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CourseLeaf Service and Software Agreement (SSA)

This Service and Software Agreement (the "Agreement" or "SSA") is effective as of the date of last signature ("Effective Date"), by and between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog"), with its principal place of business at 2451 Oakdale Blvd., Suite 100, Coralville, IA 52241 and Prairie View A&M University ("Licensee" or "Client" or "Subscriber"), located at 100 University Dr Suite 221, Prairie View, TX 77446.

RECITALS

- A. Leepfrog utilizes its technology to provide a variety of products and services including, without limitation, those described in this SSA and its Exhibits.
- B. Licensee/Subscriber wishes to retain Leepfrog to provide certain of Leepfrog's products and services to Licensee/Subscriber in accordance with the terms and conditions of this SSA.
- C. Licensee/Subscriber and Leepfrog wish to enter into a cooperative agreement to enable Licensee/Subscriber to acquire and implement CourseLeaf Products.
- D. Leepfrog will deliver to Licensee/Subscriber certain Leepfrog Technology designed to achieve its information management and distribution objectives.

NOW THEREFORE, Leepfrog and Licensee/Subscriber agree as described below.

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows, below.

1. Definitions.

- 1.1 **"Agreement"** or **"SSA"** means this Service and Software Agreement (SSA), including all Exhibits, Statements of Work, Amendments and Addendum mutually executed by the parties whether on or after the Effective Date.
- 1.2 **"Business Requirements"** The gathering and review of Licensee/Subscriber data which includes and may not be limited to the following: course and program specifications, workflow specifications and student information system (SIS) data which may include Designated Systems and Technical Requirements.
- 1.3 **"Client Content"** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber requests and/or requires to be displayed, distributed, managed or contained in the Leepfrog Technology.
- 1.4 **"Client Data"** means any data, words, images, graphics, fonts, property and other content Licensee/Subscriber provides to Leepfrog, whether or not used as Client Content.
- 1.5 **"CourseLeaf® Products"** means the branded information administration product(s) developed by Leepfrog for the creation, distribution and control of academic information that may include, separately and any combinations thereof, but are not limited to the modules of CourseLeaf CAT, CourseLeaf CIM, CourseLeaf CLSS, CourseLeaf SYL and CourseLeaf PATH w/Registration Management, including its respective piece parts and related offerings.
- 1.6 **"CourseLeaf Software Administrators"** means those persons who are faculty, agents and/or staff of the Licensee/Subscriber who participate in the process of adding, deleting, or modifying the content delivered by the Software, or who are employees or independent contractors of Licensee/Subscriber who design or modify the appearance of the user interface of the Software, or who are employees of the Licensee/Subscriber information systems department or independent contractors engaged by the Licensee/Subscriber who are tasked with support and maintenance of the Licensee/Subscriber information technology systems.
- 1.7 **"CourseLeaf Software Provisioned User"** means those persons who have been authorized for restricted access and use by the CourseLeaf Software Administrators.
- 1.8 **"Designated Systems"** means the hardware, software platforms, networks, systems, access and protocols owned or operated by the Licensee/Subscriber which are required to satisfy the Technical Requirements as identified during implementation or referred to in the most current Service and Software Agreement, and Exhibits thereto, between Leepfrog and Licensee/Subscriber, and upon or within which the implementation is dependent and the Software is intended for use, if any.



- 1.9 **“Developer Partner Program”** means Leepfrog’s program for clients who elect to work with Leepfrog to develop additional functionalities to the CourseLeaf Products. All Developer Partner Program work is subject to the terms of this Agreement. See Section 3.7 for details.
- 1.10 **“Documentation”** means this Agreement and all manuals, user documentation, and other related materials pertaining to the Software that is furnished to Licensee/Subscriber by Leepfrog in connection with the Software and Leepfrog Technology.
- 1.11 **“Effective Date”** means the date of the last signature to this Agreement.
- 1.12 **“Emergency Support”** means Leepfrog technical support services available after Hours of Operation.
- 1.13 **“Enhancement Request”** means a request by Licensee/Subscriber to incorporate a new feature or enhance an existing feature of the Leepfrog Technology.
- 1.14 **“Fix”** means a correction, alteration or workaround that solves or resolves problematic software behavior. See Exhibit B Ongoing/Subscription Support Services.
- 1.15 **“Leepfrog Branding”** means an icon, logo, or other mark or device(s) registered to and provided by Leepfrog from time-to-time indicating Leepfrog Technology is being used.
- 1.16 **“Leepfrog Technology”** means the CourseLeaf Products, Software and supporting Documentation supplied by Leepfrog to Licensee/Subscriber under this Agreement, including but not limited to, CourseLeaf, software, programs, modules, components, templates, Services, Updates, Upgrades, and the Test Environment, and the intellectual property rights contained therein.
- 1.17 **“Hours of Operation”** means Leepfrog’s standard business hours 7:00am Central Time Zone to 7:30pm Central Time Zone, not including holidays as currently defined by Leepfrog. Leepfrog’s Ongoing//Subscription Support is accessible and available twenty-four hours a day, seven days a week (24/7).
- 1.18 **“Fees”** are the monies due and owing to Leepfrog from Licensee/Subscriber for the CourseLeaf Products and Services. Licensee/Subscriber payment is due in accordance with the payment terms in Exhibit A.
- 1.19 **“Ongoing/Subscription Support Services”** means the Support Services itemized in Exhibit B to be provided by Leepfrog to Licensee/Subscriber during the Term.
- 1.20 **“Problem”** means any error, bug, or malfunction, arising from a defect in the design or source code developed by Leepfrog, that makes a networked site of Licensee/Subscriber providing an interface with the Leepfrog Technology perform unpredictably or to otherwise become intermittently unavailable, or that causes such networked site to have a material degradation in response time or other performance.
- 1.21 **“Protected Data”** means data relating directly or indirectly to a living individual from which it is practicable for the identity of the individual to be directly or indirectly ascertained, including the student’s name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. “Protected Data” includes but not limited to information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.22 **“Services”** means all services provided by Leepfrog to Licensee/Subscriber, including the installation, implementation, configuration, migration, training, support, ongoing/subscription support services, Subscription Services, maintenance, and the hosting or deployment services pursuant to this Agreement, the Exhibits, all concurrent and future Statements of Work.
- 1.23 **“Software”** shall mean the Leepfrog Technology for the CourseLeaf Products in code form, any subsequent error corrections, Updates or Upgrades supplied to Licensee/Subscriber by Leepfrog pursuant to this Agreement, and modifications by Leepfrog to the extent title thereto remains with Leepfrog.
- 1.24 **“Statement of Work” or “SOW”** means a document describing CourseLeaf Product and Services Leepfrog will provide, including the Fees for such service, and will serve as an attachment to this Agreement. SOWs shall be executed by both parties and bound by the terms and conditions of this Agreement, unless otherwise expressly provided and agreed in the Statement of Work.
- 1.25 **“Subscription Services”** means a purchase by prepayment for online access to and use of the Leepfrog Technology and the Software hosted remotely on servers operated by or on behalf of Leepfrog.



- 1.26 **“Technical Requirements”** means the hardware, software, remote and support user account access and operational capabilities specified by Leepfrog for the proper operation of the Leepfrog Technology and any hosting services provided pursuant to this Agreement and its Exhibits.
- 1.27 **“Term”** shall have the meaning indicated in Section 12.1 in this Agreement.
- 1.28 **“Test Environment”** means the Licensee/Subscriber testing version and site of CourseLeaf Module(s) as provided by Leepfrog.
- 1.29 **“Test Environment Period”** means the period commencing upon the date Leepfrog advises Licensee/Subscriber that changes have been performed or are ready to be performed on Licensee/Subscriber’s CourseLeaf Module(s) and continuing until the date changes recommended or provided by Leepfrog are incorporated or rejected in Licensee/Subscriber CourseLeaf Module(s).
- 1.30 **“Updates”** means any improvement in the Leepfrog Technology that relates to operating performance but does not alter the basic function of the Leepfrog Technology.
- 1.31 **“Upgrades”** means any improvement to the Leepfrog Technology that enhances or modifies the basic function of the Leepfrog Technology or any new software that Leepfrog markets as a replacement of or upgrade to the Leepfrog Technology.
- 1.32 **“Virus”** means program code or programming instruction(s) developed by Leepfrog solely for the purpose to disrupt, disable, or harm the operation of Licensee/Subscriber software, firmware, hardware, wireless communications device, computer system or network.
- 1.33 **“Work Order”** see Statement of Work.

2. License/Subscription Service.

- 2.1 Subject to payment of the Fees described in this Agreement, and Licensee/Subscriber compliance with the terms and conditions of this Agreement, Leepfrog grants to Licensee/Subscriber a limited, worldwide, nonexclusive, nontransferable and nonassignable, term license to the Documentation, Leepfrog Technology and the Software and access to its Subscription Services. Such access and use rights shall be worldwide, nonexclusive, nontransferable, non-assignable and solely for Subscriber’s business purposes, from the Effective Date hereof until termination or expiration of this Agreement in accordance with its terms. Subject to the assignment rights expressed in Section 16.3, below, Licensee/Subscriber cannot resell, assign, or otherwise transfer said license, or employ the Leepfrog Technology or Subscription Services for commercial purposes as a provider of products or services for other entities, without advance written notice to, and advance written consent of, Leepfrog. To the extent the Service, including Subscription Services, includes access to any source code of the Leepfrog Technology, Licensee/Subscriber hereby covenants that it will not modify such source code in any way not expressly authorized herein. Leepfrog shall not be obligated to provide support, Upgrades, and/or Updates of the Software and/or Leepfrog Technology to Licensee/Subscriber after expiration or termination of this Agreement, unless otherwise expressly stated herein.
- 2.2 Subject to the terms and conditions of the Agreement, Leepfrog grants Licensee/Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use any Leepfrog provided application programming interfaces and their associated tools and documentation, (“APIs”) in support of CourseLeaf modules. Licensee/Subscriber has no right to distribute or allow access to the stand-alone APIs. Licensee/Subscriber shall not (i) disclose or provide the APIs to any person or entity other than to Licensee/Subscriber employees or agents, including independent contractors and subcontractors, provided such employees or agents, including independent contractors and subcontractors, have entered into an agreement with Licensee/Subscriber at least as protective of Leepfrog’s rights as the Agreement; (ii) use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate the Agreement; (iii) share, transfer, sublicense or fail to protect the confidentiality of any Leepfrog Confidential Information obtained or accessed through the APIs, directly or indirectly, to any third party; (iv) use the APIs in competition with products or services offered by Leepfrog; (v) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs.
- 2.3 No license to sublicense the source code of the Software or any portion thereof is granted hereunder. In addition, Licensee/Subscriber will not sublicense the object code of the Software or any portion thereof to third parties without a written sublicense agreement consented to by Leepfrog.
- 2.4 Licensee/Subscriber shall have the right to copy or reproduce the Documentation, in whole or in part, as necessary so that CourseLeaf Administrators can access and use the Software and Subscription Services as described herein, including such duplication as described in Section 3.2 below



- 2.5 Leepfrog hereby grants Licensee/Subscriber a nonexclusive, royalty-free, worldwide, license to display the Leepfrog Branding solely as required in order to comply with any attribution obligations under this Agreement.
- 2.6 Licensee/Subscriber hereby grants to Leepfrog, a nonexclusive, worldwide, royalty-free license during the Term to work with and reproduce Client Content and other related catalog or Client information as necessary to provide the products and services under this Agreement and in accordance with the confidentiality obligations in Section 10 as applicable.
- 2.7 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, and other technology Leepfrog may require to develop, implement and maintain Software.
- 2.8 Licensee/Subscriber represents and warrants that it (and its CourseLeaf Administrators and Provisional Users) shall not upload any Client Content or otherwise use the Leepfrog Technology or Subscription Services to store or disseminate any content that is obscene or pornographic, infringes any third party intellectual party rights or violates any applicable law.

