

MASTER HOSTED SOFTWARE SERVICES AGREEMENT

This MASTER HOSTED SOFTWARE SERVICES AGREEMENT (this “**Agreement**”) is entered into and effective as of July 1 2022 (the “**Effective Date**”), by and between AttendanceK12 LLC, a [corporation/limited liability company] having a principal place of business at 8 N.Long St. Shelby, OH (“**Provider**”) and Mid Ohio Educational Service Center, an ESC corporation having a principal place of business at 890 W 4th St. Mansfield, OH 44903 (“**Customer**”).

WHEREAS, Customer and Provider wish to enter into an agreement in order to enable Customer to purchase certain services from Provider, as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, Customer and Provider hereby agree as follows:

1. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the following definitions:

- A. “**Affiliate**” means any person or entity controlling, controlled by, or under common control with a stated Party.
- B. “**Customer Technology**” means any system, software, hardware, or other material owned, operated, or used by Customer.
- C. “**Customer Data**” means: (i) all data, content, information, and material (including all text, sound, and image files) that Customer or its Personnel provide, transmit, create, store, process, or derive in the course of using the Hosted Services. Customer Data does not include the Hosted Services, the Documentation, or any Provider software or content provided by Provider in connection with the Hosted Services.
- D. “**Documentation**” means, collectively: (i) all user and administrator manuals, operating instructions, installation guides, help files, standard documentation, and other printed, electronic, and online material that Provider generally makes available to its customers with respect to the Hosted Services; (ii) all other printed, electronic, or online materials that Provider provides or makes available to Customer which describe the features, functions, or operation of the Hosted Services including the Hosted Services Descriptions set forth in the Hosted Services Description.
- E. “**Fees**” means all fees that are payable to Provider under this Agreement.
- F. “**Hosted Services**” means the provision of access to and availability of Provider’s [AttendanceK12 LLC] proprietary, hosted, software platform and all other services to be performed by Provider pursuant to this Agreement and the applicable Hosted Services Order.
- G. “**Hosted Services Description**” means Provider’s description of each available Hosted Services as set forth in the Hosted Services Description Schedule attached hereto as Schedule D and incorporated herein.
- H. “**Hosted Services Order**” or “**HSO**” means a Hosted Services Order substantially in the form of Schedule E, which is attached hereto and incorporated herein, that has been executed by the Parties.

I. “**Party**” means, individually, Provider and Customer, and “**Parties**” means the two of them collectively.

J. “**Personal Information**” means information relating to an identified or identifiable natural person that Customer provides to Provider in connection with the use of the Hosted Services under this Agreement.

K. “**Personnel**” of an entity means the owners (but only if an entity is not traded on a public exchange), employees, agents, contractors, and temporary employees of that entity, including, without limitation, any Subcontractor or Approved Subcontractor; provided that, for purposes of this Agreement, Provider and its Personnel shall not be considered Personnel of Customer.

L. “**Provider’s Systems**” means the computers and computing environment from which Provider (or an Approved Subcontractor) provides the Hosted Services, including all backup, redundant (whether virtual or physical), archival, testing, development, and non-production computers and computing environments.

M. “**Subcontractor**” means a subcontractor of Provider that has access to, stores, or processes any Customer Data or Personal Information.

N. “**Support**” means Provider’s support and maintenance program as further described herein.

2. PURCHASING; PRICING AND INVOICES.

A. Purchasing. Provider shall promptly fulfill all Hosted Services Orders submitted by Customer. The Fees for the provision of access to the Hosted Services are set forth on Schedule A and incorporated herein.

B. Invoices. Provider shall submit invoices to Customer for the Fees due and payable hereunder at the commencement of each year of the PaaS Term specified in accordance with the terms set forth in the applicable Hosted Services Order. All invoices are payable within **30 days following the date** of the applicable invoice.

C. Taxes. Customer shall be responsible for paying all applicable taxes with respect to purchases under this Agreement, except for taxes related to Provider’s income, net worth, or gross receipts.

