DIGITAL ACADEMY
EDUCATION MANAGEMENT SYSTEM

The Digital Academy
Master Subscription / Service Agreement

Version Effective: June 1, 2026

This Digital Academy Master Subscription / Service Agreement (the "Agreement") is effective as of June 1, 2026 and applies to each Digital Academy Services Order Form, statement of work, addendum, or other ordering document that references or incorporates this Agreement. Enterprise Data Solutions, Inc., doing business as Digital Academy, an Ohio corporation ("EDSI"), provides the Services described in the applicable Services Order Form to the customer identified in that Services Order Form ("Customer"). By executing a Services Order Form that references or incorporates this Agreement, Customer agrees that the Services are governed by this Agreement, the applicable Services Order Form, and any applicable exhibits or service-specific addenda.

1. Definitions

Customer Data. all data, records, files, content, information, and materials submitted to, imported into, stored in, or processed by the Services on behalf of Customer or its Users.

Documentation. EDSI user guides, training materials, specifications, and help materials made available for the Services.

Services. the Digital Academy software-as-a-service platform, hosting, configuration, implementation, support, and related services identified in an applicable Services Order Form.

Services Order Form. an ordering document executed by the parties that identifies the purchased Services, fees, term, included modules, support, implementation services, and other business terms.

Users. Customer employees, administrators, teachers, coaches, staff, school users, or other individuals authorized by Customer to access the Services.

Personal Information. Customer Data that identifies or can reasonably be used to identify an individual, including employee, teacher, staff, student, parent, guardian, payer, or other personal data provided by Customer or Users.

Student Data. Customer Data that directly relates to an identifiable student, including education records, directory information, attendance records, grades, assessment data, discipline records, health-related school records if provided, parent/guardian information, and other student information processed through the Services.

Education Records. Student Data that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) or similar student privacy laws.

School Official. A contractor, consultant, or service provider performing an institutional service or function for Customer for which Customer would otherwise use its own employees and who is under Customer direct control with respect to the use and maintenance of Education Records.

Subprocessor. a third-party service provider engaged by EDSI to host, process, transmit, support, or otherwise assist in providing the Services.

2. EDSI Services

2.1 **Provision of Services.** EDSI will make the purchased Services available to Customer and its Users during the applicable subscription term in accordance with this Agreement and the applicable Services Order Form.

2.2 **Support.** EDSI will provide support and implementation services as described in the applicable Services Order Form. Unless otherwise stated in the Services Order Form, support is provided remotely by email, phone, online meeting, or support portal during EDSI normal business hours. For production SIS issues, EDSI will use commercially reasonable efforts to respond to critical production outages within four (4) business hours, high-priority material service degradation within one (1) business day, and standard support requests within two (2) business days. These are response targets and not guaranteed resolution times.

2.3 **Availability and Maintenance.** EDSI will use commercially reasonable efforts to make production online Services available 24 hours a day, 7 days a week, except for planned maintenance, emergency maintenance, Customer-caused issues, third-party telecommunications or Internet failures, force majeure events, beta features, and issues outside EDSI reasonable control. EDSI will provide reasonable electronic notice of planned maintenance when practicable and will attempt to schedule planned maintenance outside normal school operating hours. EDSI does not guarantee uninterrupted availability or any specific uptime percentage.

2.4 **Security Safeguards.** EDSI will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, availability, and integrity of Customer Data.

2.5 Data Backup. EDSI will maintain commercially reasonable backup procedures for the production Services designed to reduce the risk of routine data loss and support operational restoration and disaster recovery. Backups are intended for EDSI restoration purposes and are not a substitute for Customer regular exports or records-retention obligations. EDSI does not guarantee restoration of Customer Data deleted, overwritten, or altered by Customer or Users unless restoration is reasonably available through EDSI standard backup processes.

2.6 **Personnel.** EDSI is responsible for the performance of its employees and contractors in connection with the Services and for their compliance with EDSI obligations under this Agreement.