3. Ownership.

- 3.1 Between Licensee/Subscriber and Leepfrog, Licensee/Subscriber acknowledges that Leepfrog owns all right, title, and interest in and to the Software, Subscription Service, Documentation, CourseLeaf Products and Leepfrog Technology (except for any software licensed by third parties to Leepfrog), and that Licensee/Subscriber shall not acquire any right, title, or interest in or to the Software, Documentation, CourseLeaf Products and Leepfrog Technology, except as expressly set forth in this Agreement. Licensee/Subscriber further acknowledges and agrees that the Software, Subscription Services, Documentation, CourseLeaf Products and Leepfrog Technology, including the structure, sequence and organization, all derivative works and all copies, in any form provided by Leepfrog or made by Licensee/Subscriber are the sole property of Leepfrog and/or its suppliers. Licensee/Subscriber shall not have any right, title, or interest in or to any such Software, Documentation, CourseLeaf Products or Leepfrog Technology, or copies thereof, except as provided in this Agreement, and further shall secure and protect access credentials to the Subscription Service and all Software, Documentation and Leepfrog Technology consistent with maintenance of Leepfrog's proprietary rights therein. No remarketing, redistribution, or other commercialization of the Software, Subscription Service, Documentation or Leepfrog Technology is authorized hereunder. The Software, Subscription Service, Documentation and Leepfrog Technology may not be sold, leased, assigned, loaned or otherwise transferred or provided to a third party. Licensee/Subscriber will not remove, obscure, or alter Leepfrog's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Leepfrog software, documentation, or output.
- 3.2 Licensee/Subscriber agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Subscription Service, Software, including output generated by the Software. Licensee/Subscriber shall maintain and place on any copy of the Documentation that it reproduces, whether for internal use or for distribution to CourseLeaf Administrators, and in whatever form, all such notices as are authorized and/or required hereunder.
- 3.3 Licensee/Subscriber shall use the following notice, or such other reasonable notice as Leepfrog shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in program script, source code and object code, in the video screen display, on the physical medium embodying the Software copy, and on any Documentation reference manuals.

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This disclaimer of warranties and limitation of liability set forth immediately above applies to this agreement but does not apply to or otherwise limit the effect of Section 11 Warranties and Disclaimers and Section 15 Limitation of Liability of this Agreement as between the parties hereto. CourseLeaf Administrators using the Software and Documentation for content authoring and output generation as contemplated by the functional descriptions of the Software are hereby authorized to



copy, duplicate, or disclose this information so long as such copying, duplication, or disclosure are consistent with such uses and Licensee/Subscriber maintains responsibility in all cases of disclosure.

- 3.4 Except as set forth in Section 2.4 and 3.4, nothing in this Agreement shall grant or shall be deemed to grant to one party any right, title, or interest in or to the other party's marks. All use of the Licensee/Subscriber marks by Leepfrog shall inure to the benefit of Licensee/Subscriber, and all use of Leepfrog marks by Licensee/Subscriber shall inure to the benefit of Leepfrog. Neither party shall challenge or assist others in challenging the marks of the other party (except to the extent such restriction is prohibited by applicable law) or the registration thereof or attempt to register any trademarks, service marks, or trade names confusingly similar to those of the other party.
- 3.5 Licensee/Subscriber and Leepfrog hereby acknowledge that Client Data, including Client Content is and shall remain the property of Licensee/Subscriber. Licensee/Subscriber may request retrieval or delivery of their Client Content residing on Leepfrog's servers at any time.
- 3.6 Licensee/Subscriber agrees to inform Leepfrog of any problems, including ideas for enhancements which come to Licensee/Subscriber attention during the use of the Leepfrog Technology and Subscription Services and such ideas for enhancements will be owned by Leepfrog, and Licensee/Subscriber hereby assigns and agrees to assign to Leepfrog all right, title and interest to such feedback, analysis, reports, ideas and enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- 3.7 Licensee/Subscriber agrees to provide the appropriate use license(s) to Leepfrog, as may be required, including but not limited to the right to review, view, use display and as otherwise may be required, for all Client Content and their images, graphics, fonts or other property that is requested by Licensee/Subscriber to be placed either on the web site and/or in the print catalog of the Licensee/Subscriber CourseLeaf product on Licensee/Subscriber behalf.
- 3.8 Leepfrog offers a Developer Partner Program for clients who elect to engage with Leepfrog to build new and additional functionalities to the CourseLeaf Products. This program can be used to manage specifications and customizations outside the scope of Leepfrog's standard Implementation. This program is free of charge and available upon request at Leepfrog's sole discretion. Any improvements, enhancements, customizations or other modifications made to the Leepfrog Technology and the Subscription Services together with any new intellectual property generated under the Developer Partner Program shall be owned by and vest exclusively in Leepfrog upon creation. All Developer Partner Program work is subject to the terms of this Agreement including Section 3.1 above.

4. Delivery.

- 4.1 Delivery of the Documentation shall be in electronic form, together with access to the Documentation. Delivery shall be in the form of electronic files, and, in the case of the Software, shall be by installation on a hosted environment which Licensee/Subscriber may access pursuant to this Agreement between the parties.
- 4.2 Subject to the payment of Fees, Leepfrog will provide certain Services to Licensee/Subscriber as outlined in the respective Exhibits. These Services may include and are not limited to installing the Software on specified systems, integrating with single sign-on (SSO) or LDAP authentication, deployment consultation, software configuration, publishing output, training client staff, and hosting. While Leepfrog typically performs a wide range of customization, the scope and depth of customization is determined by Leepfrog. Should Licensee/Subscriber request additional customizations, provide additional specifications or data, the parties will review and jointly agree on a Statement of Work and additional scope, schedule and cost may apply. All Ongoing/Subscription Support Services provided to Licensee/Subscriber by Leepfrog, are outlined in Exhibit B attached hereto.
- 4.3 During the Term and throughout implementation, Leepfrog utilizes a client-responsive project schedule and as such, agrees, other than as provided in this Agreement, not to make additional charges for delays caused by Licensee/Subscriber in connection with the Services, provided however, any such delay may cause the project schedule to change, including requiring additional time.

5. Modifications.

- 5.1 Error Corrections and Patches. So long as Licensee/Subscriber is current with payment of all Fees and charges to Leepfrog, Leepfrog will provide error corrections, bug fixes, and security patches or other Updates to the Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. See Exhibit B covering Ongoing/Subscription Support Services.
- 5.2 Other Modifications. Licensee/Subscriber acknowledges that Upgrades and Updates are developed by Leepfrog from time to time based upon Leepfrog's initiative and intended for general release in support of the Software as may be provided for Licensee/Subscriber use, as well as other parties. To the extent Licensee/Subscriber requests, from time to time, that Leepfrog



incorporate certain features, enhancements or modifications into the Software, such requests shall be treated as Enhancement Requests and Leepfrog may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Leepfrog's licensees/subscribers.

- 5.3 Title to Modifications. All such error corrections, bug fixes, patches, Updates or other modifications shall be the sole property of Leepfrog.
- 5.4 Services in this section may be modified, including the addition of Services, by separate agreement between the parties in which case a separate Statement of Work shall control.

6. Security and Protected Data.

- 6.1 Leepfrog has and agrees to continue to use industry standard administrative, physical and technical safeguards designed to provide for the security and protection of Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in the control of Leepfrog and in use with the Leepfrog Technology.
- 6.2 All facilities and other resources used by Leepfrog to store and/or process Client Content related to the Services and Software employ industry standard administrative, physical, and technical safeguards, designed to provide for the security of such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Leepfrog's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- 6.3 Leepfrog will use industry standard security tools and technologies such as encryption, anti-malware protections, network and host-based firewalls, vulnerability management and intrusion detection methods in providing the Services under the Agreement.
- 6.4 Licensee/Subscriber has and will maintain reasonably appropriate administrative, technical, security, organizational, physical measures designed to protect the Protected Data held by Licensee/Subscriber and required by Leepfrog to perform the Services, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Leepfrog's sole responsibility will be to store and process such Protected Data consistent with the Data Security and Processing Policy as set forth in Exhibit C. Licensee/Subscriber shall at all times maintain policies to prevent the uploading or other introduction of data containing personally identifiable information from records that may be subject to protected health care information under HIPAA (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) into the CourseLeaf system or other Leepfrog Technology, and such control and safeguards shall be the sole responsibility of the Licensee/Subscriber as between the Licensee/Subscriber and Leepfrog.
- 6.5 Licensee/Subscriber has control over and may limit their specifications and the type of Protected Data to provide to and be used by Leepfrog, and this may limit some of the available CourseLeaf features. The parties hereto acknowledge that Leepfrog does not seek and is not intending to receive such health or financial information in the course of providing the Software and Services hereunder, that Licensee/Subscriber shall not send or transmit such health or financial information to Leepfrog and will indemnify Leepfrog as provided in Section 13 Indemnification below.
- 6.6 Leepfrog's Software and Services may require certain Protected Data, whether from the Licensee/Subscriber student information system (SIS) or otherwise, to personalize the CourseLeaf experience, such as the student's name and contact information, identification number, academic level, classification, instructor, declared programs, course history, etc. Some of the Protected Data may be public information such as Licensee/Subscriber Directory Information (as defined by FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99)). Leepfrog receives Protected Data from Licensee/Subscriber under the school official exemption of FERPA.
- 6.7 Leepfrog uses Amazon Web Services ("AWS") to host CourseLeaf Products and Services under this Agreement. Specifically, for Leepfrog's Canadian clients, Leepfrog utilizes Canadian servers. Amazon represents that AWS is ISO/IEC 27001 certified and compliant. More information about AWS, including their Acceptable Use Policy, can be found at <https://aws.amazon.com/compliance/iso-27001-faqs/>. Licensee/Subscriber acknowledges that it is familiar with AWS's policies with respect to processing data in Licensee/Subscriber home-country and that Leepfrog cannot and will not be held responsible to Licensee/Subscriber or anyone else for Amazon's actions or omissions with respect to Licensee/Subscriber Protected Data.
- 6.8 In the event Licensee/Subscriber is purchasing a CourseLeaf service or module that may utilize Client's Protected Data, specifically the CourseLeaf PATH w/Registration Management Module and related services, Licensee/Subscriber acknowledges that a student may access their own personally identifiable information or other Protected Data via a Licensee/Subscriber managed authentication process through an internet browser running on the student's personal computer or other device and CourseLeaf PATH w/Registration to search classes and plan for registration based on that student's academic history.