3. LICENSE AND INTELLECTUAL PROPERTY RIGHTS.

A. Provider hereby grants to Customer, for use by it and its Personnel, a non-exclusive, worldwide, non-sublicensable, non-transferable, non-assignable license to access and use the Hosted Services for Customer’s internal business operations the PaaS Term specified in the applicable Hosted Services Order (the “Platform License”).

B. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest in and to all of its Customer Data and it is the sole property of Customer.

C. Provider may use or disclose statistical, analytical, and usage data or information created or derived from Customer’s or its Personnel’s use of the Hosted Services.

D. Customer acknowledged that, as between Provider (and its licensors) and Customer, Provider (or its licensors) owns all right, title and interest in and to the Hosted Services.

4. SERVICE LEVELS AND SUPPORT.

Provider shall provide the Hosted Services in accordance with the Service Levels and Support Schedule attached hereto as Schedule B and incorporated herein.

5. REPRESENTATIONS AND WARRANTIES.

A. Each of Provider and Customer represents and warrants to the other that:

1. They have the full power and authority to (i) enter into this Agreement, (ii) grant and receive, respectively, the rights granted in this Agreement, and (iii) provide and use, respectively, the Hosted Services.
2. They are not in breach of and shall not breach any agreement or other obligation to keep in confidence, or to refrain from using, the personal, confidential, proprietary, or trade secret information of any person or entity, and shall not use any such information, in connection with the Hosted Services.

B. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A HOSTED SERVICES ORDER, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION.

A. Provider and Customer (the “**Indemnitor**”) each shall defend, indemnify, and hold harmless the other and its Personnel, directors, and Affiliates (each, an “**Indemnitee**”) from all claims, obligations, causes of action, losses, damages, judgments, liabilities, costs and expenses (including reasonable attorneys’ fees) (collectively, “**Losses**”), arising from or related to the gross negligence, recklessness or willful misconduct of Provider (each, a “**Claim**”). Indemnitee shall give to Indemnitor prompt notice of such Claim shall permit Indemnitor to control the defense and settlement of such Claim (provided that, that (a) Indemnitee may monitor but not control the defense and settlement of such Claim with counsel of its own choosing and its own expense, and Provider shall cooperate in the same, and (b) Indemnitor shall not propose a judgment or agree to a settlement that attributes fault or liability to an Indemnitee without the prior written consent of Indemnitee).

B. In addition to the obligations set forth above, if any Hosted Services becomes subject to an IP Claim or its use is enjoined, Provider will promptly, at Provider’s option, (i) procure for Customer the right to continue to use such Hosted Services, (ii) replace or modify such Hosted Services in a manner that retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right, or (iii) require Customer, upon advance written notice, to stop using such Hosted Services and return to Customer.

C. Notwithstanding the above, if (i) Indemnitor is unable to take the appropriate action necessary to defend or settle any Claim, including because Indemnitor is insolvent or in bankruptcy, or (ii) Indemnitor breaches or intends to breach this term by not defending or settling any Claim, then in each case the Indemnitee may take sole control of the defense or settlement of such Claim.

D. Except as expressly provided in this Agreement, each Party disclaims all other representations and warranties, whether express, implied, statutory or otherwise.

7. LIMITATIONS OF LIABILITY.

A. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE TO CUSTOMER FOR ANY (I) INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES OR (II) LOSS OF BUSINESS OR LOST PROFITS (REGARDLESS OF WHETHER EITHER IS DEEMED TO BE “INDIRECT,” “SPECIAL,” “CONSEQUENTIAL,” “INCIDENTAL,” “PUNITIVE,” “EXEMPLARY,” OR ANY OTHER CATEGORY OF DAMAGES), THAT, IN EACH CASE, ARISE IN ANY WAY OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT, OR OTHERWISE RELATE TO THE SUBJECT MATTER HEREOF OR THEREOF.

B. THE MAXIMUM LIABILITY OF PROVIDER UNDER THIS AGREEMENT IN THE AGGREGATE SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY.

C. The terms of this Section shall apply to the fullest extent of the law and regardless of whether the damage, cost, expense, or loss is based in contract, statute, tort (including negligence) or otherwise.

