe required by the Illinois Local Government Prompt Payment act, 50 ILCS 505/1 *et seq.* Unless MaiaLearning states otherwise, all payments must be made (a) in U.S. Dollars, and (b) by bank wire transfer or check in immediately available funds to an account designated by MaiaLearning.

3.3 Interest and Additional Terms. Institution will be responsible for, and will pay all sales and similar applicable taxes on, all license fees and similar fees levied upon the provision of the Services, excluding only taxes based solely on MaiaLearning’s net income. Notwithstanding any terms to the contrary in this Agreement, (a) MaiaLearning will not be obligated to issue any refunds for Subscription Fees paid, and (b) MaiaLearning, at its sole

discretion, may modify its pricing during any Subscription Period, provided that modifications will only be effective as of the directly subsequent Subscription Period.

4. Term, Termination and Effects of Termination.

4.1 Term. Unless renewed by written consent by institution, all rights and licenses granted to the institution under this Agreement will be terminated at the end of the term.

4.2 Termination. Institution may terminate this Agreement, for convenience, at any time with 60 days' advance written notice to MaiaLearning, provided, however, that no refunds will be issued, and Institution will be responsible for all Subscription Fees for the full term of the contract. Either party may terminate this Agreement, for cause, if the other party breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach. In the event Institution terminates the Agreement due to MaiaLearning's breach, MaiaLearning shall subsequently refund Institution a prorated amount of all pre-paid fees. Further, notwithstanding any terms to the contrary in this Agreement, MaiaLearning may suspend use of the Services (or any portion thereof) without liability if it appears that MaiaLearning may be required by any applicable laws to suspend the Services.

4.3 Effects of Termination. Upon any expiration or termination of this Agreement (a) all rights and licenses granted to Institution under this Agreement will immediately terminate, (b) MaiaLearning will use commercially reasonable efforts to delete all Service Data within the 45-day period commencing upon the effective date of termination or expiration of this Agreement, and (c) Institution must immediately pay to MaiaLearning the Subscription Fees for the Subscription Period on a pro rata basis for which Institution contracted (whether such Subscription Fees were payable on a monthly, quarterly, or annual basis). Notwithstanding any terms to the contrary in this Agreement, Sections 3, 4.3, 6, 7, 8, 10, and 11 will survive any termination or expiration of this Agreement.

5. Representations, Warranties, and Remedies.

5.1 General. Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, and (d) this Agreement is valid, binding, and enforceable against it in accordance with its terms. MaiaLearning also represents and warrants that no third party has any claim to any trademark, patent, or proprietary interest in any product or service MaiaLearning provides to Institution. MaiaLearning will defend, hold harmless, and indemnify the Institution from any claims brought by a third party against the Institution to the extent based on an allegation that any MaiaLearning product or service infringes on any U.S. parent, copyright, trademark, trade secret, or other proprietary right of a third party. If the Institution's use of MaiaLearning products is restricted as the result of a claim of infringement, MaiaLearning shall do one of the following: (i) substitute another equally suitable product or service; (ii) modify the allegedly infringing MaiaLearning product or service to avoid the infringement; (iii) procure for the Institution the right to continue to use MaiaLearning product or service free of the restrictions caused by the infringement; or (iv) take back such MaiaLearning product or service and refund to the Institution the fees previously paid for MaiaLearning's product or service depreciated on a straight line basis over 12 months and terminate the Institution's license to use MaiaLearning's product.

5.2 Specific. MaiaLearning represents and warrants that (a) it will perform the Support and Professional Services (if any) in a professional and workmanlike manner, and (b) it will use commercially reasonable efforts to provide the Services in accordance with the Service Level Standards set forth in Section 1.2.1. Further, Institution represents and warrants that (i) it will perform its obligations and exercise its rights under this Agreement in accordance with all applicable laws, rules and regulations (including, but not limited to, data security, spyware or adware and privacy laws), (ii) it possesses the necessary rights and consents to grant MaiaLearning the rights set forth in this Agreement with respect to the Service Data, and (iii) none of the Service Data (or its use in connection with the Services) will infringe, misappropriate, or violate any Intellectual Property Rights (as defined below), rights of privacy, rights of publicity, or any other rights of any individuals or entities. MaiaLearning represents and warrants that the services shall be substantially in accordance with features as defined in the quote for the services throughout the term of this agreement.

6. Disclaimer. EXCEPT AS SET FORTH IN SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

7. Indemnification.

7.1 MaiaLearning Indemnification. MaiaLearning agrees to indemnify, defend, and hold harmless Institution and its Board members, employees, and agents against any third party claims, demands, actions, arbitrations, losses, and liabilities resulting from damage caused by MaiaLearning employees, contractors, or subcontractors in performing the obligations under this Agreement or related to MaiaLearning's breach of the Agreement.

