EXHIBIT A
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("***Exhibit A***"), including any Addendums incorporated herein and any Proposal(s) incorporating this Exhibit A, (collectively, "***Agreement***") is entered into between Education Modified, Inc. (or "***EdMod***") and the client identified on the applicable Proposal ("***Client***" and its derivatives) (each a "***Party***", and collectively the "***Parties***"), and shall be effective as the date EdMod executes the applicable Proposal (the "***Effective Date***").

1.   Nature of the Services

1.   **Provision Generally**. Education Modified, Inc. ("***EdMod***") is the developer of a proprietary software product, including related hosting, support and other services, designed to enable educators to track, communicate, and share disability-specific information for education purposes (collectively, the "***Services***"). Subject to any restrictions herein or as set forth in a Proposal, executed by the Parties that incorporates this Exhibit A, EdMod hereby grants to Client a limited, non-exclusive, non-transferable right for Client's Users to access and use the Services, solely for Client's internal business purposes during the Term. All rights not expressly granted to Client are reserved by EdMod (and its licensors or other providers). There are no implied rights granted to Client. A "***User***" means an employee or independent contractor of Client.

2.   **Updates and Implementation**. The terms of the Agreement will apply to any changes, updates, or upgrades to the Services subsequently made available by EdMod to Client. EdMod, in its sole discretion, may update the functionality, user interfaces, usability, and Documentation from time to time in its sole discretion as part of its ongoing mission to maintain and improve the Services. EdMod shall provide reasonable assistance with the set-up, onboarding, and implementation process with respect to the Services ("***Implementation Services***"). Outside of the Implementation Services, Client is responsible, at its expense, for obtaining its own Internet access, and any required hardware, software, or other technology.

2.   Use of the Services

1.   **General**. Client shall (and shall cause each User to): (a) cooperate with EdMod in matters relating to the Services; and (b) provide accurate materials or information, approvals, or authorizations to EdMod for the provision of Services.

2.   **Restrictions**. Client will not (and will not permit any User) (a) make the Services available to any third-party other than Users, (b) resell, lease, distribute, or transfer the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) use or access the Services in any way that threatens the integrity, performance, or availability of the Services or any data therein, (f) attempt to gain unauthorized access to the Services or the data stored or processed therein, other than authorized Client Data, (g) decompile, disassemble, or reverse engineer the Services, in whole or in part, or (h) use or reference the Services or Documentation to develop (or have developed) a competing service or product. EdMod may restrict or prohibit access to any User if EdMod

reasonably suspects a breach of this Agreement or an adverse impact on other clients. Client is also bound by any further restrictions set forth in a Proposal. As used herein, "***Documentation***" means EdMod's standard user guides and manuals relating to the Services, as updated and amended from time to time.

3. **Payments**

1. **Fees and Expenses**. In consideration of the provision of the Services hereunder, Client shall pay EdMod the fees and expenses ("***Fees***"), as described in a ***Proposal***. EdMod may reasonably increase the Fees each year after the Initial Term, by providing Client written notice thereof at least thirty (30) days before the start of such Renewal Term, unless otherwise provided in the Proposal. The Fees for the Initial Term are due upon execution of the Proposal. Thereafter, Fees are payable within thirty (30) days of receipt of an invoice. As used herein, "***Proposal***" means EdMod's standard proposal form executed by both Parties or an order in another form that is executed by both Parties and incorporates this Exhibit A.

2. **Taxes**. All amounts due under any Proposal are non-cancellable, non-refundable, and exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with the Agreement, the Services, and Users' access to and use of the Services. Client shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on EdMod's U.S. income), which may be invoiced by EdMod from time-to-time. However, if Client is tax exempt, Client will provide EdMod documentation of its tax exempt status and no taxes will apply to the extent of Client's tax exempt status.

3. **Payment Method**. Client shall make all payments hereunder using the payment method set forth in the Proposal, without set off, withholding, or deduction of any kind.

4. **Late Payments**. Client shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse EdMod for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Client hereunder.

4. **Proprietary Information**

1. **EdMod Technology**. Client agrees that as between EdMod and Client, all right, title, and interest in and to the Services (except for Client Data) and EdMod Technology (including any related patent, copyright, trademark, trade secret, intellectual property or other ownership rights) are and will remain the sole and exclusive property of EdMod (or its licensors). Any derivative works, modifications, or enhancements relating to the Services or EdMod Technology, or comments, ideas, or other feedback Client provides to EdMod relating to the Services or EdMod Technology will be solely and exclusively owned by EdMod, except for Client Data. As used herein, "***EdMod Technology***" means all of EdMod's proprietary technology (including software, Documentation, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by EdMod in providing the Services.