2.7 **Payment Processing and Optional Addenda.** Certain payment-processing, managed collections, fee collection, or other optional services may be governed by a separate addendum, services order, processor terms, or authorization terms. If Customer elects those services, Customer will comply with applicable payment rules, processor requirements, and any related addendum. This Agreement governs the platform and Services generally, while the specific addendum or Services Order Form governs the special terms for the optional service.

3. Use of Services

3.1 **Subscriptions and Usage Limits.** Services are purchased as subscriptions or other service packages as described in the applicable Services Order Form. Usage limits, text credits, support hours, user categories, modules, or other quantities are as stated in the Services Order Form.

3.2 **Customer Responsibilities.** Customer is responsible for: (a) identifying authorized Users; (b) maintaining the confidentiality of User credentials; (c) the accuracy, quality, and legality of Customer Data; (d) obtaining all rights and permissions necessary to provide Customer Data to EDSI; (e) use of the Services in accordance with applicable laws and the Documentation; and (f) promptly notifying EDSI of known unauthorized access to the Services.

3.3 **Usage Restrictions.** Customer will not knowingly: (a) use the Services in violation of the Acceptable Use Policy; (b) make the Services available to anyone other than authorized Users; (c) circumvent contractual usage limits; (d) copy, reverse engineer, or create derivative works of the Services except as permitted by law; (e) use the Services to build a competing product; (f) transmit malicious code or unlawful content; or (g) resell, sublicense, rent, lease, or provide the Services to third parties except as expressly permitted in a Services Order Form.

3.4 **Acceptable Use Policy.** Customer will comply with the Digital Academy Acceptable Use Policy attached as Exhibit B. EDSI may update the Acceptable Use Policy from time to time, provided that any update will not materially reduce Customer rights during an active subscription term.

4. Fees and Payment

4.1 **Fees.** Customer will pay the undisputed fees specified in each Services Order Form. Except as otherwise stated in a Services Order Form, fees are based on purchased Services and not actual usage, payment obligations are non-cancelable, undisputed fees paid are non-refundable, and purchased quantities may not be reduced during the applicable subscription term.

4.2 **Invoicing and Payment.** Fees will be invoiced in accordance with the Services Order Form. Unless otherwise stated in a Services Order Form, invoices are due net 30 days from the invoice date. Customer will provide accurate billing and contact information and promptly update EDSI regarding changes.

4.3 **Overdue Amounts.** Undisputed overdue amounts may accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. EDSI may condition future orders or renewals on shorter payment terms if Customer fails to timely pay undisputed fees.

4.4 **Suspension for Non-Payment.** If an undisputed amount is more than 60 days overdue, EDSI may suspend Services after giving at least 14 days written notice and an opportunity to cure. EDSI will not suspend Services while Customer is reasonably and in good faith disputing the applicable charges and cooperating diligently to resolve the dispute.

4.5 **Future Functionality.** Customer purchases are not contingent on delivery of future functionality or features unless expressly stated in a Services Order Form signed by both parties.

5. Proprietary Rights and Licenses

5.1 **EDSI Rights.** EDSI retains all right, title, and interest in and to the Services, Documentation, software, workflows, templates, know-how, and related intellectual property. No rights are granted to Customer except as expressly stated in this Agreement or a Services Order Form.

5.2 **Customer Data.** Customer retains all right, title, and interest in and to Customer Data. EDSI receives no ownership interest in Customer Data.

5.3 **License to Provide Services.** Customer grants EDSI a limited, non-exclusive, worldwide license during the applicable term to host, copy, transmit, display, process, and use Customer Data solely as necessary to provide, secure, support, improve, and troubleshoot the Services in accordance with this Agreement.

5.4 **Feedback.** Customer grants EDSI a perpetual, irrevocable, royalty-free license to use suggestions, enhancement requests, recommendations, corrections, or other feedback relating to the Services, provided EDSI will not identify Customer as the source of feedback without Customer permission.

6. Confidentiality, Data Privacy, and Security

6.1 **Confidential Information.** "Confidential Information" means information disclosed by one party to the other that is marked confidential or reasonably should be understood as confidential given the nature of the information and circumstances of disclosure. Customer Data is Customer Confidential Information. EDSI Confidential Information includes the Services, Documentation, pricing, product plans, technical information, and business processes.

