



Customer Name:			
Street Address	City	State	Zip
Mailing/Billing Address (If different from above)	City	State	Zip
Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide tax exemption form upon completion.	Billing Contact Email:		Billing Contact Phone:

This Master Services Agreement (“Agreement”) is made and entered into on the date first signed below by and between PeopleAdmin, Inc. (“Company”) a Delaware corporation, and Customer (as identified above) (“Customer”). Company offers access to its system which assists Customer in automating certain human resources administrative tasks (the “System”). The PeopleAdmin Systems is offered as a software as a service (SaaS) which is centrally hosted by Company and accessed by the Customer remotely via the web.

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the following meanings:
  - (i) **Affiliate:** With respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.
  - (ii) **Agreement:** The MSA, together with any Order Form and/or Statement of Work.
  - (iii) **Company:** Company as used herein means PeopleAdmin, Inc., a Delaware corporation or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled “Affiliates”.
  - (iv) **Company Intellectual Property:** All rights in, or a license to any intellectual property owned by the Company or its licensors, including but not limited to, new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and trade secret law provided, conceived, discovered, or developed, in whole or in part, by Company in the performance of the Services or embodied in the System.
  - (v) **Confidential Information:** means any proprietary or confidential information that at the time of disclosure is marked as “proprietary” or “confidential,” is reasonably identifiable as the disclosing party’s proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer’s job applicant information, personnel data, and hiring criteria, Customer’s and Company’s forms, Company’s software used to provide the System, and the terms of the Agreement. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.
  - (vi) **Customer:** The Person identified above or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled “Affiliates”.
  - (vii) **EPI:** Educators Professional Inventory which consists of a pair of a set of screening and hiring instruments that use thousands of data points, collected over time, to help school, district, and institution leaders identify teacher educators, administrators and support staff candidates.
  - (viii) **Person.** Any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or governmental entity.
  
2. **Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support (Support Services) and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any attached Statement of Work (“SOW”). SaaS Services and Professional Services are referred to herein as the “Services”. Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in any attached Order Forms and additional Exhibits or SOWs as the parties may agree to from time to time.
  
3. **SAAS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company’s production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer-provided browser. The Service will be hosted on a server that is maintained by Company or its designated third-party supplier or data center.