D. Notwithstanding anything to the contrary in this Agreement, Provider may set off against any amounts payable to Customer under this Agreement, any amounts owed by Customer to Provider under this Agreement or otherwise.

8. CONFIDENTIALITY.

A. “**Discloser**” as used herein shall be the Party that discloses or causes the disclosure of the Confidential Information at issue or to which such Confidential Information belongs or is otherwise confidential.

B. “**Recipient**” as used herein shall be the Party that receives Discloser’s Confidential Information.

C. “**Confidential Information**” as used herein shall mean all documents, materials, information and ideas of or about (i) Customer or any of its past, current or prospective clients or suppliers (in which case Customer would be Discloser) or (ii) Provider (in which case Provider would be Discloser), in each case that are not generally known to the public, including documents, materials, information and ideas relating to business plans, strategies, programs, operations, methodologies, policies, practices, procedures, products, services, equipment, systems, facilities, human resources, benefits, and Personnel, whether in written, oral, electronic or any other form or media, which is designated as “Confidential,” “Proprietary” or a similar designation, or which the Recipient should reasonably know is confidential. Confidential Information shall include all Customer Data and Personal Information.

D. Notwithstanding the above, Confidential Information shall not include information that (i) is or becomes publicly available, other than as a result of disclosure by Recipient in breach of this Agreement, (ii) was known by Recipient prior to receipt of such information from Discloser free of any obligation of confidentiality, or (iii) is developed by Recipient independently of any information received from Discloser. The Hosted Services and all components and elements thereof is Provider’s Confidential Information.

E. Recipient shall:

1. Maintain the confidentiality of the Confidential Information using at least the same degree of care as it employs in maintaining its own trade secret, proprietary and/or confidential information, but in no event using less than a reasonable degree of care.
2. Limit its use of the Confidential Information solely for purposes of exercising its rights and/or fulfilling its obligations under this Agreement.
3. Limit access to the Confidential Information solely to those Personnel of Recipient who have a direct and immediate need of such access and who are obligated to maintain the confidentiality of such information.
4. Not disclose the Confidential Information to any third parties except to its own directors, officers, employees, consultants, subcontractors and legal and business advisors (collectively, “**Representatives**”) who have a need to know such information and who are obligated to maintain the confidentiality of such information, or as otherwise allowed herein. Each Party is responsible for any breaches of this Section 8 by its Representatives.

F. Notwithstanding the above, it shall not be a breach of this Agreement for Recipient to disclose Discloser’s Confidential Information (i) pursuant to the prior written consent of Discloser; (ii) as requested or required by interrogatories, requests for information from a governmental, regulatory or supervisory authority, subpoena or similar legal process, or in accordance with professional standards, or in connection with litigation pertaining hereto, provided that, where reasonably feasible, Recipient shall (a) provide Discloser with notice prior to such disclosure and reasonable assistance in obtaining, through court order, administrative ruling, or otherwise, a limitation or other protection of the Confidential Information that is subject to such disclosure, and (b) allow the Discloser to participate in the proceeding that requires the disclosure; or (iii) that was disclosed to Recipient on a non-confidential basis from a source other than Discloser where Recipient reasonably believes that (a) the source is not prohibited from making such disclosure and (b) the information is not otherwise confidential to Discloser, provided that upon discovery of the confidential nature of the information, Recipient immediately takes action to treat such information as Discloser’s Confidential Information hereunder.

G. Customer will not, in the course of performance of this Agreement or thereafter, use the name “Provider”, or any related name, mark or logo, in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual, or any other form, without, in each case, Provider’s prior written consent. Such consent shall only be requested by sending an email to Sales@attendancek12.com.

H. Each of Customer and Provider recognizes and acknowledges that the Confidential Information of the other Party is of a special, unique and extraordinary character, disclosure of which cannot be wholly compensated by monetary damages, and that any disclosure or unauthorized use of the Confidential Information, or other breach of this **Section 8** by them or their Personnel or Representatives, shall cause the other Party irreparable injury. Each of Customer and Provider, therefore, expressly agrees that, in addition to any rights and remedies which such other Party may have under this Agreement or at law or in equity, such other Party shall be entitled, without the posting of any bond or security, to injunctive and/or other equitable relief to prevent the breach of this **Section 8**, and/or to otherwise secure the enforcement of any of its terms.