6.2 **Exclusions.** Confidential Information does not include information that: (a) becomes publicly available without breach of this Agreement; (b) was known by the receiving party before disclosure without restriction; (c) is received from a third party without breach of an obligation; or (d) is independently developed without use of the disclosing party Confidential Information.

6.3 **Protection.** Each party will use reasonable care to protect the other party Confidential Information and will use it only for purposes of this Agreement. Access will be limited to personnel, contractors, advisors, and service providers who need access and are bound by confidentiality obligations.

6.4 **Compelled Disclosure.** A receiving party may disclose Confidential Information to the extent required by law, provided it gives prior notice to the disclosing party to the extent legally permitted and reasonably cooperates with efforts to seek confidential treatment.

6.5 **Permitted Use of Customer Data.** EDSI will not sell Customer Data, use Customer Data for targeted advertising, or use Customer Data for purposes unrelated to providing, securing, supporting, maintaining, improving, and troubleshooting the Services. EDSI may use de-identified or aggregated information to improve the Services, develop analytics, monitor system performance, and support product development, provided the information does not identify Customer, Users, students, parents, or other individuals.

6.6 **Data Security Incident.** EDSI will notify Customer without undue delay and, in any event, within seventy-two (72) hours after confirming unauthorized access to or acquisition of Customer Data within EDSI control that compromises the security, confidentiality, or integrity of Customer Data. EDSI will reasonably cooperate with Customer investigation,

mitigation, legally required notices, and remediation. EDSI obligations for a Data Security Incident are subject to the limitation of liability in Section 10, except to the extent liability cannot be limited by law.

6.7 **Subprocessors.** EDSI may use Subprocessors to provide hosting, storage, communications, support, payment processing, analytics, or other services necessary to provide the Services. EDSI remains responsible for Subprocessors performance of delegated obligations and will require Subprocessors to maintain confidentiality and security obligations appropriate to the services they provide. Upon request, EDSI will identify material Subprocessors used for the Services.

6.8 **FERPA; School Official.** To the extent Customer provides Education Records subject to FERPA, Customer designates EDSI as a School Official with a legitimate educational interest in providing the Services. EDSI will use Education Records only to perform institutional services or functions for Customer, will remain under Customer control with respect to the use and maintenance of Education Records, and will not redisclose Education Records except as permitted by this Agreement, Customer instructions, FERPA, or applicable law.

6.9 **COPPA and Student Consent.** To the extent the Children's Online Privacy Protection Act (COPPA) applies to Student Data or use of the Services by students under age 13, Customer represents that it has authority to consent to the collection and use of such information for educational purposes or has obtained any required parent or guardian consent. EDSI will not use such information for targeted advertising, behavioral profiling, or purposes unrelated to providing the Services.

6.10 **Student Data Restrictions.** EDSI will not knowingly use Student Data to create student profiles for non-educational purposes, sell Student Data, use Student Data for targeted advertising, or knowingly retain Student Data longer than necessary to provide the Services or comply with legal obligations. EDSI will require personnel and Subprocessors with access to Student Data to use it only as necessary to provide the Services.

6.11 **Data Return and Deletion.** Customer data return and deletion rights are described in Section 11.5 and Exhibit A.

7. Representations, Warranties, and Disclaimers

7.1 **Mutual Authority.** Each party represents that it has authority to enter into this Agreement and perform its obligations.

7.2 **EDSI Warranties.** EDSI warrants that: (a) it will perform professional services in a professional and workmanlike manner; (b) the Services will materially conform to the applicable Documentation; (c) EDSI will not knowingly introduce malicious code into Customer systems; and (d) EDSI will maintain commercially reasonable safeguards for Customer Data.

7.3 **Customer Warranty.** Customer warrants that it has the rights and permissions necessary to provide Customer Data to EDSI for processing under this Agreement.

7.4 **Disclaimer.** Except as expressly provided in this Agreement, neither party makes any warranty of any kind, whether express, implied, statutory, or otherwise. Each party disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law. Beta, pilot, free, or evaluation services are provided as-is.