- i. CourseLeaf PATH w/Registration operates within the student's browser presenting only that Protected Data which the student has accessed through Licensee/Subscriber security and encryption protocols and does not transmit such data to Leapfrog or Leapfrog third parties.
- ii. Leapfrog warrants CourseLeaf PATH w/Registration, as delivered to the student's workstation or other device, shall not divert, misuse or retransmit Licensee/Subscriber Protected Data to unauthorized recipients or unintended recipients including Leapfrog's employees, agents or subcontractors.
- iii. Subject to Section 6.8(iv), Leapfrog will indemnify and hold harmless Licensee/Subscriber from any liabilities, claims, losses or costs, including reasonable attorney's fees, suffered or incurred by Licensee/Subscriber due to a diversion, misuse, transmission or access of the relevant Protected Data to a third party by and resulting only from a material breach of the warranty in Section 6.8(ii), above, subject in all cases to the provisions and limits regarding indemnification and Leapfrog liability set forth elsewhere in this Agreement including but not limited to Sections 13 and 15 below.
- iv. Because Leapfrog has no control over security measures associated with the student's device, Licensee/Subscriber network environment or Licensee/Subscriber authentication process, Leapfrog shall have no liability for or duty to safeguard any Protected Data including but not limited to personally identifiable information which may be improperly disclosed due to a compromise of such systems.

7. Services.

- 7.1 Subject to the payment of the Fees and other terms and conditions of this Agreement, Leapfrog will provide the Services to Licensee/Subscriber.
- 7.2 Client Responsive Project Schedule. Leapfrog uses a Client Responsive Project Schedule, meaning that Leapfrog can only perform the next segment of work following receipt of any preceding client work, which may be gathering business requirements and documentation to testing and feedback. Licensee/Subscribers has the option to turn in materials and perform actions at a time best suited to their needs and processes, while keeping in mind the effect it brings on the overall timeline of their project development and delivery.
- 7.3 Any requests for additional products or services including customization or other services, whether recommended to Licensee/Subscriber by Leapfrog or requested by Licensee/Subscriber, to facilitate the use of the Leapfrog Technology shall be in the form of an Exhibit, Statement of Work. Licensee/Subscriber must be current with all Fees due under this Agreement prior to Leapfrog providing any additional products or services, whether under separate Exhibit, SOW.
- 7.4 Licensee/Subscriber is aware that Leapfrog will provide Services on a nonexclusive basis. Licensee/Subscriber acknowledges that Leapfrog has customized and/or provided, and will continue to customize and/or provide, its software, technology, and services to other parties for use in connection with a variety of applications, including, without limitation, collaboration, e-commerce, and content management applications. Nothing in this Agreement shall be deemed to limit or restrict Leapfrog from customizing and/or providing its software and technology to other parties for any purpose or in any way affect the rights granted to such other parties so long as providing such services would not lead to a disclosure of Licensee/Subscriber Confidential Information.
- 7.5 Licensee/Subscriber hereby covenants that it shall provide complete, timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leapfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by itself or third parties. Leapfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber. disclaims any responsibility or liability for the accuracy or completeness of information as provided by Licensee/Subscriber, or for the inaccuracy of any representations by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by itself or third parties.

8. Fees.

- 8.1 In consideration for the License and Services provided hereunder, Licensee/Subscriber agrees to pay the Fees in accordance with the payment terms in Exhibit A. In the event that this Agreement is terminated during the Term by Leapfrog for cause, as provided for in Section 12.3, terminated by Licensee/Subscriber during the Initial Term without cause, or terminated by Licensee/Subscriber without ninety days' notice during any Extended Term, all Fees payable through the end of the then current Initial Term or Extended Term shall accelerate and become immediately due and owed to Leapfrog.
- 8.2 All payments to Leapfrog from Licensee/Subscriber shall be made by electronic funds transfer, ACH transfer, check, money order or cashier's check, in U.S. currency (United States dollars/USD), on a U.S. bank, made payable to Leapfrog at Accounting



Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435 or such other location as Leepfrog designates in writing.

- 8.3 Until Licensee/Subscriber provides Leepfrog with a valid tax exemption certificate authorized by the appropriate taxing authority, all payments due shall be made without deduction for taxes, assessments, or other charges of any kind imposed by any government authority with respect to any amounts payable under this Agreement. Licensee/Subscriber shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Leepfrog's net income. When Leepfrog has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee/Subscriber.
- 8.4 Leepfrog will separately invoice Licensee/Subscriber for all other charges and services not set forth on Exhibit A and as agreed in the applicable SOW. If Licensee/Subscriber fails to pay any Fees within thirty (30) days from the due date, late charges of the lesser of one and one-half percent (1½ %) per month or the maximum allowable under applicable law shall also become payable by Licensee/Subscriber to Leepfrog.
- 8.5 Leepfrog may suspend performance of Services, including Subscription Services, if Licensee/Subscriber fails to make payments when due. Before suspending service, Leepfrog will give thirty (30) days written notice to Licensee/Subscriber. If there is a suspension of Services for non-payment of Fees, Leepfrog shall have no liability to Licensee/Subscriber for delay or damage caused because of such suspension of Services.
- 8.6 Where applicable, Licensee/Subscriber shall pay, or promptly reimburse, Leepfrog for any out-of-pocket expenses incurred by Leepfrog in connection with the performance of the Services that are preapproved in writing by Licensee/Subscriber.

9. Licensee/Subscriber Obligations.

- 9.1 During the Term of the Agreement, Licensee/Subscriber agrees to provide technical access, which shall include single sign-on (SSO) and remote; a nonexpiring user account in the SSO; access to Licensee/Subscriber's database environments, data services technical requirements, decision making, workflow and more as required to facilitate Leepfrog's provision of Services and Software in accordance with this Agreement. Should Licensee/Subscriber be unable or elect not to provide timely access and assistance as required for the performance of CourseLeaf, and to the degree it affects Leepfrog's ability to deliver, Leepfrog reserves the right to modify the project schedule, scope and cost accordingly. Where upgrades to existing information systems and infrastructure are needed for the proper functioning of the Leepfrog Technology, such upgrades will be made in a timely manner at Licensee/Subscriber's expense.
- 9.2 Licensee/Subscriber shall provide the necessary personnel, access and information as required to meet its obligations under this Section and all applicable attachments and Exhibits with, at a minimum, a designated site administrator with the skills and experience necessary to perform Licensee/Subscriber's technical obligations. Licensee/Subscriber will designate at least one Licensee/Subscriber employee qualified to address technical support issues.
- 9.3 Licensee/Subscriber shall provide information, documentation and specifications that meet federal, state and local law and meets your institutional accessibility requirements, if any.
- 9.4 Licensee/Subscriber agrees to provide Leepfrog access to their Client Content, servers and other technology Leepfrog may require to develop, configure, implement and maintain the Software for use by Licensee/Subscriber. Licensee/Subscriber agrees to provide complete and timely information and data to meet the requirements of the engagement and furnish the required information and data for the orderly progress of the work. Leepfrog will rely on its accuracy and completeness, and on any representations made by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties. Leepfrog hereby disclaims any responsibility or liability for information provided by Licensee/Subscriber. the accuracy or completeness of the information as provided by Licensee/Subscriber, or for the inaccuracy of any representations by Licensee/Subscriber regarding proper authorizations, legality, and intellectual property rights held by third parties.
- 9.5 In the event Licensee/Subscriber elects to self-host the CourseLeaf product Module, Licensee/Subscriber shall be solely responsible for (a) configuration services including web services, authentication, SSL, or (b) provide Leepfrog administrative access to perform such configurations as may be required to enable and support the Leepfrog Technology. Licensee/Subscriber shall be responsible for preparing one or more RHEL7 or CentOS 7 servers and these servers must have SELinux disabled. Licensee/Subscriber will provide direct (i.e., without VPN) SSH access to all websites on all servers. Licensee/Subscriber is responsible for all ongoing maintenance of Licensee/Subscriber systems.



- 9.6 Client Responsive Project Schedule. Licensee/Subscriber agrees to actively engage in and respond to the Client Responsive Project Schedule for each CourseLeaf implementation, as defined in Section 7.2.
- 9.7 During the Test Environment Period, Licensee/Subscriber agrees to make employees and contractors available to Leepfrog for usability and functionality tests; and provide Leepfrog access to data for Leepfrog's analysis and use in configuring the applications, including two usernames/passwords for testing and two for ongoing/subscription support. The Test Environment is not intended for use in a general production environment. Leepfrog provides no assurance that any specific errors or discrepancies in the Test Environment will be corrected. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule. Notwithstanding any other provision of this Agreement, Licensee/Subscriber acknowledges that the Test Environment is provided to Licensee/Subscriber "as is" and Leepfrog makes no representation or warranty as to its use, reliability or performance.

10. Confidentiality.

- 10.1 The Parties anticipate that under this Agreement it may be necessary for a party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other party (the "Receiving Party"). The Disclosing Party shall identify Confidential Information at the time of disclosure by:
 - (a) Appropriate stamp or markings on the document exchanged; or
 - (b) Written notice, with attached listings of material, copies of documents, or summary of oral disclosures to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
- 10.2 Confidential Information includes all information and data relating to the parties' technology products, services or business.
 - A. Leepfrog hereby acknowledges and agrees that Client Data, including Client Content, inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, Client lists, personnel lists, financial statements and similar information, whether written or oral, that is not publicly known shall be considered Confidential Information.
 - B. Licensee/Subscriber hereby acknowledges and agrees that the Leepfrog Technology, Modules, Software and Documentation, inventions, ideas, intellectual property, patents, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, ideas, expressions, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, client lists, product, trade secrets, trademarks, copyright, personnel lists, financial information, financial statements and similar information, and all other intellectual property, whether written or oral, that is not publicly known constitute and contain valuable proprietary information of Leepfrog and/or its suppliers, embodying substantial creative efforts and Confidential Information from which Leepfrog derives independent economic value and to which the Parties agree to protect.
 - C. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) the other party's Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below.
 - D. For the Term of this Agreement, Client may develop its own training material or documentation solely for its own internal purposes, provided that such training material or documentation is kept in password-protected areas not available to the general public and clearly label such material as Confidential and/or Proprietary in all cases.
- 10.3 The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with the License and Services provided under this Agreement. Distribution of the Software and/or Documentation to other licensee/subscribers or users by Leepfrog, whether under written, oral, or no formal agreement, shall not be deemed to have diminished or obviated the confidential nature of the Software and its Documentation.
- 10.4 Each party agrees that it will use the Confidential Information of the other party only for the purposes of this Agreement and that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release any such information or documents to third parties, with the exception of: (i) its employees or subcontractors who require access to such for purposes of carrying out such party's obligation hereunder; and (ii) persons who are employed as auditors by a public accounting firm or by a federal or state agency.