7.2 Procedures. The indemnifying party's indemnification obligations under this Section 7 are conditioned upon the indemnified party: (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing, subject to a conflict of interest check), and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

8. Limitation of Liability.

8.1 Consequential Damages Waiver. EXCEPT FOR (A) BREACHES OF SECTIONS 9 OR 10, (B) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF A PARTY, OR (C) EACH PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 7, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2 Liability Cap. EXCEPT FOR (A) BREACHES OF SECTIONS 9 OR 10, (B) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF A PARTY, OR (C) EACH PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 7, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY INSTITUTION TO MAIALEARNING DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, (I) THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF ANY SERVICE LEVEL STANDARDS ARE THE SERVICE CREDIT PROVIDED UNDER THIS AGREEMENT UNLESS SUCH FAILURE IS DUE TO MAIALEARNING'S WILLFUL MISCONDUCT AND (II) MAIALEARNING WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS TO ANY SERVICE DATA OR OTHER DATA UNLESS SUCH DISCLOSURE, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS SOLELY AND DIRECTLY RESULTS FROM MAIALEARNING'S FAILURE TO MEET THE SECURITY STANDARDS (AS DEFINED BELOW).

8.3 Failure of Essential Purpose. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Confidentiality.

9.1 **"Confidential Information"** means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) concerning or related to this Agreement or the Disclosing Party (whether before, on, or after the Effective Date) that is marked **"Confidential"** or **"Proprietary"** or with similar designation by the Disclosing Party, at the time of initial disclosure to the Receiving Party or, if the Disclosing Party makes an oral disclosure, the Disclosing Party, within 10 days of such oral disclosure, notifies the Receiving Party in writing that the information disclosed by the Disclosing Party should be treated as confidential/proprietary to the Disclosing Party. Confidential Information includes, but is not limited to, the Services, the Service Data, the components of the business plans, financial plans, know-how, Institution information, strategies, and other similar information.

9.2 The Receiving Party will maintain in confidence the Confidential Information during the term of this Agreement and for the five-year period commencing upon the effective date of termination of this Agreement and will not use such Confidential Information except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party will only disclose Confidential Information to its directors, officers, employees, and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement, and if such directors, officers, employees, and/or contractors have executed a nondisclosure agreement with the Receiving Party with terms no less restrictive than the nondisclosure obligations contained in this Section 9. MaiaLearning acknowledges that Institution is subject to the Illinois Freedom of Information Act (the **"FOIA"**) and the Illinois Open Meetings Act (the **"OMA"**) and Institution's compliance with the FOIA or the OMA shall not be a breach of this Agreement. MaiaLearning also acknowledges that under SOPPA, the Institution must publish MaiaLearning's name and business address, a copy of this Agreement, and a list of any sub processors to whom the Institution may be disclosed. MaiaLearning acknowledges that if there are provisions in this Agreement that MaiaLearning would like redacted before publication, MaiaLearning must submit a request in writing to the Institution prior to execution of this Agreement. Only if the Institution agrees to such redaction prior to the execution of this Agreement shall the reaction be made prior to publication.

9.3 Confidential Information will not include information that: (a) is or becomes publicly available without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to be disclosed by law or by a subpoena or order issued by a court of competent jurisdiction (each, a **"Court Order"**), but solely on the conditions that the Receiving Party: (i) gives the Disclosing Party written notice of the Court Order within 24 hours after receiving it; and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to the disclosure of the information required by the Court Order and seek a protective order or other appropriate relief. In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section 9, the Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

9.4 The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations set forth in this Agreement, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

10. Restrictions and MaiaLearning Property. Except as expressly authorized by this Agreement, Institution may not (a) modify, disclose, alter, translate, or create derivative works of the Services (or any components thereof), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Services (or any components thereof), (c) use the Services to store or transmit any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions, (d) copy, frame, or mirror any part or content of the Services, (e) build a competitive product or service, or copy any features or functions of the Services,

(f) interfere with or disrupt the integrity or performance of the Services, (g) attempt to gain unauthorized access to the Services or their related systems or networks, (h) disclose to any third party any performance information or analysis relating to the Services, (i) remove, alter, or obscure any proprietary notices in or on the Services including copyright notices, (j) disclose or make available Passwords that MaiaLearning has provided to Institution or the Users, or (k) intentionally cause or permit any User or third party to do any of the foregoing. As between the parties and subject to the grants expressly set forth in this Agreement, MaiaLearning, notwithstanding any terms to the contrary in this Agreement, owns all right, title, and interest in and to the Services and MaiaLearning Analytic Data (as defined below), together with any and all Intellectual Property Rights embodied in or related to the foregoing.