8. Insurance

8.1 **Coverage.** During the term of this Agreement, EDSI will maintain commercially reasonable insurance coverage appropriate for a SaaS provider, including:

- Commercial General Liability with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;
- Workers Compensation as required by applicable law;
- Technology Errors and Omissions / Professional Liability coverage with limits of not less than $2,000,000; and
- Cyber Liability / Privacy Breach coverage with limits of not less than $2,000,000.

8.2 **Certificates.** Upon reasonable request, EDSI will provide a certificate of insurance evidencing the coverage above. Additional insured endorsements will be provided for Commercial General Liability where commercially available and applicable to the Services. EDSI is not required to obtain additional insured endorsements from public cloud, communications, payment, or other commercially available SaaS providers that do not customarily provide such endorsements to downstream customers.

9. Mutual Indemnification

9.1 **Indemnification by EDSI.** EDSI will defend Customer and its officers, directors, employees, successors, and assigns from third-party claims alleging that the Services, as provided by EDSI and used in accordance with this Agreement, infringe a United States patent, copyright, trademark, or trade secret, and will pay damages and reasonable attorneys fees finally awarded or agreed in settlement. EDSI will have no obligation for claims arising from Customer Data, Customer modifications, use not in accordance with the Documentation, or combination with items not provided by EDSI.

9.2 **Indemnification by Customer.** Customer will defend EDSI and its officers, directors, employees, successors, and assigns from third-party claims arising from Customer Data, Customer breach of this Agreement, Customer violation of law, or Customer use of the Services in violation of the Acceptable Use Policy, and will pay damages and reasonable attorneys fees finally awarded or agreed in settlement.

9.3 **Procedure.** The indemnified party will promptly notify the indemnifying party of the claim, reasonably cooperate, and allow the indemnifying party to control the defense and settlement, provided that no settlement may impose obligations on the indemnified party without its written consent.

10. Limitation of Liability

10.1 **General Cap.** Except as stated in Section 10.3, each party aggregate liability arising out of or related to this Agreement will not exceed the amounts paid or payable by Customer under the applicable Services Order Form during the 12 months preceding the event giving rise to liability.

10.2 **Exclusion of Consequential Damages.** Except as stated in Section 10.3, neither party will be liable for lost profits, lost revenues, loss of goodwill, indirect, special, incidental, consequential, cover, exemplary, or punitive damages, whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

10.3 **Exceptions and Data/Security Super-Cap.** The limitations in Sections 10.1 and 10.2 do not apply to: (a) Customer payment obligations; (b) either party infringement, misuse, or misappropriation of the other party intellectual property; (c) fraud or willful misconduct; or (d) liability that cannot be limited by law. For claims arising from EDSI breach of confidentiality, data security, privacy, FERPA/COPPA, or Student Data obligations, including a Data Security Incident involving Customer Data, EDSI aggregate liability will not exceed the greater of (i) two times the amounts paid or payable by Customer under the applicable Services Order Form during the twelve (12) months preceding the event giving rise to liability, or (ii) available insurance proceeds actually recovered for the claim. This Section does not limit EDSI obligation to provide required notices, reasonable cooperation, and remediation described in Section 6.6.

11. Term and Termination

11.1 Agreement Term. This Agreement is effective as of June 1, 2026. For each Customer, this Agreement applies beginning on the effective date of the applicable Services Order Form that references or incorporates this Agreement and continues until all Services Order Forms governed by this Agreement have expired or been terminated. Unless otherwise stated in the applicable Services Order Form, the version of this Agreement in effect on the effective date of a Services Order Form will govern that Services Order Form during its then-current subscription term. Any renewal, extension, replacement Services Order Form, or new Services Order Form may be governed by the then-current version of this Agreement, provided that the updated version is referenced or incorporated into the renewal, extension, replacement Services Order Form, or new Services Order Form.

11.2 **Subscription Term.** The term of each subscription is specified in the applicable Services Order Form.