Further, Licensee/Subscriber agrees it will not divulge, transfer, sell, license, lease or otherwise disclose or release any Leepfrog Technology, Documentation or Software to any party unless such party is i) bound by obligations of confidentiality and ii) such divulge, transfer, sell, license, lease or otherwise disclose or release is not comparable to the use, whether by Licensee/Subscriber or any Licensee/Subscriber agent, as contemplated herein and as provided in this Agreement.

- 10.5 Neither party shall have any obligation under this Section 10 for information of the other party which the receiving party can substantiate with documentary evidence that has been or is: (i) developed by the Receiving party independently and without the benefit of information disclosed hereunder by the Disclosing party; or, (ii) lawfully obtained by the Receiving party from a third party without restriction and without breach of this Agreement; or (iii) publicly available without breach of this Agreement; or, (iv) known to the receiving party prior to its receipt from the Disclosing party; or, (v) ordered by governmental agency or court of competent jurisdiction or required to be disclosed by law, in which case the party receiving the order will, to the extent permitted by law, contact the other party prior to the release of that information pursuant to the subpoena or request.
- 10.6 In the event that a receiving party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information of the disclosing party, the receiving party shall, to the extent permitted by law, immediately notify the disclosing party in writing of the request or requirement and allow that party reasonable time to (i) review the Confidential Information and redact that information the owning party considers Confidential, including information the owning party considers trade secrets and, (ii) dispute the release of information.
- 10.7 Licensee/Subscriber acknowledges that the unauthorized use, transfer or disclosure of the Software, Documentation or copies thereof will (i) substantially diminish the value to Leepfrog of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Leepfrog's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee/Subscriber breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Leepfrog shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 10.8 Leepfrog agrees Leepfrog will not disclose, upload or utilize Licensee/Subscriber Confidential Information or Client Content in any generative AI tools or processes without prior written consent.
- 10.9
- 10.10 The obligations under this Section 10 Confidentiality will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

11. Warranties and Disclaimer.

- 11.1 Each of Leepfrog and Licensee/Subscriber warrant that it has full power and authority to enter into this Agreement.
- 11.2 Leepfrog warrants that Services provided under this Agreement will be performed in a good, professional and workmanlike manner in accordance with industry standards.
- 11.3 Leepfrog further warrants to Licensee/Subscriber that the Leepfrog Technology as delivered and as made available through the Subscription Service to Licensee/Subscriber for production use, shall: (i) perform in accordance with this Agreement and Documentation; (ii) be free from Viruses; (iii) contain no hidden files, (iv) not contain a key, node lock, timeout or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to the Leepfrog Technology; and (v) not damage, alter, or erase any Client Content information without Licensee/Subscriber consent. However, (i) each party shall be permitted to retain copies of the other party's Confidential Information solely for audit, legal or regulatory purposes, and (ii) neither party will be required to search archived electronic back-up files of its computer systems for the other party's Confidential Information in order to purge the other party's Confidential Information from its archived files; provided further, that any Confidential Information retained will remain subject to the obligations and restrictions contained in this Agreement.
- 11.4 Leepfrog warrants that it shall maintain the use of industry standard processes and procedures designed to provide for the deterrence and for the detection, prevention, and correction of unauthorized intrusion, access or use of the Leepfrog Technology, including trojan, ransomware and copy protect mechanisms.
- 11.5 Leepfrog warrants that the Software, when properly used including through the Subscription Service with the Designated Systems, will perform substantially as described in Leepfrog's then current Documentation for such Software. The parties agree the software will continue to improve, and may change over time and such changes shall not materially adversely affect the functioning of the software. Notwithstanding the warranty provisions set forth in this Section, all of Leepfrog's obligations with



respect to such warranties shall be contingent on Licensee/Subscriber use, including use by its Affiliates and their respective officers, directors, trustees, employees and agents, of the Software in accordance with this Agreement and in accordance with Leepfrog's instructions as provided by Leepfrog as such instructions may be amended, supplemented, or modified by Leepfrog from time to time. Leepfrog shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field. NEITHER THE LICENSED SOFTWARE OR THE SERVICES, INCLUDING SUBSCRIPTION SERVICE, ARE DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SYSTEM OR APPLICATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS).

- 11.6 Leepfrog states that it has made all reasonable efforts to avoid infringing on any patent, copyrights, trademarks, trade secret, and other intellectual property rights of third parties, but expressly disclaims any warranty of noninfringement. Although Leepfrog believes that it is the owner or licensee of all right, title and interest in and to all the Software provided, delivered or licensed pursuant to this Agreement, any warranties of noninfringement of third party proprietary rights are hereby expressly disclaimed. Leepfrog represents its belief that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as stated herein. Notwithstanding the foregoing, in the event any Leepfrog products used by Licensee/Subscriber is alleged or found to infringe on the patent, copyright, trademark, trade secret, or other intellectual property rights of others, Licensee/Subscriber sole remedy shall be, in addition to Leepfrog's obligations at Section 13.1, at Leepfrog's sole option and expense, either a) securing rights necessary to continue offering the infringing products or services; b) replacing infringing product with a functionally equivalent noninfringing solution; or c) returning amounts paid by the Licensee/Subscriber for the implementation services provided.
- 11.7 LEEPFROG DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LEEPFROG. LEEPFROG MAKES NO OTHER WARRANTIES RESPECTING THE LEEPFROG TECHNOLOGY, SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LEEPFROG HAS BEEN INFORMED OF SUCH PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO AGENT OF LEEPFROG IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LEEPFROG AS SET FORTH HEREIN. LEEPFROG MAKES NO WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY, REGARDING THE CLIENT DATA, INCLUDING CLIENT CONTENT PROVIDED BY LICENSEE/SUBSCRIBER.
- 11.8 Licensee/Subscriber's sole and exclusive remedy for any breach by Leepfrog of the warranties in this Section 11 for the Leepfrog Technology shall be, at Leepfrog's option, either (a) return of the Fees paid for the portion of the Software or Service included in the Leepfrog Technology that gave rise to the breach of warranty or (b) update, repair or replacement of the relevant portion of the Software and Service included in the Leepfrog Technology that gave rise to the breach of warranty.

12. Term and Termination.

12 Term and Termination.

- 12.1 Term. This Agreement shall initially be in effect for a period starting on the Effective Date and continuing for five (5) years after the Effective Date (the "Initial Term"). After the Initial Term, this Agreement may be extended for successive one (1) year periods (each a "Extended Term") each commencing upon the expiration of the Initial Term and each Extended Term thereafter (the Initial Term and each Extended Term, if any, shall collectively be referred to assignment as "the "Term"). The Parties agree such Extended Terms may be occur in the form of invoice, purchase order and payment.
- 12.2 Termination for Convenience. Licensee/Subscriber may terminate Ongoing Subscription/Support Services only with ninety (90) days prior written notice of the date of the Term renewal or extension. For example, if the current Ongoing Subscription/Support Services Term date is March 1 to February 29 annually, Licensee/Subscriber is required to provide written notice to Leepfrog of its intent not to renew or extend such support by December 1.
- 12.3 Termination for Cause.
- 12.3.1 This Agreement may be terminated within ninety (90) days by the nondefaulting party in the event that (i) the other party materially fails to perform or comply with this Agreement or any provision hereof and fails to cure such default upon sixty (60) days' written notice. (ii) if a party becomes insolvent or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors; (iii) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (iv) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably.



12.3.2 Additionally, this Agreement may be terminated by the nondefaulting party immediately in the event of a material breach of any of the provisions of Sections 2 (License), 3 (Ownership), or 10 (Confidentiality);

12.1 Obligations/Effect of Termination. Upon the termination of this Agreement for any reason:

- i. all license rights to access and use the Leepfrog Technology, Software and Service, including the Subscription Service, granted under this Agreement shall terminate; and,
- ii. In the event this Agreement:
 - A. Is terminated during the Term
 - a) by Leepfrog for cause as provided for in Section 12.3;
 - b) by Licensee/Subscriber during the Initial Term without cause, or;
 - c) by Licensee/Subscriber without notice as provided in Sections 12.2 and Section 12.3, Licensee/Subscriber shall immediately pay to Leepfrog all such amounts due and owing as stated in Exhibit A.
 - B. Is terminated by Licensee/Subscriber for cause, as provided in Section 12.3, Leepfrog agrees to refund a prorated portion of monies based on when the Services and Software were committed and other factors, such as project start, milestones achieved and amount of time in service. Leepfrog will either, in its discretion, credit any amount due from Leepfrog to Licensee/Subscriber to any outstanding Fees of Licensee/Subscriber, or refund such Fees, including any remaining balance thereof to Licensee/Subscriber within thirty (30) days.
- iii. each party shall return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party in a commercially available format that will not require the assistance or intervention of the returning party; and
- iv. Licensee/Subscriber shall cease and desist all use of the Software and Documentation and shall return to Leepfrog all full or partial copies of the Software and Documentation in Licensee/Subscriber possession or under its control.
- v. Leepfrog may agree to continue to provide Ongoing/Subscription Support Services during any transition period provided Licensee/Subscriber pays the standard Fee for such Services.

12.2 Survival. In the event of any termination or expiration of this Agreement for any reason, Section 2 License; Section 3 Ownership; Section 5 Modifications; Section 6 Security and Protected Data; Section 7 Services; Section 8 Fees; Section 10 Confidentiality; Section 11 Warranties and Disclaimers; Section 12 Termination; Section 15 Limitation of Liability; and Section 16 Miscellaneous shall survive termination or expiration of this Agreement. Neither party shall be liable to the other party for damages or equitable remedies of any sort resulting solely from terminating this Agreement in accordance with its terms.

12.3 Remedies. Each party acknowledges that its breach of the confidentiality restrictions contained herein may cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the other party may be legally entitled, such party shall have the right to seek immediately injunctive relief in the event of a breach of Section 10 by the other party or any of its officers, employees, consultants or other agents.