9. DATA SECURITY; PRIVACY.

A. Data Security. Provider represents, warrants, and agrees that:

1. Provider shall implement, maintain, and enforce appropriate administrative, technical, and physical safeguards to (i) protect the security and confidentiality of Customer Data and Personal Information within the Hosted Services, (ii) protect against anticipated threats or hazards to the security or integrity of Customer Data and Personal Information within the Hosted Services, and (iii) protect against unauthorized access to or use of Customer Data and Personal Information within the Hosted Services.
2. Provider shall maintain reasonable back-up, redundancy, disaster recovery, and business continuity measures and procedures to support the continued operation of the Hosted Services.
3. Provider shall audit the security of the computers and computing environment and the physical data centers from which Provider provides the Hosted Services to Customer. This audit will: (i) be performed not more than once per calendar year; and (ii) be performed according to standards deemed to be appropriate by Provider.

10. SUBCONTRACTORS. Provider may subcontract or delegate to subcontractors its obligations under this Agreement; provided, that, no such subcontract shall relieve Provider of its obligations under this Agreement.

11. INSURANCE.

Provider and its subcontractors (including Subcontractors and Approved Subcontractors) must, at their sole cost and expense, at all times during the term of this Agreement and after the termination of this Agreement maintain insurance coverage deemed by Provider to be sufficient with insurance companies selected by Provider in its discretion.

12. NOTICES.

All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods: (i) by electronic mail or facsimile; (ii) by personal delivery; (iii) by registered or certified mail, postage prepaid, return receipt requested; or (iv) by a globally or nationally (as the case may be) recognized express mail, courier, or delivery service (“**Express Courier**”). A notice sent by electronic mail or facsimile shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery, certified mail or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

Notwithstanding the foregoing, notices of breach or termination sent by Email or facsimile are not valid unless also sent and received by one of the other methods stated herein.

Notices shall be sent to the respective addresses/contacts of each Party as follows, and any change of address/contact shall be made according to the procedure stated above.

All Notices to Provider shall go to:

Provider	AttendanceK12 LLC
Attn	Chris Miller
Address	8 N. Long Ave. Shelby, Oh
Email	chris@attendanceK12.com
Fax	

All Notices to Customer regarding any matter pertaining to this Agreement shall go to:

Customer	MOESC
Attn	Mark E. Burke Jr.
Address	890 W 4th St, Mansfield, OH 44903
Email	burke.mark@moesc.net

With a copy to: Group Counsel at the above address

13. TERM AND TERMINATION.

A. Term. This Agreement shall be effective as of the Effective Date and continue until the expiration or termination of the last to expire of all HPOs entered into under this Agreement.

B. Termination.

1. Termination for Bankruptcy. Either Customer or Provider may terminate immediately (i) this Agreement and/or (ii) any Hosted Services Order, in each case if the other Party ceases business operations, makes a general assignment for the benefit of creditors, becomes insolvent or the subject of voluntary bankruptcy or receivership proceedings, or if bankruptcy or receivership proceedings are initiated against it and not lifted within 10 days.

2. Termination of Agreement for Breach. Either Customer or Provider may terminate this Agreement by delivery of written notice of termination, for material breach of this Agreement by the other Party, if the other Party does not cure such breach within 30 days following receipt of such notice; provided, that, in the event of material breach by Provider, if such breach cannot reasonably be cured within such 30 day period but Provider has taken reasonable steps toward a cure during such 30 day period, such 30 day period shall be extended for an additional reasonable period to permit Provider to complete such cure. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination.

3. Effect of Termination; Survival.

1. Termination of this Agreement shall automatically terminate all Hosted Services Orders.

2. Termination of any Hosted Services Order shall not terminate this Agreement unless the terminating Party provides notice that specifically states that this Agreement is also being terminated as permitted hereunder.