11.3 **Termination for Cause.** Either party may terminate this Agreement or an affected Services Order Form for cause: (a) if the other party materially breaches this Agreement or the affected Services Order Form and fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail; or (b) immediately if the other party becomes subject to bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4 **Refund or Payment upon Termination.** If Customer terminates for EDSI uncured material breach, EDSI will refund prepaid fees covering the remainder of the terminated subscription term after the effective date of termination. If EDSI terminates

for Customer uncured material breach, Customer will pay all undisputed fees for Services provided through the effective date of termination and any other amounts due under the applicable Services Order Form.

11.5 **Data Export and Deletion.** Upon Customer request made within 30 days after termination or expiration, EDSI will make Customer Data available for export or download for at least 45 days. After that period, EDSI may delete Customer Data from active systems in accordance with its standard procedures, except to the extent retention is legally required or retained in routine backups. Backup copies will be overwritten or deleted in the ordinary course of EDSI backup retention cycle.

11.6 **Survival.** Provisions that by their nature should survive will survive termination, including payment obligations, proprietary rights, confidentiality, data return/deletion, disclaimers, indemnification, limitation of liability, governing law, and general provisions.

12. Notices, Governing Law, and General Provisions

12.1 **Notices.** Notices to EDSI shall be sent to Enterprise Data Solutions, Inc., Attn: Patrick Connor, 6993 Pearl Road, Cleveland, Ohio 44130, patrick.connor@edsi.us.com, or to any updated notice address provided in writing. Notices to Customer shall be sent to the contact and address identified in the Services Order Form.

12.2 **Manner of Notice.** Notices must be in writing and will be deemed given upon personal delivery, the second business day after mailing, or the first business day after email transmission with confirmation or no bounce-back. Email is not sufficient for notices of termination or indemnifiable claims unless the receiving party confirms receipt.

12.3 **Governing Law.** This Agreement is governed by the laws of the State of Ohio, without regard to conflicts-of-law rules.

12.4 **Order of Precedence.** If there is a conflict among documents, the order of precedence is: (1) a signed service-specific addendum, but only for the special service terms expressly covered by that addendum; (2) the applicable Services Order Form for business terms such as scope, pricing, quantities, term, implementation, support, payment processing, managed collections, or other service-specific requirements; (3) this Agreement; (4) Exhibit A, Data Privacy and Security Addendum, for data privacy and security matters; (5) Exhibit B, Digital Academy Acceptable Use Policy, for acceptable-use matters; and (6) Documentation. No purchase order, vendor portal term, click-through term, or similar document will amend this Agreement unless signed by both parties.

12.5 Updates to MSSA and Online Terms. EDSI may update this Agreement, the Digital Academy Acceptable Use Policy, Documentation, and other generally applicable online service terms from time to time. EDSI will provide notice of material updates by posting the updated terms with a revised effective date and/or by providing electronic notice to Customer. During an active subscription term, EDSI will not apply an update to the version of this Agreement governing a Services Order Form if the update materially reduces Customer rights or materially increases Customer obligations, unless Customer agrees to the update. Notwithstanding the foregoing, EDSI may make updates reasonably necessary to address legal, security, operational, or compliance requirements, provided such updates are applied in a commercially reasonable manner and do not materially reduce the overall level of protection for Customer Data.

12.6 **Assignment.** Neither party may assign this Agreement without the other party prior written consent, not to be unreasonably withheld, except that EDSI may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee assumes EDSI obligations.

12.7 **Relationship.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship.

12.8 **Export and Anti-Corruption.** Each party will comply with applicable export control, sanctions, and anti-corruption laws in connection with this Agreement.

12.9 **Entire Agreement; Amendment.** This Agreement and all Services Order Forms constitute the entire agreement between the parties regarding the Services and supersede prior or contemporaneous agreements regarding the same subject. Except for updates permitted under Section 12.5, amendments must be in writing and signed by both parties.

12.10 **Waiver; Severability.** Failure to enforce a provision is not a waiver. If any provision is unenforceable, the remaining provisions remain in effect.

12.11 **Services Order Forms; Electronic Signatures.** Services Order Forms may be executed in counterparts and by electronic signature, each of which is deemed an original.