2.   **Client Data**. EdMod agrees that as between Client and EdMod, Client shall retain all of its right, title and interest in and to the Client Data, and the Agreement in no way conveys to EdMod right, title or interest in the Client Data except the limited right to use the Client Data to perform its obligations and to exercise its rights in accordance with the terms and conditions herein.

5.   **Term; Termination**

1.   **Term**. The term of the Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period set forth in the Proposal (the "***Initial Term***"); provided that the term shall thereafter automatically renew for successive periods (each, a "***Renewal Term***"), unless either Party provides the other Party at least thirty (30) days' advance written notice of its desire not to renew prior to the end of the then-current Term. For clarity, this Exhibit A shall continue to apply so long as a Proposal remains in effect. The Initial Term and any Renewal Terms may be collectively and individually referred to as the "***Term***" herein.

2.   **Termination**. Either Party may terminate any or all applicable Proposals by written notice thereof to the other Party, if the other Party materially breaches this Exhibit A and does not cure such breach within thirty (30) days after written notice thereof. EdMod may also terminate any or all applicable Proposals, or suspend or terminate Client's access to the Services, at any time in its sole discretion, with or without notice, if (a) Client is past due on any invoiced fees and fails to cure within ten (10) days' notice, or (b) EdMod has a good faith belief that any Users' access or use of the Services violates any law or regulation or is disrupting other clients' access to or use of the Services.

3.   **Post Termination Obligations**. Upon the termination or expiration of all active Proposals and subject to payment of all amounts then due and owing: (a) EdMod will transfer a copy of Client Data in EdMod's possession or control to Client within thirty (30) days following any termination or expiration (or otherwise upon Client's reasonable request); EdMod is not obligated to store any Client Data for more than thirty (30) days following the termination or expiration of the Term; EdMod will delete any Client Data in its control or possession thereafter, but may retain copies for archival purposes; and (b) Client will (i) discontinue all access and use of the Services, and (ii) remain liable for all payments due to EdMod with respect to the period ending on the date of termination (including any fees and expenses that had not been invoiced prior to termination). Sections 2.2, 3, 4.1, 5.3, 6, 7, 8, 9, 10 and other sections necessary to give effect to the intent of this Agreement will survive any termination or expiration of this Agreement.

6.   **Representations and Warranties; Disclaimer of Warranties**

1.   **Client Warranties**. Client represents and warrants that: (a) Client owns all rights in and to Client Data or, with respect to any of Client Data not owned by Client, Client has the authority to input and upload Client Data to the Services, and grant the rights provided under the Agreement; (b) Client Data shall not violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; (c) Client Data will not include software viruses, bugs, malware, spyware, or other harmful programs; and (d) Client will obtain all

statutory required consents from data subjects (i.e. students, parents/guardians of students, employees, contractors, agents, affiliates) prior to uploading Client Data to the Services belonging to such data subject; for clarity, Client warrants it will obtain any necessary parental consent prior to uploading Client Data to the Services belonging or relating to a child under the age of thirteen (13) years old.

2. **EdMod Limited Warranty**. EdMod warrants that it will provide the Services in a competent manner. EdMod does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. EdMod makes no warranty regarding features or services provided by any third parties. EdMod retains the right to modify the Services, including the EdMod Technology, in its sole discretion; provided that doing so does not have a material adverse impact on the Services hereunder.

3. **Disclaimer**. THE SERVICES ARE PROVIDED "AS IS" AND EDMOD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT.

7. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SERVICES, IMPLEMENTATION SERVICES, EDMOD TECHNOLOGY, DOCUMENTATION, OR OTHERWISE, BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, INCLUDING ALL PROPOSALS WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO EDMOD DURING THE PRIOR TWELVE (12) MONTHS FROM THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO INDEMNIFICATION OBLIGATIONS IN SECTION 8, UNAUTHORIZED USE OR DISCLOSURE OF EDMOD TECHNOLOGY, OR AMOUNTS, FEES, AND EXPENSES DUE AND PAYABLE TO EDMOD UNDER THE AGREEMENT, INCLUDING ANY PROPOSAL. IF ANY SERVICES ARE PROVIDED ON OR FOR AN EVALUATION BASIS, THEN CLIENT'S SOLE REMEDY IN CONNECTION THEREWITH WILL BE TERMINATION OF THE EVALUATION PERIOD.

8. Indemnification

1. **By EdMod**. EdMod will defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third-party claim that any use of, or access to, the Services or EdMod Technology, as expressly authorized under the Agreement, infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets, provided that EdMod will have no indemnification obligation under the Agreement, to the extent that the alleged infringement or misappropriation arises from

(a) the combination, operation, or use of the EdMod Technology with Client Data or products, services, deliverables, materials, technologies, business methods or processes not furnished by EdMod; (b) modifications which were not made by EdMod; (c) Client's or a User's breach of the Agreement or use of the EdMod Technology other than in accordance with the Agreement (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that EdMod believes that such a claim is likely, EdMod may, at its option modify the EdMod Technology so that it becomes non-infringing, substitute functionally similar services, platforms, deliverables, or documentation, obtain a license to the applicable third-party intellectual property, or terminate the applicable Proposal(s) on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section will constitute EdMod's entire liability and Client's sole remedy for any infringement or misappropriation.