3. Sections [REDACTED] shall survive termination of this Agreement.

14. GENERAL TERMS.

A. Construction.

1. Agreement Headings and Numbering. Section and paragraph headings and numbers used in this Agreement are included for convenience of reference only and, if there is any conflict between any such numbers and headings and the text of this Agreement, the text shall control.

2. Including. As used in this Agreement, the word “including” means “including, without limitation,” and the word “include” means “include, without limitation.”

B. Entire Agreement. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, between the Parties with respect to its subject matter.

C. Ancillary Documents. Any Schedule, Exhibit, Appendix or attachment to this Agreement is an integral part of this Agreement and is incorporated herein by reference.

D. Hosted Services Orders. Each Hosted Services Order entered into under this Agreement is an integral part of this Agreement.

E. Conflict. In the event of a conflict or inconsistency between the main body of this Agreement and any Schedule, Exhibit, Appendix, or attachment to this Agreement, including without limitation, any Hosted Services Order, the main body of this Agreement shall govern and control in the absence of an express statement in a Schedule, Exhibit, Appendix, or attachment to this Agreement, including without limitation, any Hosted Services Order, indicating that such Schedule, Exhibit, Appendix, or attachment to this Agreement, including without limitation, the Hosted Services Order, shall govern and control with respect to a particular term or issue.

F. Amendments. This Agreement may only be revised, supplemented, or amended by a written document signed on behalf of both Provider and Customer that specifically states that it is intended to revise, supplement, or amend this Agreement.

G. Force Majeure. If and to the extent that a Party's performance of any of its obligations hereunder is prevented, hindered or delayed by acts of God, war, riots, terrorism, embargos, industry-wide third party strikes and boycotts, acts of public enemy, acts of military authority, earthquake, fire or flood or other similar event or similar cause beyond such Party's reasonable control (but excluding labor and union related activities with respect to Provider's or a Provider Agent's workforces, failures of Provider Agents, and inability to obtain supplies) (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions or remediated or mitigated by reasonable actions taken by such Party, including the use of alternate sources, or workaround plans, then such Party shall be excused for such non-performance, hindrance or delay of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues.

H. Severability. If any term in this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such term shall be reformed to the maximum extent allowed by law to reflect the original intent of the Parties (or, in absence of such intent, the same economic effect) as closely as possible to the invalid, illegal, or unenforceable term, and the other terms of this Agreement will remain in full force and effect in such jurisdiction. Such invalidity, illegality, or unenforceability shall not affect any other term in this Agreement, or invalidate or render unenforceable such term, in any other jurisdiction.

I. Waiver of Breach. No waiver of any breach, or of any objection to any act or omission connected therewith, shall be implied or claimed by any of the Parties, or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed on behalf of the Party against whom enforcement of such waiver or consent is sought.

J. Remedies Not Exclusive. Exercise or enforcement of a right or remedy given in this Agreement shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.

L. Applicable Laws. This Agreement shall be construed and interpreted and the legal relations created hereby shall be determined in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of, and agree that venue lies solely with, the state and federal courts located in the State of Ohio.

M. Waiver of Jury Trial. PROVIDER AND CUSTOMER, HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

M. Non-Assignability. Customer may not assign or transfer its obligations under this Agreement to any other party without first obtaining Provider's prior written consent. Provider may assign, delegate or subcontract this Agreement or any of its obligations under this Agreement, by operation of law or otherwise, without Customer's consent. Any prohibited assignment or transfer of this Agreement shall be null and of no effect.

N. Relationship of the Parties. No agency, partnership, franchise, or joint venture is created among or between any of the Parties by this Agreement.

O. No Construction Against Drafter. If an ambiguity or question of intent or interpretation arises with respect to any term of this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise, and no rule shall be enforced, favoring or disfavoring either Party by virtue of authorship of any of the terms of this Agreement.

P. Counterparts. This Agreement and each Hosted Services Order, and any amendments hereto or thereto, may be signed and delivered in one or more counterparts, all of which shall constitute one and the same instrument. Facsimile, photo or electronically produced copies of this signed Agreement or of any signed Hosted Services Order or amendment will legally bind the Parties to the same extent as an original document.