12.4 Termination Due to Non-allocation of Funds. The parties agree the Agreement shall in no way be construed so as to obligate Licensee/Subscriber beyond the term of any particular appropriation of funds by Licensee/Subscriber state legislature, or beyond any federal funds granted to Licensee/Subscriber, as may exist from time to time. Licensee/Subscriber reserves the right to terminate the Agreement with sixty (60) days advance written notice should Licensee/Subscriber state legislature fail, neglect, or refuse to appropriate sufficient funds as may be required for Licensee/Subscriber to continue payments or if federal grant funds are discontinued, provided that Licensee/Subscriber shall not use any Leepfrog Technology or any CourseLeaf Module as a result of such Non-allocation. In the event funds are no longer awarded and are not available to Licensee/Subscriber, and with sixty (60) days advance written notice Licensee/Subscriber may terminate this Agreement and cease the use of all CourseLeaf products subject to Section 12.4.

13. Indemnification.

13.1 Leepfrog will indemnify, defend and hold Licensee/Subscriber, its Affiliates and their respective officers, directors, shareholders, employees and agents harmless from and against all actions, liabilities, claims, losses, and costs, including reasonable attorneys' fees, suffered or incurred by Licensee/Subscriber as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) Leepfrog's material breach of any covenant of Confidentiality in this Agreement;



(e) Leepfrog's violation of applicable Federal or State law; (f) to the extent any action, liability, claim, loss, cost or expense is the direct result of Leepfrog gross negligence or willful misconduct (g) and as provided in Section 6.1(i); in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee/Subscriber breach of this Agreement or results from Licensee/Subscriber misuse, modification, enhancement or combination(s) of the Software and to the extent such action, liability, claim, loss, cost, expense or damage arises from a Licensee/Subscriber Indemnitee's gross negligence or willful misconduct. Leepfrog will provide this Section 13.1 indemnification provided that Licensee/Subscriber gives Leepfrog (x) prompt written notice of the claim; (y) control of the defense or settlement of the claim; and, (z) full cooperation, at Leepfrog's expense, in the defense or settlement of the claim. Licensee/Subscriber may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in this Section 13.1 shall terminate upon the expiration or termination of this Agreement.

13.2 In any case where Leepfrog is not provided (x), (y) and (z) as in Section 13.1, Leepfrog will indemnify only those costs, including reasonable attorneys' fees, suffered or incurred by Licensee/Subscriber as a result of claims by third parties that (a) any Leepfrog Technology infringes any third party patent, copyright, trademark or any other third party intellectual property right; (b) any claim that the Leepfrog Branding infringes any third party trademark; (c) Leepfrog's material breach of any covenant of Confidentiality in this Agreement; (e) Leepfrog's violation of applicable Federal or State law; (f) to the extent any action, liability, claim, loss, cost or expense is the direct result of Leepfrog gross negligence or willful misconduct (g) and as provided in Section 6.1(i); in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. All of Leepfrog's indemnification obligations under this Agreement are void if the claim arises as a result of Licensee/Subscriber breach of this Agreement or results from Licensee/Subscriber misuse, modification, enhancement or combination(s) of the Software and to the extent such action, liability, claim, loss, cost, expense or damage arises from a Licensee/Subscriber Indemnitee's gross negligence or willful misconduct. The indemnification obligation set forth in this Section 13.2 shall terminate upon the expiration or termination of this Agreement

13.3 Licensee/Subscriber, its trustees, officers, administrators, employees, agents, representatives, successors and assigns, and each of them will indemnify, defend and hold Leepfrog, its affiliates, officers, directors, employees and agents, if any harmless from and against all actions, liabilities, claims, losses, costs and expenses including reasonable attorneys' fees arising from: (i) any claim that any Client Content infringes any third party copyright, trademark or any other third party intellectual property right, or that such Client Content or other information is illegal or disclosed without proper authority or otherwise breaches Section 2.2 above, or any claim arising from a breach by Licensee/Subscriber of its obligations with respect to Protected Data under Section 6 and with respect to its obligations in Section 9 above; (ii) or related to any service provided by Licensee/Subscriber through the applications, or representations, claims or statements including but not limited to Client Content and all Client Data; or liability arising on account of Licensee/Subscriber modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee/Subscriber. Such obligation applies to all claims, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise, and provided that the claim does not arise as a result of Leepfrog's material breach of this Agreement. Leepfrog shall give Licensee/Subscriber prompt written notice of the claim. Leepfrog agrees to provide Licensee/Subscriber or its insurance carrier control of the defense or settlement of the claim, and reasonably cooperate in the defense or settlement of the claim. Even if Licensee/Subscriber insurance carrier covers the claim, Leepfrog may participate in the defense of the claim, at its own expense, with counsel of its own choosing. The indemnification obligation set forth in Section 13.2 shall terminate upon the expiration or termination of this Agreement.

14. Insurance.

14.1 Beginning on the Effective Date, Leepfrog shall, at its sole cost and expense, procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, and \$1,000,000 umbrella excess liability, statutory workers compensation; cyber and liability insurance in a minimum amount of \$6,000,000 and shall maintain such commercial general liability insurance during the Term of this Agreement.

15. Limitation of Liability.



15.1 LICENSEE/SUBSCRIBER AGREES THAT IN NO EVENT WILL THE TOTAL LIABILITY OF LEEPFROG AND ITS LICENSORS, SUBCONTRACTORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT LEEPFROG HAS ACTUALLY RECEIVED FROM LICENSEE/SUBSCRIBER UNDER THIS SSA OVER THE PREVIOUS TWELVE MONTHS. FURTHERMORE, LICENSEE/SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LEEPFROG IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LEEPFROG OF THE RISK OF LICENSEE/SUBSCRIBER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE/SUBSCRIBER'S USE OF THE LEEPFROG TECHNOLOGY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEEPFROG AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE TO LICENSEE/SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE OR OTHER TORT, AND WHETHER OR NOT LEEPFROG WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15.2 LEEPFROG SHALL NOT BE LIABLE FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY LICENSEE/SUBSCRIBER OR ANY OTHER PARTY IN CONNECTION WITH THE USE OF THE TEST ENVIRONMENT(S).

16. Miscellaneous.

16.1 Understanding; Applicable Law. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by it. Each party acknowledges that such party has not been induced to enter into such agreements by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference. The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined in accordance with United States law, expressly by the laws of the State of Iowa, without regard to conflict of law principles.

16.2 Notice. Any notice required for or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given: by personal delivery, when delivered personally; or, by overnight or international courier upon written verification of receipt; or, by fax transmission report or by certified or registered mail, return receipt requested, upon verification of receipt. All notices must be sent to the addresses first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section. All notices to LEEPFROG shall be sent to Lee Brintle, President & CEO, 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241.

16.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

16.4 Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

16.5 Force Majeure. Neither party shall be liable to the other or their agents for damages or otherwise failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party; provided, however, that the affected party has not intentionally or negligently caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s). If Licensee/Subscriber does not pay the applicable Fees for the use LEEPFROG Technology, specifically CourseLeaf Modules, Licensee/Subscriber shall not use such CourseLeaf Modules in whole or in part during any such Force Majeure.

16.6 Waiver. The failure of either party to require performance by the other party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

16.7 Precedence. In the event of a conflict between the terms of this Agreement and any Exhibit attached hereto, or any subsequent Statement of Work, unless and only to the extent expressly stated otherwise in the Exhibit, Statement or Work, the inconsistency



or conflict will be resolved by giving precedence as follows: i) the terms of this Agreement; ii) the terms specified in the applicable Statement of Work, iii) the terms of the Exhibits; and iv) any other referenced terms.

- 16.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 16.9 Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.
- 16.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile copies of signatures on this Agreement shall have the same effect as original signatures.
- 16.11 Entire Contract. This Agreement, Exhibits, Statements of Work hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement shall govern, any other prior agreements (past SSAs) or collateral agreements with respect to the subject matter hereof, including without limitation any terms or conditions Licensee/Subscriber or CourseLeaf Administrators accept during download, use or installation of Software. For the duration of this Agreement, this Agreement supersedes the terms on or referenced by any purchase orders Licensee/Subscriber may provide and such additional terms contained in or referenced by a Licensee/Subscriber purchase order are not binding on Leepfrog without an express written acknowledgement of agreement to such terms executed by a duly authorized officer of Leepfrog.
- 16.12 Disputes. Any dispute, claim, differences or questions arising in relation to this Agreement or the breach thereof shall be referred in the first instance to the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer of Licensee/Subscriber, or their designated representative, who shall meet together and attempt to settle the dispute between themselves (acting in good faith). If the President & CEO of Leepfrog, or their designated representative, and the Chief Administrative/Finance Officer, or their designated representative, of Licensee/Subscriber fail to resolve the Dispute within six (6) months, either party may escalate the dispute to mediation.
- 16.13 Compliance with Laws. Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement, including data and privacy laws.
- 16.14 EEO/AA. Leepfrog does not discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status. Leepfrog's utilizes EEO policies in their advertising, application procedures, compensation, employment, benefits, job assignment, job classification, leave, promotion, training, and working conditions, etc.

17. Group Purchase ("Piggyback") Provision.

- 17.1 In the event Licensee/Subscriber is an agency or political subdivision of the sovereign State (or Commonwealth) in which it is located, or is a member of a higher education purchasing cooperative, Leepfrog hereby offers to other institutions of higher education within the same state system or purchasing cooperative as Licensee/Subscriber (each an "Affiliate Institution") the opportunity to establish an institution-specific license with Leepfrog under substantially similar terms and conditions as this Agreement. Affiliate Institution licenses shall be priced using the same formula as this Agreement but adjusted according to the size of and scope of services requested by the Affiliate Institution. Leepfrog may also adjust the term period of an Affiliate Institution's license as well as operational provisions specific to the needs of the Affiliate Institution, including delivery, installation, services, and invoicing processes. Affiliate Institutions may license the CourseLeaf suite of products and Licensee/Subscriber shall confirm, in writing, each Affiliate Institution eligible for the benefits described in this section.

18. Accessibility.

- 18.1 Leepfrog warrants the Leepfrog Technology, in its default public facing form, conforms to the W3C Web Content Accessibility Guidelines, version 2.2 ("WCAG 2.2") at conformance levels A and AA or will be modified to be compliant. Because Leepfrog does not require Client Data, including Client Content or specifications as submitted by Licensee/Subscriber to be accessibility compliant as a condition to this Agreement and because Leepfrog develops each client module based expressly on Client Content and Licensee/Subscriber submitted specifications, the resultant CourseLeaf product may not be WCAG compliant. Licensee/Subscriber sole remedy will be to allow Leepfrog to modify specifications to be compliant on a Statement of Work which



may require additional scope, schedule and cost. Leepfrog is not a credentialing organization for WCAG or any other accessibility organization.

By their signatures below, both parties affirm that they are authorized by their respective entities to bind that entity, and are in fact binding that entity under this contract.

PRAIRIE VIEW A&M UNIVERSITY

By: Robert Hall

Name: Robert Hall

Title: Director, Procurement and Contract Admin

Date Signed: 9/3/2026 | 2:27 PM CDT

LEEPFROG TECHNOLOGIES, INC.