11. General Provisions.

11.1 Governing Law and Venue. This Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Illinois, without reference to the rules of conflicts of law thereof. All disputes related to this Agreement, unless otherwise agreed to in writing by the parties, shall be brought in State courts located in Cook County, Illinois, or federal courts located in the Northern District of Illinois.

11.2 Compliance with Law. MaiaLearning shall comply with all applicable local, county, Illinois and federal laws and regulations, including those regarding the provision of educational software, copyright, student records/educational records, and student confidentiality, including FERPA, ISSRA, COPPA, PPRRA, and the Illinois Student Online Personal Protection Act, and the Illinois Children's Privacy Protection and Parental Empowerment Act ("ICPPEA") to the extent applicable.

11.3 Feedback. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments, or other feedback provided by Institution to MaiaLearning with respect to MaiaLearning or the Services (collectively, "Feedback") will constitute Confidential Information of MaiaLearning. Further, MaiaLearning will be free to use the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. Further, Institution acknowledges and agrees that, notwithstanding any terms to the contrary in this Agreement, MaiaLearning may monitor, collect, use and store anonymous, deidentified and aggregate statistics regarding use of the Services and any individuals or entities interaction with the Services or any Service Date (collectively, the "MaiaLearning Analytic Data").

11.4 Publicity. Upon prior written consent from Institution (a) MaiaLearning can use of Institution's name and logo on the MaiaLearning websites and publicly-available printed materials, identifying Institution as a customer of MaiaLearning and describing Institution's use of MaiaLearning's products and services, and (b) a press release with respect to Institution's use of MaiaLearning's products and services.

11.5 Force Majeure. Neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fires, storms, floods, earthquakes, etc.), any malicious or unlawful acts of any third party, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers, labor disturbances, vandalism, or cable cut (a "Force Majeure Event"), provided that the delayed party: (i) gives the other party prompt notice of such cause and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

11.6 Electronic Communications. MaiaLearning may choose to electronically deliver all communications with Institution, which may include email to the email address Institution provides to MaiaLearning. MaiaLearning's electronic communications to Institution may transmit or convey information about action taken on Institution's request, portions of Institution's request that may be incomplete or require additional explanation, any notices required under applicable law, and any other notices. Unless otherwise required in this Agreement, Institution agrees to do business electronically with MaiaLearning and to receive electronically all current and future notices, disclosures, communications, and information, and that the aforementioned electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

11.7 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned, or delegated by a party, by operation of law or otherwise, without the prior written consent of the other party, and any attempted transfer, assignment, or delegation without such consent will be void and without effect. Notwithstanding the foregoing, either party may assign this Agreement without other party's prior written consent to any third party that purchases all or substantially all of such party's business or assets by merger, acquisition, sale, reorganization, or otherwise. Subject to the other terms and conditions set forth in this provision, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors, and permitted assigns.

11.8 Waiver and Severability. A party's delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable under the governing law, the remaining provisions will remain in full force and effect and will be construed so as to most nearly reflect the parties' intent with respect to such provision.

11.9 Insurance. During the term of this Agreement, MaiaLearning, at its sole cost and expense, and for the benefit of Institution, shall carry and maintain the following insurance:

- A. Comprehensive general liability and property damage insurance, insuring against all liability of MaiaLearning related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- B. Cyber liability/identity theft insurance with a combined limit of Three Million Dollars (\$3,000,000);
- C. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for MaiaLearning's respective employees and if MaiaLearning will be on Subscriber's premises the Workers' Compensation Insurance must provide an alternative employer endorsement; and
- D. Umbrella liability insurance with a minimum combined single limit of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability and umbrella liability insurance policy shall name Institution, its Board, Board members, employees, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of Institution (the waiver of subrogation shall also apply to the workers' compensation insurance). MaiaLearning shall provide Institution with certificates of insurance and/or copies of policies reasonably acceptable to Institution evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling Institution to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring MaiaLearning without the insuring MaiaLearning having first given at least 30 days prior written notice to Institution by certified mail, return receipt requested.

11.10 Data Privacy Agreement. The Standard Student Data Privacy Agreement MaiaLearning has entered with Riverside County of Education and thereafter adopted by the Institution known as the **California National Data Privacy Agreement Perris Union High School District** is incorporated into this Agreement. If there is a conflict between the two documents, the provision that is more protective of the Institution shall apply.

MAIALEARNING, INC.