4. **Affiliates.** Affiliates of either party may execute an Order Form and/or enter into a SOW under this Agreement. The contracting Affiliate assumes the rights, privileges, protections and responsibilities of the original contracting party under this Agreement with respect to the applicable SOW. The contracting Affiliate, and not the original contracting party, will be solely liable for its obligations (including payment) and liability of any name or nature under the Order Form or SOW. A party will assert any claim arising out of or related to the Order Form or SOW (including, but not limited to, execution, inducement to enter into, performance, non-performance, or breach) only against the contracting Affiliate.
5. **Term and Termination.** This Agreement shall be effective for the period of time indicated on the applicable Order Form ("Initial Term") and shall automatically renew for successive twelve (12) month terms ("Renewal Terms") at the fee then in effect for the option selected by the Customer plus the associated standard uplift percentage(%), unless terminated as set forth herein. The Effective Date for the Initial Term is upon Company's notification to Customer of software delivery for the SaaS Subscription set forth on the Order Form. Either party may terminate this Agreement, for any reason, with at least forty five (45) days' prior written notice to the other party, with such termination to be effective at the end of the then-current term. We may suspend or terminate your accounts or cease providing you with all or part of the Software at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Software is no longer commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Software, except that the following Sections shall continue to apply: Billing & Payment, Taxes, No Liability for Customer Procedures, Warranty & Disclaimer, Confidential Information, Company Intellectual Property, Rights Granted, General Provisions. Nothing in this Section shall affect Company's rights to change, limit, or stop the provision of the Software without prior notice, as provided above. In the event your account is suspended or terminated, Customer will still be responsible for any outstanding payment.
  - a. Termination for Cause. Except as otherwise provided herein, either party may terminate this Agreement immediately for any breach that has not been cured within thirty (30) days following receipt of notice from the non-breaching party.
  - b. Termination for Funding. Customer may terminate this Agreement, without penalty, in the event that previously allocated funds for the Services or similar products become unavailable, provided, however, that Customer provides thirty (30) days' prior written notice.
6. **Billing and Payment.** Unless otherwise agreed, fees are due to Company no later than thirty (30) days following the date of execution of the Order Form. Interest accrues on past due balances at the lesser of a one and a half percent (1½%) per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon ten (10) days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future Software or functionality not otherwise set forth in the Agreement. Company will submit an invoice for the subsequent term's Service Fee, plus the applicable annual fee increase, to Customer at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. If an undisputed amount owed by Customer for the Initial Term, or any subsequent Renewal Terms becomes more than sixty (60) days past due, Customer's access to the Company System may be interrupted until payment is received.
7. **Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on Company's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send Company a copy of its tax-exempt certificate upon execution of this Agreement. Customer agrees to indemnify Company from any liability or expense incurred by Company as a result of Customer's failure or delay in paying taxes due.
8. **Authorized Users.** Software provided on a profile count basis. Customer agrees to license the initial number of profiles described in the Order Form (the "Minimum Commitment"). Customer is entitled to increase or decrease the number of profiles on an as-needed basis provided, however, the Customer shall maintain the minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment.
9. **Non-binding Terms.** Any terms and conditions included in a Customer Purchase Order, shall be deemed to be solely for the convenience of the Customer, and no such term or condition shall be binding upon the parties.
10. **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Company computer equipment or program. If Company has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Company may suspend the Services immediately with or without notice to Customer. Company may terminate the Agreement immediately following written notice to the Customer if Customer fails to adhere to the foregoing acceptable use standards. You are responsible for Content that you post to the Software, and any consequences thereof. The Content you submit, offer, contribute, attach, post, or display may be viewed by other users of the Software. All Content is the sole responsibility of the person who originated such Content. Any use or reliance on any Content or materials posted via the Software or obtained by you through the Software is at your own risk. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the SaaS Services, including but not limited to any computers, workstations, and internet service. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services.
11. **Restrictions and Service Suspension for EPI.** To the extent Customer subscribes to EPI, Customer may only use the EPI strictly in accordance with applicable employment laws, data privacy and security laws, the supporting materials provided by Company ("User Materials"), and any other restrictions and requirements set forth herein. Customer acknowledges that while the EPI and the reports generated for Customer ("Customer Reports") may be used as a factor in Customer's hiring decisions, it is not designed to be nor shall it be utilized as the substantial or sole factor in such hiring decisions, but rather, it shall be used in conjunction with other selection processes, including candidate interviews. Furthermore, Customer acknowledges and agrees that the EPI and the Customer Reports are only designed to be used to provide information in connection with the hiring of new educators and is not designed and shall not be used for evaluating existing Customer employees for

employee performance evaluations, or for any other purpose relating to existing Customer employees. Company reserves the right at any time with notice to Customer to suspend access to the EPI by Customer, candidates, or authorized users to the extent that Company reasonably believes such party or person is accessing or using the EPI in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Company be required to monitor or supervise the use of the EPI by Customer, candidates or authorized users and compliance with the terms of this Agreement by each of Customer, candidates and authorized users shall at all times be and remain Customer's responsibility.

12. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, Company reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data. Software may be used as a factor in Customer's hiring decisions, but are not designed to be nor shall they be utilized as the substantial or sole factor in such hiring decisions, but rather, they shall be used in conjunction with other selection processes, including candidate interviews. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.
13. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the applicable SOW or Order Form. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED, OR ON ANY WEBSITE LINKED TO IT. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES. TO THE EXTENT THEY ARE HELD TO BE INVALID, THE APPLICABLE DISCALIMER SHALL NOT APPLY AND ALL OTHER TERMS AND SHALL REMAIN IN FORCE
14. **Limitation of Liability.** IN NO EVENT WILL COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SOFTWARE, ANY SOFTWARE LINKED TO IT, ANY CONTENT ON THE SOFTWARE OR SUCH OTHER SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR SUCH OTHER SOFTWARE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. EXCEPT FOR INDEMNITY OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO COMPANY BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. COMPANY WILL NOT BE RESPONSIBLE FOR 1) MODIFICATION OF THE PRODUCTS OR SERVICES BY ANY PARTY OTHER THAN COMPANY; (2) THE COMBINATION, OPERATION, OR USE OF THE PRODUCT OR SERVICES WITH OTHER PRODUCTS, DATA OR SERVICES MAY BE INFRINGING UPON ANOTHER PRODUCT; OR 3) UNAUTHORIZED OR IMPROPER USE OF THE PRODUCTS OR SERVICES
15. **Confidential Information.** Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the

Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

- a. Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

16. **Customer Responsibility.** Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications. Customer is not permitted to resell the Services. Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with Company. Customer and Users are solely responsible for providing workstations and computers that have reliable internet access at their own expense. Customer understands the software's purpose is for employee management only therefore any addition of any information as defined under The Federal Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is strictly at your own risk.

17. **Customer Responsibilities for EPI.** To the extent Customer subscribes to EPI, Customer will: (a) remain responsible for all obligations under this Agreement arising in connection with its authorized users' use of the Services and web portals associated therewith, including compliance with all data privacy and security laws; (b) remain responsible for all obligations under this Agreement arising in connection with the candidates' use of said portal, including compliance with all employment laws; and (c) be liable for any act or omission by any of its authorized users or candidates, which if performed or omitted by Customer, would be a breach of this Agreement; and any such act or omission of any authorized user will be deemed to be a breach of this Agreement by Customer. Customer acknowledges that use of the EPI may be enhanced through integration of the EPI and all portals with Customer's existing information technology systems. Customer will be solely responsible (a) for all activities, costs and expenses associated with such integration, in consultation with Company in the set-up, integration and activation of the EPI and all portals for Customer; and (b) to provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary for authorized users to access and use the EPI and all portals and for the candidates to access and use the portals with respect to candidates. If, as a result of such integration, sign-on to any portal is through a system other than EPI, then the Customer shall ensure that access to and the security of such system meets the requirements. At Customer's election and as an additional service for additional agreed-upon fees, Company will be responsible for completing the integration in cooperation with Customer. Customer is responsible for the security of the computer systems of Customer and its authorized users and the security of the access to and connection with the EPI by Customer, its authorized users and the candidates. Customer is responsible for obtaining all authorizations, consents, releases, and permissions necessary or desirable to store the candidate data in the EPI, to use the EPI to process and store candidate data and to receive the reports and any other Services to be provided by Company. Customer and its authorized users will not submit any candidate data or use the Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations, including any data privacy and security laws, or any judicial or administrative orders. When transmitting candidate data and receiving the reports, Customer and its authorized users shall use transmission methods that conform to Company's specifications and requirements and materials provided by Company. Customer shall be responsible for acquiring at its own expense all equipment needed for such transmission, and shall bear all costs associated with the method of transmission used. Customer will not take any action, and will prohibit its authorized users from taking any action, that: (a) interferes or attempts to interfere with the proper working of the EPI or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the EPI; or (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the EPI or features that prevent or restrict use, access to, or copying of any candidate data or Company's data, or enforce limitations on use of the EPI, candidate data, or the data of Company. Further, Customer will take reasonable actions and precautions to prevent the introduction and proliferation of codes, programs, sub-programs, devices or methods commonly referred to as "malicious codes," into Company's environment and the EPI. Customer shall be solely responsible for ensuring that its use of the Services, candidate data and any and all reports and the hiring of individuals based in part on the Services, candidate data and such reports complies with all applicable employment laws. Customer shall be responsible for ensuring that each candidate who participates in the EPI and provides requested data, answers or information, does so voluntarily and of their own free will, and that each candidate understands and agrees that any information or assessment may be used or disclosed by Customer or a contractor of Customer to evaluate the individual for a teaching position or to evaluate, improve or enhance the Customer's hiring and employment practices. Customer agrees to promptly notify Company of its hiring decision with respect to each candidate. Customer shall defend and hold harmless Company from and against any claim asserted by a candidate or other third party based on Customer's screening and hiring practices, compliance with employment laws, or misuse of the Services.