IN WITNESS WHEREOF, each of Customer and Provider has caused this Agreement to be signed by its duly authorized representative and become effective as of the Effective Date.

Customer:

Mid-Ohio ESC

By: Superintendent Designee

Name: Dr. Mark Burke

Title: Director of Operations

Provider:

AttendanceK12 LLC

By: CEO/Sales Associate

Name: Chris Miller

Title: CEO/Sales Associate

SCHEDULE A

PRICING AND DISCOUNT SCHEDULE

1. Ordering Procedures. Customer may place orders under this Agreement by contacting Provider. Provider will then generate a price quote for Customer. Once Customer has determined that the price quote meets Customer's needs, Provider will generate a Hosted Services Order, in substantially the same form as the one that is attached hereto and submit that to Customer. The price quote is not part of this Agreement and not binding on Provider.

2. Fees.

1. *Subscription Fees:* The "Initial Term" shall be for [] months and will commence on the effective date of an HSO (the "**HSO Effective Date**"). The Fees ("Subscription Fees") for the Initial Term are listed below:

Year	Hosted Services	Annual Fee
Year 1	AttendanceK12	\$3./ADM
Year 2		
Year 3		
Year 4		
Year 5		

2. *Consulting Fees:* Customer may purchase consulting services, at any time, for a Fee ("Consulting Fee") not to exceed the amounts listed in the table below by submitting a signed Hosted Services Order to Provider:

Resource Type	Price
Set Up	\$500./District

3. *Volume Discounts.* Provider shall further discount Customer's Subscription Fees and consulting fees as follows:

Spend/Volume Threshold	Additional Discount

3. Renewals.

Following the Initial Term, the Initial Term shall renew automatically for subsequent periods of [1 year] (each, a "Renewal Term") unless a Party provides written notice of non-renewal to the other Party not less than 30 days prior to the expiration of the Initial Term or then-current renewal term, whereupon this Agreement will terminate at the end of the Initial Term or then-current Renewal Term. Provider may increase Customer's Subscription Fees and Consulting Fees at time of renewal, provided,

that Provider gives Customer notice of such increase not less than 45 days prior to the expiration of the Initial Term or then-current Renewal Term.

SCHEDULE B

SERVICE LEVELS AND SUPPORT SCHEDULE

SERVICE LEVEL AGREEMENT

Certain Definitions. For purposes of this Service Level Agreement, the following terms shall have the meaning set forth herein. Capitalized terms used in this Service Level Agreement but not defined herein, shall have the meaning otherwise ascribed thereto in the Agreement.

“Incident” means an outage, error, defect, deficiency, failure or other similar event within the control of Provider that materially degrades or prevents the performance of the Hosted Services.

“Scheduled System Down Time” means the total time during which the Hosted Services is down and not made available to Company due to planned maintenance or correction.

“System Availability” means the percentage of time during which the Hosted Services is available to Company and working without Incident (as further defined herein).

“Unscheduled System Down Time” is any time during which the Hosted Services is not available to Company due to an Incident.

1. Support and Maintenance of the Hosted Services. Provider will maintain and provide or cause to be provided support for the Hosted Services in accordance with its then current support policies. Support and maintenance of the Hosted Services shall include, without limitation, the following:

- (a) Endeavor to maintain and operate, on a 24 hour per day, 7 day per week, 365 day per year basis, the Hosted Services with less than a 99.5% rate of System Availability. Notwithstanding the foregoing, you acknowledge and agree that Provider does not offer any specific uptime guarantee, and you will not be entitled to any refund, credit, or damages related to Provider’s failure to maintain System Availability.
- (b) Use commercially reasonable efforts to ensure Scheduled System Downtime is not performed during Company’s regular business hours. In the event Unscheduled System Down Time is necessary, Provider shall advise Company as soon as commercially practicable prior to commencing the same.
- (c) Provide software support and maintenance for the Hosted Services including, without limitation, correction of software “bugs”, errors and defects so that the Hosted Services operates in the manner for which they are intended.
- (d) Satisfy the Emergency Response Procedure (described in Section 2 below) and the System Availability requirements set forth in this Service Level Agreement.