CUSTOMER: PERRIS UNION HIGH SCHOOL DISTRICT

By: 

By: _____

Name: **SATISH MIRLE**

Name: _____

Title: **CEO**

Title: _____

Date: **8/28/2023**

Date: _____

**EXHIBIT A
SERVICE LEVEL STANDARDS**

Service Levels and Credits

The availability goal for the Services is 99.50% or more of the time during any calendar month (subject to the exclusions set forth under the heading "Exclusions" below (the "Exclusions"). The availability goal above does not apply to any feature of the Services that MaiaLearning identifies as a "beta" feature or service.

If MaiaLearning fails to make the Services available 99.9% or more of the time during any calendar month and such failure is not due to any of the Exclusions, Institution will be eligible to receive a credit ("**Service Credit**") calculated as a percentage of the Subscription Fees as set forth below. The Service Credit increase is based on the degree to which MaiaLearning has failed to make the Services available 99.9% or more of the time during any calendar month and such failure is not due to any of the Exclusions.

Service Availability	Service Credit
99.90% - 100%	0%
99.00% - 99.90%	1%
Less than 99.00%	2.5%

Service Credit is non-transferable and will be issued in U.S. dollars. To receive a Service Credit, Institution must contact MaiaLearning in writing within the 30-day period commencing upon MaiaLearning's failure to make the Services available 99.9% or more of the time during any calendar month. Any validated Service Credit will be applied against the next open invoice due to MaiaLearning by Institution.

Exclusions


- Planned maintenance windows where notice of planned unavailability has been given, via the Platform, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Institution's part;
- Events arising from Institution's systems or any Institution websites;
- ISP or Internet outages outside of MaiaLearning's control; or
- Outages reasonably deemed necessary by MaiaLearning.

Sole Remedy

Notwithstanding any terms to the contrary in this Agreement, the Service Credit is Institution's sole and exclusive remedy for any failure by MaiaLearning to make the Services available 99.90% or more of the time during any calendar month where such failure is not due to any of the Exclusions.

MAIALearning, INC.

CUSTOMER: PERRIS UNION HIGH SCHOOL DISTRICT

By: 
 NAME: SATISH MIRLE
 TITLE: CEO


By: _____
 NAME: _____
 TITLE: _____

**EXHIBIT B
SECURITY STANDARDS**

- Service Data is encrypted in transit to and from MaiaLearning facilities when traveling over public networks (HTTPS, SFTP)
- The PII (as defined under the laws of the United States) portions of the Service Data is encrypted at rest
- MaiaLearning employs administrative, physical and technical safeguards to secure they system, including, but not limited to, restricting production systems to "need to access" personnel.
- The infrastructure provider used to provide the Services is currently Amazon Web Services, Inc. ("**AWS**"). AWS states that it is ISO 27001, ISO 27017, ISO 27018, PCI DSS Level 1, FIPS 140-2, SOC 1, SOC 2 and SOC 3
- External HTTP encryption is managed using AWS load balancers
- Database storage is encrypted at rest
- Development and production systems are maintained on separate networks with separate VPN access, and such networks are kept separate
- Command line access to machines is provided via VPN, and commands are logged
- MaiaLearning takes part in annual independent third-party security scan and audit
- MaiaLearning maintains an Incident Response Plan that includes prompt and appropriate notification to impacted parties

MAIALEARNING, INC.

CUSTOMER: PERRIS UNION HIGH SCHOOL DISTRICT

By:  _____
NAME: **SATISH MIRLE** _____
TITLE: **CEO** _____
DATE: **8/28/2023** _____

By: _____
NAME: _____
TITLE: _____
Date: _____

Order Form



General Information

MaiaLearning, Inc
22700 Alcade Road
Cupertino, California 95014
USA.

10/4/2023

Contact: Satish Mirle
Phone: (408) 332-1534
Email: satish@maialearning.com

Contact Name Cheri Adame
Account Name Perris Union High School District
Bill To Name Perris Union High School District
Bill To 155 E. 4th Street
Perris, CA 92570
USA

Contract Start Date 10/19/2023

Product Name	Enrolled	Quantity	Sales Price	Total Price
MaiaLearning Platform	0.00	5.00	\$0.00	\$0.00
		Grand Total	\$0.00	

The contract term is 10/19/2023 - 10/18/2024 (12 months)

The cost to the school district is \$0. The subscription fees for all high schools in Perris District for this contract period is being funded by CALSOP CSAC from Riverside County Office of Education

Once this order is signed by Institution and MaiaLearning (**Order**), the Order together with the attached SaaS Terms and Conditions (**Terms**), and any exhibits attached to the Terms (collectively, this **Agreement**) will constitute a binding agreement between the parties as of the Effective Date. Capitalized terms utilized but not defined in this order are defined in the Terms.