By: Greg Soare

Name: Greg Soare

Title: Vice President, Higher Education Accounts

Date Signed: 9/2/2026 | 1:53 PM PDT

EXHIBITS

- Exhibit A - Fees
- Exhibit B - Ongoing/Subscription Support Services
- Exhibit C - CourseLeaf Data Security and Processing Policy



EXHIBIT A - FEES

In addition to having the option to purchase additional Services and Software, Leepfrog will provide the Ongoing Subscription/Support Services[†] for the existing Modules as below.

CourseLeaf CAT at \$17,611.06, Annual Term: Jul 30-Jul 29 (Open Invoice for 7/30/2026 - 7/29/2027)

CourseLeaf CIM at \$5,352.64, Annual Term: Aug 1-Jul 31 (Open Invoice for 8/1/2026 - 7/31/2027)

*CourseLeaf CIM includes courses and programs. If you plan to use CourseLeaf CIM for any other purposes (e.g. course evaluations, or policy management, etc.), notify your Leepfrog Sales Account Executive as additional data, implementation time and cost may be required. If you plan to implement CIM Courses separately from CIM Programs, notify your Leepfrog Sales Account Executive as additional schedule, scope and cost may apply.

**In cases of dual purchase of CourseLeaf CAT and CourseLeaf CLSS, Licensee/Subscriber will be provided with a single instance of Focus Search, which Licensee/Subscriber may elect, at no additional cost, as either CourseLeaf CAT Focus Search (with course level data only) or CourseLeaf CLSS Focus Search (with section level data only).

*** Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.

Payment Schedule and Instructions

- A. Licensee/Subscriber agrees to pay the Fees listed in Exhibit A. All fees are due within 60 days of Leepfrog invoice.
- B. In those cases where Licensee/Subscriber has implemented more than one CourseLeaf module, Leepfrog may invoice the Ongoing Subscription/Support Fees of the second module on a prorated basis so that the annual support dates sync with the existing term of the first module.
- C. [†]All Ongoing Subscription/Support Fees shall increase on an annual basis by 3% commencing on the second (2nd) invoice of such Ongoing Subscription/Support Services Invoice (the first invoice being included with the One Time Implementation Fee).
- D. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work or Work Order.

All amounts payable hereunder by Licensee/Subscriber shall be payable in U.S. currency (United States Dollars/USD) without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com; 319-337-3877, Fax 888-437-7435.

If Licensee/Subscriber is tax exempt, Licensee/Subscriber shall provide a copy of the appropriate tax exemption certification to Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleep@leepfrog.com

All other costs or services, including additional products or services, customization or personalization or other services, shall be in the form of an Exhibit, Statement of Work and will be invoiced in accordance with the Agreement.



EXHIBIT B – ONGOING/SUBSCRIPTION SUPPORT SERVICES

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee/Subscriber is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing/Subscription Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee/Subscriber agrees to the following responsibilities:

- Designate point of contact for Licensee/Subscriber's End User support;
- Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee/Subscriber authors, editors and system administrator;
- Adhere to all related policies, processes and procedures;
- Report problems, questions and concerns using the reporting procedure;
- Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee/Subscriber response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.
- Retain records and documentation of campus decisions and rationale concerning CourseLeaf implementation and functionality.
- Transfer knowledge concerning decisions and rationale to new Licensee/Subscriber points of contact.

1. Hours of CLHelp Support Services

Support Hours

CLHelp is available via phone, email and chat 24 hours a day every day.

2. How to report Issue and Establish CLHelpTicket

Licensee/Subscriber may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	CLHelp@CourseLeaf.com CLHelp@Leepfrog.com
Support Portal	https://helpspot.courseleaf.com/ , Use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877
Help Chat	Located on the CourseLeaf console (/courseleaf), click the Chat Icon in the lower right corner. (Must be logged in an authenticated into CourseLeaf site prior to accessing.)

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.



4. Product	Identify CourseLeaf product affected / impacted (CourseLeaf CAT, CourseLeaf CIM, CourseLeaf CLSS, CourseLeaf SYL or CourseLeaf PATH w/Registration Management).
5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.
11. Your Requested Due Date	Identify the Date / Time you request or require resolution to a reported Issue. Leepfrog will take every reasonable step and work with Clients to meet this Date/ Time, requested which in some cases may require the re-ordering of other open Issues.

4. How to check the status of an Issue

Navigate to the CourseLeaf Console (/courseleaf) in your NEXT site and click Helpspot Dashboard. All tickets opened for the Licensee/Subscriber will be listed with their ticket number, category, and status. Click the ticket number to review all communication between Leepfrog and the Licensee/Subscriber concerning the ticket. Alternatively, click the "Check on your request" link in the email response to view all communication.

By visiting <https://helpspot.courseleaf.com/index.php> and clicking "Check on a Request", Licensee/Subscriber can enter their access key and view the history of any Issue reported. The HelpSpot Dashboard contains a historical view of Licensee/Subscriber's reported Issues, including Category of Issue and Status of reported Issue.

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee/Subscriber requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee/Subscriber and are cross-trained to so all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensee/Subscribers are encouraged to reference this HelpSpot ticket number throughout the life of the Issue.

CourseLeaf Request Update

[View Request History](#)

Thank you for contacting CourseLeaf. Your request has been received and is being reviewed by our support team. Please note the information below as it will allow you to track the progress of your request online.

[Check your request online](#) | Access Key XXXXXXXXXX

5. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the Issue. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.



As part of Ongoing/Subscription Support Services, Leepfrog will provide Licensee/Subscriber with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software, to the extent available, in accordance with Leepfrog's release schedule during the Term. Licensee/Subscriber will have up to 365 days from date of Leepfrog's change to accept Leepfrog's error corrections, bug fixes, Minor Modification, security patches and other Updates as provided in Ongoing/Subscription Support. During this 365 day period and starting with Leepfrog's notification of such error corrections, bug fixes, Minor Modification, security patches and other Updates, Licensee/Subscriber will have up to thirty (30) consecutive days in which to review all applicable error corrections, bug fixes, Minor Modification, security patches and other Updates in a test environment prior to adopting same.

Licensee/Subscriber will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee/Subscriber utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee/Subscriber, discuss and jointly develop a plan with Licensee/Subscriber prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee/Subscriber which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades of New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing/Subscription Support Services may change from time to time without notice.

CLHelp Ticket Prioritization						
	S1	S2	S3	S4	S5	S6
	Public Defect	Next Defect	Licensee/Subscriber Requirement	Repair	Roadmap Enhancement	Client-Specific Enhancement
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is requested. See section below for more information.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of CourseLeaf Administrators Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal Business Hours	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days



Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee/Subscriber	Will be determined in joint discussion with Licensee/Subscriber	Will be determined by Leapfrog	Will be determined by Leapfrog in consultation with Licensee/Subscriber
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Leapfrog is not responsible for correcting any errors in the Leapfrog Technology, Documentation or Software not attributable to Leapfrog including those errors that cannot be viewed, recreated and/or reproduced. Leapfrog is not required to provide any Leapfrog Technology, Documentation or Software maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software or services on equipment other than the equipment for which the software was designed and licensed, unless such changes, including changes to equipment, are approved in writing by Leapfrog.
- Any alterations or additions to the software or services by parties other than Leapfrog, unless such alterations or additions are approved in writing by Leapfrog.
- Use of the software or services in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.
- Accident, negligence or misuse of software or services.
- Interconnection of the software or services with other software products not supplied or approved in writing by Leapfrog, including during times of transition by Licensee/Subscriber to a new or different service provider.

6. Classification of S3 Licensee Subscriber Requirement Ticket

Upon report of a Licensee/Subscriber requirement change request, Leapfrog will review the information reported and will classify based on the information below. Support assessment and scheduling availability is required.

Clarification of Issue Reported			
	Classification Description	Support Response	May Require Additional Scope, Schedule and Cost
Configuration	The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leapfrog's Development Team.	CLHelp will make changes as requested and communicate date change may be reviewed.	None.
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	CLHelp will coordinate with Leapfrog's Development Team and other Leapfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leapfrog project team due to complexity, scope and the possibility of multiple iterations in development.	CLHelp will involve Leapfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.

All change requests, urgent or otherwise, must be prioritized by Licensee/Subscriber and scheduled by Leapfrog. Some changes may be more pressing than others. Software that is functioning but is not meeting internal processes or infrastructure needs of the Licensee/Subscriber may be prioritized over software change requests for enhancement of current module. Leapfrog will look to and rely on Licensees/Subscriber



to determine prioritization. Based on Licensee/Subscriber prioritization, it may be necessary for Leepfrog to delay enhancements in order to resolve more urgent change requests.

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee/Subscriber branding changes. This service is available upon written request once each year on a limited basis. Functioning HTML, CSS and JavaScript must be provided and meet existing functionality. Comprehensive changes and updates are available as part of Leepfrog's Impact Services which may, in whole or in part, require a SOW and may include additional scope, schedule and cost. CLHelp will work with you to determine which refresh options best fit Licensee/Subscriber needs.

8. CourseLeaf Professional Services

Leepfrog's Professional Consulting Services are available to provide student-user-impact to your CourseLeaf products. This may result in specification changes and major modifications to CourseLeaf functionality. This work will require a SOW and may include additional scope, schedule and cost.

9. Software Updates

A) General Information

- Leepfrog provides an Update to CourseLeaf software annually which is delivered at the time the CourseLeaf CAT (catalog) is advanced to the next catalog edition for editing. CourseLeaf Updates may include Updates to module transfer packages and bridges which are vital to the function of CourseLeaf.
- For Clients who do not have CourseLeaf CAT, the Update is delivered annually at a time determined by the Licensee/Subscriber. Licensee/Subscriber is required to accept an Update of software annually.
- Leepfrog recommends that all Updates occur in a test environment prior to release in a production environment. Upon request, Leepfrog will deliver the Update to a test environment, enabling Licensee/Subscriber review and test prior to production release.
- Clients are often required to schedule updating other systems internally. Licensee/Subscriber will coordinate with their other internal departments and have resources available for Update at the same time as the CourseLeaf CAT advance, or will provide another annual window for Updating CourseLeaf software. Leepfrog recommends Clients add CourseLeaf to their release management process and contact Leepfrog upon changes to their SIS configuration, environments, network or security protocols. Changes to your SIS may adversely affect the operation of CourseLeaf. Leepfrog offers Professional Services to assist Clients with their data migration where Client has elected to purchase new or different Student Information System (SIS). These Professional Services are available on a Statement of Work (SOW) and additional scope, schedule and cost may apply and is outside the scope of Leepfrog's Implementation. Contact your Account Executive for more information.
- Release notes outlining new features and bug fixes for CourseLeaf software may be found by clicking the Help tool in CourseLeaf. Release notes for software installed in other systems may be found at <https://swdist.courseleaf.com>
- At Leepfrog's discretion, software may also be updated in order to provide resolution to a software defect at a time other than the CourseLeaf CAT advance.