2. **Emergency Response Procedure.**

Provider warrants that it will use commercially reasonable efforts to correct any Incident that causes Unscheduled System Down Time as quickly as possible and minimize the adverse impact of the Unscheduled System Down Time on the provision of the Hosted Services. The correction and resolution of any Incident that causes Unscheduled System Down Time will be conducted in accordance the Emergency Response Procedure set forth in this Section 2 of the Service Level Agreement.

- (a) **Incident Classification.** When an Incident occurs with regard to the Hosted Services and is reported to Provider by Company or discovered by Provider, Provider will assign a severity level to each Incident based on the Incident Classification Table below.

Incident Classification Table

Severity Level 1 (Critical)	Means that the use or accessibility of the Hosted Services is at a halt as a result of an Incident.
Severity Level 2 (Serious)	Means a serious disruption of a major function of the Hosted Services which cannot be solved by a workaround.
Severity Level 3 (Degraded)	Means any of the following: (i) a non-critical Incident which does not render the Hosted Services inoperable or non-accessible, or for which a workaround is available; or (ii) a reported Incident that does not qualify as a Severity Level 1 or Severity Level 2 problem.

- (b) **Error Reporting and Response.** If Company becomes aware of an Incident, Company will report the Incident to Provider together with a reasonable description thereof and an assignment of a severity level. Provider will take the following steps, in accordance with the Response Expectation Table below.

- Step 1.** Provider will respond to Company's reported Incident as indicated in the Response Expectation Table below.
- Step 2.** Provider will actively address the Incident and Provider will endeavor to correct the Incident or provide a workaround which enables the Hosted Services to function as indicated in the Response Expectation Table below.

Response Expectation Table

1 (Critical)	Initial response to Company within 1 hour following initial contact by Company	Immediate and continuing effort, but in all events within 24 hours of initial contact by Company
2 (Serious)	Initial response to Company within 4 hours following initial contact by Company	Immediate and continuing effort, but in all events within 2 business days following initial contact by Company
3 (Degraded)	Initial response to Company within 1 business day following initial contact by Company	Within 10 business days following initial contact by Company

SCHEDULE C

APPROVED SUBCONTRACTOR SCHEDULE

The following subcontractors of Provider are hereby approved as of the Effective Date for the following scope, duration, and location of services:

SCHEDULE D

HOSTED SERVICES DESCRIPTION

SCHEDULE E

HOSTED SERVICES ORDER FORM

Hosted Services Order # 1

This Hosted Services Order (“**HSO**”) is subject to the terms and conditions of the Master Software as a Hosted Services Agreement (the “**Agreement**”), by and between __AttendanceK12 LLC (“**Provider**”) and **MOESC** (“**Customer**”). Capitalized terms used and not defined herein have the same meaning as in the Agreement.

The effective date of this HSO is **July 1, 2022** (the “**HSO Effective Date**”).

Hosted Services:

Hosted Services Name/Description	Quantity Of Permitted Users	PaaS Term	List Price (USD)	Discount	Extended Discounted Price (USD)
AttendanceK12	TBA	7/1/22 to 7/1/23	\$3./ADM	.5/ADM	
Set up Fees	TBA	7/1/22 to 7/1/23	\$500/District		
				TOTAL FEES	3./ADM + Set up Fees

Special Terms:

- Provider will invoice Customer on an **annual** basis.
- Invoicing instructions and Customer contacts:

Invoices must be sent to:	<i>Mark E. Burke Jr.</i>
Passwords, keys or other information relevant to the Hosted Services should be sent to:	Name: Mark E. Burke Jr. Email: burke.mark@moesc.net
Customer contact for questions about this HSO:	IT Sourcing Contact: Service Department Email: support@attendancek12.com

Each of Customer and Provider has caused this Hosted Services Order to be signed by its duly authorized representative and become effective as of the HSO Effective Date.

Provider:

AttendanceK12 LLC_____

By (Signature): Chris Miller_____

Name: Chris Miller_____

Title: CEO/Sales Associate_____

Customer:

Mid Ohio Education Service Center_____

By (Signature): _____

Name: _____

Title: _____