12.12 **Good-Faith Dispute Resolution.** Before either party files a lawsuit relating to this Agreement, the parties will use commercially reasonable efforts to resolve the dispute through good-faith discussions between authorized representatives. Nothing in this Section prevents either party from seeking temporary, preliminary, or permanent injunctive relief, pursuing undisputed payment obligations, or taking action necessary to protect confidential information, intellectual property, data security, or service availability. Unless the parties separately agree in writing to arbitration for a specific dispute or service addendum, disputes will be resolved in the courts specified by applicable law and this Agreement.

Exhibit A - Data Privacy and Security Addendum

A.1 **Scope.** This Exhibit applies to EDSI processing of Customer Data, Personal Information, Student Data, and Education Records in connection with the Services.

A.2 **Customer Instructions.** EDSI will process Customer Data only to provide, secure, support, maintain, improve, and troubleshoot the Services; comply with Customer instructions; comply with law; and exercise rights under this Agreement.

A.3 **Data Ownership and Control.** Customer controls Customer Data and determines what Customer Data is submitted to the Services. Customer is responsible for the accuracy and legality of Customer Data and for user permissions configured by Customer administrators.

A.4 **Security Program.** EDSI will maintain a commercially reasonable information security program appropriate to the nature of the Services and Customer Data, including administrative, technical, and physical safeguards designed to protect Customer Data from unauthorized access, acquisition, disclosure, alteration, and destruction.

A.5 **Subprocessors.** EDSI may use Subprocessors as described in Section 6.7. EDSI will remain responsible for Subprocessors performance of delegated obligations.

A.6 **Data Return.** EDSI will provide Customer Data export or download assistance as described in Section 11.5. Additional custom export work or migration support may be subject to fees in a Services Order Form or change order.

A.7 **Data Deletion.** EDSI will delete Customer Data as described in Section 11.5, subject to legal retention requirements, archival records, and routine backup retention cycles.

A.8 **No Sale or Advertising.** EDSI will not sell Customer Data, Student Data, or Education Records and will not use Customer Data, Student Data, or Education Records for targeted advertising.

A.9 **FERPA and Education Records.** When EDSI processes Education Records, EDSI acts as Customer School Official with a legitimate educational interest and will use Education Records only to provide the Services, comply with Customer instructions, secure and support the Services, or comply with applicable law. EDSI will not redisclose Education Records except to authorized Subprocessors, as directed by Customer, or as permitted by law.

A.10 **COPPA.** For students under age 13, Customer is responsible for obtaining parent or guardian consent when required or for providing school consent for educational use where permitted by COPPA. EDSI will process such information only for educational and service-related purposes described in this Agreement.

A.11 **Backups and Retention.** EDSI standard backups are maintained for operational restoration and disaster recovery. Backup retention cycles may cause Customer Data to remain in backups for a limited period after deletion from production systems, after which backups are overwritten or deleted in the ordinary course.

Exhibit B - Digital Academy Acceptable Use Policy

Customer and Users may not use the Services to:

- Violate applicable law or the rights of any person or entity;
- Send unlawful, deceptive, harassing, defamatory, threatening, obscene, or abusive content;
- Send spam or unsolicited bulk messages, or use purchased lists without legally sufficient consent;
- Upload, transmit, or introduce malware, viruses, ransomware, or other harmful code;
- Attempt unauthorized access to the Services, EDSI systems, another customer environment, or any third-party system;
- Perform penetration tests, vulnerability scans, load tests, or security assessments without EDSI prior written approval;
- Interfere with or disrupt the integrity, security, performance, or availability of the Services;
- Circumvent usage limits, authentication, access controls, or security features;
- Misrepresent identity or authority when using communication tools;
- Use the Services to store or transmit content that infringes intellectual property rights;
- Reverse engineer, copy, resell, sublicense, or provide the Services to third parties except as permitted by the Agreement or Services Order Form.

EDSI may suspend access to the Services to address actual or suspected violations that threaten the security, availability, or integrity of the Services or the rights of EDSI, Customer, Users, or third parties. EDSI will use reasonable efforts to provide notice and an opportunity to cure where practicable, unless immediate action is reasonably necessary.