B) The standard process for updating CourseLeaf will occur as follows. Note: Depending on each Client's unique specifications, there may be modifications to the standard process. Check CLHelp if you have any questions.

1. Licensee/Subscriber requests an advance of their CAT module;
2. Leepfrog's CLHelp
 - a. creates a patch to update all CourseLeaf modules and,
 - b. informs Licensee/Subscriber of updates to Transfer Package/Bridge, as required;
3. Licensee/Subscriber visits <https://swdist.courseleaf.com> and downloads and installs code in a non-production testing environment. Licensee/Subscriber provides access URLs as necessary to CLHelp;



4. CLHelp applies Update patch to CourseLeaf test environment;
5. Licensee/Subscriber tests both CourseLeaf software and the interaction with other systems;
6. Licensee/Subscriber
 - a. informs CLHelp that testing is complete,
 - b. coordinates mutually agreed time for move of Update to production environment; and,
 - c. promotes or advances the Update to production environment.

10. CourseLeaf PATH w/Registration Management Registration Event

A registration event is the timeframe in which the Client allows its student users to register for courses for the upcoming term. Because this activity revolves around the student users, preparation within Leapfrog and CourseLeaf is required. CourseLeaf PATH w/Registration Management registration events require Leapfrog personnel coordinate in real time with Client.

At least thirty (30) days prior to any registration event, Client must inform CLHelp in writing of the following. Upon receipt of the written notice above, CLHelp will schedule the registration event.

1. Number of registration events in a 12-month period;
2. Dates and times of each registration event to include specific reference to time zone of registration event;
3. Anticipated number of registrants meaning number of students planned to participate in the event;
4. Identify any special circumstances and concerns, such as short time frame, close events, high volume, etc. Leapfrog may include additional resources based on concerns identified;
5. If Client wants to have a scheduled conference call/meeting with CLHelp prior to the registration event, identify and include at least two (2) proposed dates and times. CLHelp uses Go To Meeting or Google Meet and will be happy to set up and send invitations for the planned call. If you require or prefer any other method, Client agreed to establish invite.

11. User Acceptance Testing (UAT)

Leapfrog provides a Test Environment that can be synced with Client's production site. The Test Environment site is provided so Licensee/Subscriber can test the CourseLeaf software and any configuration or software change prior to moving those changes to Client's production environment. As part of Leapfrog's Client Responsive Project Schedule, Licensee/Subscriber is required to test thoroughly by using the software in the Test Environment as they expect to use in Production. Client's active participation and time for testing, particularly in those cases of new features or software enhancements, is required. This User Acceptance Testing (UAT) is a vital process step in measuring the software's adherence to Licensee/Subscriber agreed upon Specifications. UAT Testing occurs within thirty (30) days of receiving Leapfrog's changes and updates.

12. Leapfrog User Community (luc.courseleaf.com)

Leapfrog offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices, processes and other management tools of the CourseLeaf Modules.

Contact lftraining@leapfrog.com for any training, LilyPad and User Community questions.

13. Training

- CourseLeaf Trainers are available to provide Annual Refresher Training, LilyPad University, and additional Licensee/Subscriber's specialized training.
- Onsite training may be limited and as mutually agreed between the parties. Additional specialized training will require a SOW and may include additional scope, schedule and cost.
- LilyPad University is a live webinar training supporting the use of CourseLeaf Products that is open to all CourseLeaf clients. A list of available training can be found on the Licensee/Subscriber Help Site.
- Annual Refresher Training is available for Licensee/Subscribers who require additional support following a software update or addition of new staff.
- These webinars clarify the change and provide answers to frequently asked questions.
- Up to one (1) hour of customized online webinar training annually per Licensee/Subscriber is included free of charge.

14. CourseLeaf Client Success



Leepfrog provides customer outreach and advocacy to assist Licensee/Subscriber in maximizing the value of CourseLeaf within their organization. The Client Success Manager works to reinforce product and process knowledge, updates and best practices. The Client Success Manager conducts phone and webinar consultations on a rotational basis and is available upon Licensee/Subscriber request.

15. Leepfrog Annual Users Conference (LUC)

Each year Leepfrog holds a user's conference. The Leepfrog User Conference is an exciting and engaging experience where our clients can:

- Meet their Leepfrog experts
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional)
- Participate in additional and unique training opportunities
- Engage with peers who are using the various CourseLeaf Modules
- Hear about ways to enhance use of the CourseLeaf Modules
- Learn about new and upcoming features and products.

16. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing/Subscription Support Services, may be available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee/Subscriber's Issue and request and will forward this information to the appropriate Leepfrog resource who will develop a SOW for Licensee/Subscriber review and signature.

17. Backups

For those clients hosted by AWS, data backups are made every 24 hours on a nightly basis. For those client's hosted by Leepfrog's Iowa City, IA, Leepfrog Data Center, data backups are made every 24 hours on a nightly basis and are kept at an offsite location. Backups are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

18. System Availability

Leepfrog strives for the goal of 100% availability. Leepfrog achieves this level of compliance through redundant services and the proactive monitoring. With the exception of force majeure or as otherwise provided in this Agreement, Leepfrog guarantees minimum availability of 99.5%. Availability will be calculated monthly using the following formula: actual minutes of availability during the month divided by total minutes of availability during the month x 100 will equal the percent of availability. Should the monthly availability fall below the agreed to 99.5% for any month, Leepfrog will credit Licensee/Subscriber the equivalent of one day of the Ongoing/Subscription Support Fee for each occurrence, up to 30 days credit for any one year.

19. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the Issue and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee/Subscriber agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

20. CourseLeaf Hosting

All new Clients will be hosted by Amazon Web Services (AWS). CourseLeaf legacy client's may be hosted by Leepfrog at their Iowa City, IA, Leepfrog Data Center. If Licensee/Subscriber plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply. All International Client will be hosted utilizing AWS in Client's home country.

21. Licensee/Subscriber On-Premise (Self Hosting)



Upon Licensee/Subscriber request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting. Leepfrog On-Premise requirements are available upon request.

In those cases where Licensee/Subscriber elects to self On Premise host, License is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

22. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.

As part of preparedness and risk mitigation, Leepfrog performs a trial simulation of a disaster twice a year. All Client Data, including Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leepfrog advises and Licensee/Subscriber understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee/Subscriber agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee/Subscriber as a result of causes beyond Leepfrog's control.

In those cases where Licensee/Subscriber elects to self On Premise host, License is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

23. Suspension of Services

Leepfrog may suspend use by Licensee/Subscriber to the Services, in whole or in part, only for one of the following reasons:

- a. If Leepfrog reasonably believes that Licensee/Subscriber's use of the Services represents a direct or indirect threat to Leepfrog's network operation or integrity or any third-party's use of the Services;
- b. If Leepfrog reasonably believes Licensee/Subscriber has violated the license grant or confidentiality provisions;
- c. If reasonably necessary to prevent unauthorized access to Licensee/Subscriber Data;
- d. If Licensee/Subscriber's undisputed accounts are more than 90 days past due; or
- e. To the extent necessary to comply with legal requirements.

If Leepfrog suspends the access of Licensee/Subscriber to any Services, Leepfrog will:

- a. Promptly provide Licensee/Subscriber with notice of such suspension and the reason for such suspension;
- b. Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

24. Data Security, Integrity and Notification Process

Leepfrog uses and will continue to use industry standard administrative, physical and technical safeguards designed to provide for the security of Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in control of Leepfrog and in use with the Leepfrog Technology.

All facilities and other resources used by Leepfrog to store and/or process Client Content related to the Services and Software employ reasonable industry standard administrative, physical, and technical safeguards, designed to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Leepfrog's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.



Leepfrog uses and will continue to use reasonable industry standard security tools and technologies such as encryption, anti-malware protections, network and host-based firewalls, vulnerability management and intrusion detection methods in providing the Services under the Agreement. Leepfrog will update its tools and technologies during the course of the Agreement as industry standards change.

Leepfrog provides annual training to its employees who perform work under the Agreement as to how to protect Client Content consistent with the provisions of the Agreement.

As part of Leepfrog standard employment process, Leepfrog conducts a standard background check which includes a seven (7) year felony and misdemeanor criminal records of federal, state, and local courts.

Leepfrog will provide access to Client Content only to Leepfrog employees with a need to know and Leepfrog shall maintain all responsibility for such access.

Leepfrog will notify Licensee/Subscriber of any breach or unauthorized use of Client Content within Leepfrog Technology as Leepfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such breach or unauthorized use, including mitigation efforts and will take prompt action aimed at preventing subsequent occurrences.

As part of Leepfrog's process, Leepfrog agrees that if it discovers or is notified of a breach or potential breach, compromise, intrusion, or vulnerability in the Leepfrog Technology (each a "Security Incident") that impacts or reasonably may impact Licensee/Subscriber Client Content, Leepfrog will:

- (1) notify Licensee/Subscriber of such breach or potential breach as soon as reasonably possible;
- (2) investigate and remediate such breach or potential breach at least to the extent required by law and provide Licensee/Subscriber with information about the Security Incident,
- (3) take corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future;
- (4) Leepfrog will reasonably cooperate to assist Licensee/Subscriber as Licensee/Subscriber works to: (a) identify individuals potentially affected by the breach and (b) provide any notifications required by applicable law.
- (5) Leepfrog will be responsible for applicable direct damages, and as required by state statute or federal law or GDPR, associated with a Security Incident to the degree attributable directly and solely to the grossly negligent or willful actions of Leepfrog. which costs shall may include, but not be limited to, the mailing of legally required notices, providing credit monitoring, and governmental/regulatory fines and penalties that may be due and owing.

Leepfrog's notice of and/or response to any notice of breach, including alleged or potential breach, does not indicate or include any assumption of risk or liability on behalf of Leepfrog.

25. Security Audits

Leepfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.



EXHIBIT C – DATA SECURITY AND PROCESSING POLICY

This Data Security and Processing Policy is attached to and part of the CourseLeaf Service and Software Agreement (SSA). Leepfrog complies with all relevant data privacy and security laws, including its storing and handling of student records and processing of personal data. In this regard, Leepfrog has worked with legal counsel so that Leepfrog is and remains compliant with how it handles student data under United States and International laws, including the United States Family Educational Rights and Privacy Act (“FERPA”) and the Canadian provincial Freedom of Information and Protection of Privacy Act (“FIPPA”) as consistent with the European Union General Data Protection Regulation (“GDPR”).