2. **By Client**. Client will indemnify, defend, and hold harmless EdMod from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third party claim resulting from the IP Exclusions, Client's use of the EdMod Technology, or Client Data (e.g., if Client lacks adequate rights in or to Client Data or such Client Data is libelous, defamatory, or infringing), except to the extent the claim is subject to Section 8.1 or EdMod's breach of its express obligations under the Agreement. Client will not settle any third-party claim, unless EdMod provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of EdMod, EdMod may participate in such defense at its own expense by counsel of its choice.

9. **Confidential Information**

1. **Definition**. "**Confidential Information**" means information that is disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that: (a) is or becomes generally known to the public through no fault of, or breach of the Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of the Agreement, including any Proposal(s), and EdMod Technology shall be deemed Confidential Information of EdMod, and (ii) the Client Data shall be deemed Confidential Information of Client, in either of case (i) or (ii), regardless of whether or not they are labeled or identified, or would reasonably be considered confidential.

2. **Use and Disclosure of Confidential Information**. The Receiving Party shall not use the Confidential Information except as necessary to exercise its rights or perform its obligations under the Agreement, and shall not disclose the Confidential Information to any third party, except to those of its employees, subcontractors, partners, and advisors that need to know such Confidential Information for the purposes of the Agreement, provided that each such employee, subcontractor, partner, and advisor is subject to

confidentiality obligations that are at least as protective of the Confidential Information as those set forth herein. The Receiving Party will use at least the efforts such Party ordinarily uses with respect to its own confidential information of similar nature and importance to maintain the confidentiality of all Confidential Information in its possession or control, but in no event less than reasonable efforts. The foregoing obligations will not restrict the Receiving Party from disclosing any Confidential Information required by applicable law; provided that, the Receiving Party must use reasonable efforts to give the Disclosing Party advance notice thereof (i.e., so as to afford Disclosing Party an opportunity to intervene and seek an order or other relief for protecting its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law.

10. Miscellaneous

1. **Hosting Providers**. Client acknowledges that the Services are hosted by third-party hosting providers (the "***Hosting Providers***"). EdMod may change its Hosting Providers at any time. Client's use of the Services is subject to any applicable restrictions or requirements imposed by the Hosting Providers. Notwithstanding any other provision of the Agreement, EdMod shall not be liable for any problems, failures, defects or errors with the Services to the extent caused by the Hosting Providers. Client acknowledges that the fees payable for the Services reflect the fact that EdMod is not responsible for the acts and omissions of the Hosting Providers.

2. **Statistical Data**. EdMod may analyze Client Data, and data or other content or information of other clients, to create aggregated or anonymized statistics or data that do not identify Client or any individual, and EdMod may during and after the Term use and disclose such statistics or data in its discretion, subject to applicable laws and regulations.

3. **Publicity**. EdMod may use Client's name and logo on client lists published on EdMod's website and in marketing materials. EdMod may announce the relationship hereunder in a press release provided that EdMod obtains Client's prior approval of the wording of the release (not unreasonably withheld).

4. **Assignment**. Neither Party may assign the Agreement or assign any of its rights, without the prior written consent of the other Party; provided, however, that either Party may assign its rights under the Agreement without the consent of the other Party in the event of a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets. Any purported assignment or delegation in violation of this paragraph is null and void. The Agreement will bind and inure to the benefit of each Party's successor and permitted assigns.

5. **Force Majeure**. Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations under the Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of either Party.

6. **Relationship**. The relationship between the Parties under the Agreement is that of independent contractors and not partners, joint venturers or agents.

7. **Waiver**. No waiver by EdMod of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by EdMod. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

8. **Governing Law**. The laws of the State of Massachusetts will govern the Agreement and any dispute arising hereunder without giving effect to the choice of law provisions thereof.

9. **Entire Agreement**. The Agreement contains the entire understanding of the Parties relating to the subject matter of the Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. The Agreement may only be amended in a writing signed by duly authorized representatives of the Parties.

10. **Severability**. If any provision, or part thereof, of the Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from the Agreement. The validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

11. **Notices**. All communications to Client will be sent to the address of Client in EdMod's records, and, if to EdMod, at the EdMod's principal place of business, or at such other address or electronic mail address as any party may designate by ten days advance written notice to the other party pursuant to the terms of this Section.

12. **Counterparts**. The Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will be deemed to be one and the same agreement. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.