1. Scope of Policy

- 1.1 In consideration of Licensee/Subscriber making available Personal Data to Leepfrog, Leepfrog agrees to store, handle, and process the Personal Data in accordance with the terms and conditions of this Policy.
- 1.2 Subject to clause 1.3, the Parties acknowledge and agree that: (i) for the purposes of this Policy and as between them, the Licensee/Subscriber shall be regarded as a controller of Personal Data and Leepfrog shall be regarded as a processor of Personal Data; and (ii) Licensee/Subscriber will comply with its obligations as a controller under the Data Protection Laws and Leepfrog will comply with its obligations as a processor under this Policy.
- 1.3 If Licensee/Subscriber is also a processor, Licensee/Subscriber warrants to Leepfrog that Licensee/Subscriber’s instructions and actions with respect to Personal Data, including its appointment of Leepfrog as another processor or sub-processor, have been authorized by the relevant controller.
- 1.4 Licensee/Subscriber instructs Leepfrog and Leepfrog agrees to store, handle, and process the Personal Data in order to supply services as set out in the Services and Software Agreement.

2. Confidentiality of Storing, Handling, and Processing Personal Data

- 2.1 Leepfrog shall ensure that all persons it authorizes to handle or process Personal Data are subject to a duty of confidentiality and process Personal Data only as set out in this Policy. Leepfrog agrees to hold Personal Data in strict confidence. Leepfrog shall not use or disclose Personal Data received from or on behalf of Licensee/Subscriber (or its students) except as permitted or required by the Policy, as required by law, or as otherwise authorized in writing by Licensee/Subscriber. Leepfrog agrees not to use Personal Data for any purpose other than the purpose for which the disclosure was made.

3. Rights of Students, Individuals, and Data Subjects

- 3.1 Leepfrog shall provide reasonable assistance to Licensee/Subscriber (at Licensee/Subscriber’s expense) to enable Licensee/Subscriber to respond to: (a) any request relating to Personal Data from a data subject or individual to exercise any of its rights under the Data Protection Laws that apply to such data subject or individual; (b) any other correspondence, enquiry or complaint received from a data subject, individual, or regulator in connection with the storing, handling, or processing of Personal Data by Leepfrog.
- 3.2 If any such request, correspondence, enquiry or complaint is made directly to Leepfrog, Leepfrog will advise the person making the request to submit their request to Licensee/Subscriber and Licensee/Subscriber will be responsible for responding to any such request.
- 3.3 Leepfrog shall not disclose any Personal Data in response to a request for access or disclosure from any third party without Licensee/Subscriber’s prior written consent, except where compelled to do so in accordance with applicable law or as otherwise allowed under this Policy or the Services and Software Agreement.

4. Data Protection Impact Assessments



- 4.1 If requested by Licensee/Subscriber, Leepfrog shall provide Licensee/Subscriber, at Licensee/Subscriber's expense, with reasonable assistance in order for Licensee/Subscriber to (i) conduct a data protection impact assessment and, (ii) if necessary and applicable, consult with its relevant data protection authority.

5. Notification of Information to the Data Protection Authorities

- 5.1 If applicable, Licensee/Subscriber will provide Leepfrog with the name and contact details of the Licensee/Subscriber's local representative and/or data protection officer and will ensure that such information is kept accurate and up to date. Where requested by the regulatory authorities and required under the Data Protection Law, Leepfrog is entitled to provide this information to them.

6. Security and Technical Program

- 6.1 Leepfrog has and agrees to continue to use reasonable industry standard administrative, physical and technical safeguards designed to secure Personal Data from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in the control of Leepfrog and in use with the Leepfrog Technology.
- 6.2 Leepfrog shall notify Licensee/Subscriber of any Security Incident that it becomes aware of without undue delay. All such notifications should be made in accordance with the notice provisions set out in the Policy or at Leepfrog's discretion by a phone call or email to the primary point of contact at the Licensee/Subscriber that Leepfrog is in regular contact with or such person identified in the Services and Software Agreement.
- 6.3 Leepfrog shall take reasonable steps to remedy or mitigate the effects of Security Incidents.
- 6.4 Leepfrog shall cooperate with the Licensee/Subscriber and provide the Licensee/Subscriber with reasonable assistance and information: (a) in the investigation of a Security Incident; and (b) in relation to any notifications of a Security Incident Licensee/Subscriber makes to the relevant authority or regulator.
- 6.5 All costs associated with managing a Security Incident and fulfilling its obligations shall be borne by Licensee/Subscriber where the Security Incident occurs as a result of Licensee/Subscriber failing to perform its obligations under this Policy or the Services and Software Agreement.
- 6.6 Licensee/Subscriber is solely responsible for its compliance with any incident notification laws in relation to Personal Data and fulfilling any third party notification obligations related to Security Incidents.
- 6.7 Leepfrog's notification of or response to a Security Incident under this Security and Technical Program Section will not be construed as an acknowledgement by Licensee/Subscriber of any fault or liability with regard to that Security Incident.

7. Sub-Processors

- 7.1 Leepfrog shall not provide access to or disclose any of the Personal Data to a subcontractor or other third party without Licensee/Subscriber's prior authorization. Notwithstanding the foregoing, Licensee/Subscriber hereby generally authorizes Leepfrog to engage third parties to process Personal Data provided that Leepfrog imposes data protection terms to an equivalent standard as provided for under this Policy.

8. Termination

- 8.1 Licensee/Subscriber instructs Leepfrog to retain the Personal Data for a reasonable period after termination or expiry of the Services and Software Agreement in order to support any subsequent auditing or data recovery that may be required by Licensee/Subscriber. Thereafter, Leepfrog shall destroy Personal Data in its possession or control. This obligation (to destroy data) shall not apply to the extent that Leepfrog is required by its internal policies or by any law(s) of the United States, European Union, or any European Union Member State or other applicable law or by any post-termination contractual commitments to retain some or all of the Personal Data. The provisions of this Policy shall continue to apply to any Personal Data retained by Leepfrog notwithstanding termination or expiry of the Services and Software Agreement.



9. Use of De-Identified Data

- 9.1 Licensee/Subscriber agrees that during and after the expiry of the Services and Software Agreement, Leepfrog may use and disclose for benchmarking, educational research, developing and improving products and services or for any other related purposes Personal Data from which features directly identifying any individual have been removed. Such de-identified data is not considered Personal Data.

10. Audit Rights

- 10.1 If requested by Licensee/Subscriber, and no more than once annually, Leepfrog will make available the Audit Report to Licensee/Subscriber to enable Licensee/Subscriber to verify Leepfrog's compliance with its obligations in relation to the processing of Personal Data. Licensee/Subscriber acknowledges that provision of the Audit Report by Leepfrog shall satisfy the audit requirements set out in Article 28(3)(h) of the GDPR.

11. Effect of Policy

- 11.1 As of the Effective Date, this Policy will supplement the data protection provisions in the Services and Software Agreement and will be incorporated into each Services and Software Agreement. For clarity, if Licensee/Subscriber has entered more than one services agreement, this Policy will amend each of the Services and Software Agreements separately.

12. Definitions

"Audit Report" means a report certified by Leepfrog's Chief Executive Officer identifying the technical and security measures that apply in relation to the products or services in question.

"Personal Data" means, student data/records, personally identifiable information of a student, or personal data processed by Leepfrog as a processor or sub-processor for and on behalf of Licensee/Subscriber;

"Data Protection Laws" means the laws relevant to the storing and handling of student records or personally identifiable information of a particular individual or processing of personal data of a data subject under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of encrypted Personal Data; and

"Controller", "data subject", "personal data", "processor" and "processing" all have the meaning given under the Data Protection Laws.

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the CourseLeaf Service and Software Agreement (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and LeepFrog Technologies, a Iowa corporation, (“PROVIDER”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Data Privacy. PROVIDER shall hold PVAMU’s data in confidence. PROVIDER shall only use or disclose PVAMU’s data for the purpose of fulfilling PROVIDER’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. PROVIDER shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the PVAMU’s data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. PROVIDER’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by PVAMU.

PROVIDER must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. PROVIDER shall provide PVAMU with at least ten (10) days’ written notice of PROVIDER’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be

amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to PVAMU. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

No Impediments. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at

any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Office of Academic Affairs
P.O. Box 519 MS 1023
Prairie View, Texas 77446
Attention: Elouise Wilson
Telephone: 936-261-2175
Email: elwilson@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

PROVIDER:

LeapFrog Technologies
2451 Oakdale Blvd Suite 100
Coralville, IA 52241
Attention: Jamie Bagan
Telephone: 319-337-3877
Email: jbgan@courseleaf.com

Organization. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon PVAMU's request, PROVIDER shall promptly deliver to PVAMU (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse PVAMU for all advance payments paid by PVAMU to PROVIDER that were

(i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from PROVIDER prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Access by Individuals with Disabilities. PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, PVAMU may immediately terminate this Agreement, and PROVIDER will refund to PVAMU all amounts paid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU's data (the "Security

Controls”). Upon written request by PVAMU, PROVIDER shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

Cloud Computing Services. As of the Effective Date, PROVIDER certifies that it complies with the then-current requirements of TX-RAMP. Pursuant to Section 2063.408, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide PVAMU with evidence of its TX-RAMP compliance and certification within thirty (30) days of PVAMU’s request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any renewal term, PVAMU may immediately terminate this Agreement, and PROVIDER will provide a refund to PVAMU of any prepaid fees.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of this Agreement.

Cybersecurity Training Program. Pursuant to Section 2063.104, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to PVAMU’s computer system and/or database must complete a cybersecurity training program certified under Section 2063.104, Texas Government Code, and selected by PVAMU. The cybersecurity training program must be completed by PROVIDER employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to PVAMU within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for PVAMU to terminate this Agreement for cause.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine PROVIDER’s claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU’s sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that PROVIDER is providing goods to PVAMU under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

FERPA. If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), PVAMU hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or PVAMU in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

VetHUB Subcontracting Plan. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to PVAMU and make a good faith effort to submit a subcontracting plan, pursuant to the Veteran Heroes United In Business Program (HUB or VetHUB) as required under Section 20.285 of the Texas Administrative Code.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

Loss of Funding. Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to PROVIDER and PVAMU may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. PROVIDER acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254

with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibited Software, Applications, and Developers. PROVIDER certifies that it is not: (a) an entity listed on the Higher Education Research Security Council's list of prohibited software/applications/developers at <https://www.highered.texas.gov/prohibited-software-applications-developers/> (the "HERSC List"), or a subsidiary or affiliate of such an entity, or (b) providing, under this Agreement, software that is either on or provided by an entity on the HERSC List. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and PROVIDER will refund to PVAMU all amounts prepaid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Prompt Payment. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. PROVIDER acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU's written request, and at no cost to PVAMU, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. PROVIDER acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor's Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

LEEPFROG TECHNOLOGIES

Robert Hall
Signature

Robert Hall
Name

Director, Procurement and Contract Admin
Title

9/3/2026 | 2:27 PM CDT
Date

Greg Soare
Signature

Greg Soare
Name

Vice President
Title

9/2/2026 | 1:53 PM PDT
Date