- a. Customer is interested in research. As such, Customer agrees to enter into an authentic partnership with Company. This partnership includes allowing Company to conduct research with existing teachers and district personnel to improve the EPI and to potentially create new tools for other roles. It also includes providing student data tied to the teachers who participate. Customer agrees to encourage existing personnel to participate. This encouragement is provided by district leaders, principals, district partners and others who have access to personnel and access to email lists and other forms of contact information will be provided. This research not only improves the tool overall, but further customizes the tool to the local context. Additionally, Customer agrees to allow Company to reach out to and focus group with users to improve usability.

18. **Rights Granted.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, personal, non-transferable right to access the Services during the Term of this Agreement solely for internal use. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of Company System or Intellectual Property or otherwise use the Services for any purpose other than as specifically provided in this Agreement, (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the System in whole or in part, for competitive purposes or otherwise, (iii) allow access to, provide, divulge or make available the System to any user other than those who have licenses to access; (iv)

- write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the System or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the Company System, other than those specified in this Agreement. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that Company does not reveal Customer's job applicant information, personnel data, or hiring criteria.
19. **Public Disclosure.** Customer grants to Company the right to publicly disclose the fact that Customer is using Company for Company's advertising and other promotional purposes. Any other publicity shall require the mutual consent of the parties.
20. **Intellectual Property Rights.** Some Software and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) ("Content"), are owned by Company, its licensors or other providers of such material and are protected by United States copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All Content is provided "AS-IS" and "AS-AVAILABLE". You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on from our Software, except as follows: (i) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials and (ii) You may store files that are automatically cached by your Web browser for display enhancement purposes. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Software in breach of the Agreement, your right to use the Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Software or any Content is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Software not expressly permitted by this Agreement is a breach of these Terms, and may violate copyright, trademark and other laws.
21. **Customer Data.** All identified data is owned by Customer and is to be strictly held as confidential. Company will delete and destroy all copies of identified data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion, which may result in additional charges. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Company. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company. Customer agrees that Company has permission to maintain and use any de-identified data as listed in this Agreement.
22. **Candidate Data for EPI.** To the extent Customer subscribes to EPI, Customer hereby authorizes Company to obtain and maintain any and all data and information with respect to candidates ("Candidate Data"). Customer agrees that it will provide any teacher performance data (see Exhibit A attached to order form) in accordance with the submission schedule set forth in Exhibit A. Customer also authorizes Company to obtain such performance data, if available, from entities that perform assessment for Customer, and will execute such documents or take such further actions to effectuate this authorization. Customer will continue to submit and permit Company to obtain such performance data through and including the date which is three (3) years after the date on which this Agreement expires or terminates, provided that Company may only use such data for the review, evaluation, and improvement of the EPI. Furthermore, Customer understands and agrees that it may be required to provide to Company, in limited instances certain data relating to teacher qualifications in order to minimize duplicative information requests of the candidates through web-based portal facilities. Customer shall protect all of such data from loss by maintaining back-ups of all such data and routinely updating such back-ups. Company shall not be liable for any losses or damages resulting from the loss or corruption of any such data. Furthermore, Company makes no representations concerning, and shall not be liable for, the accuracy, completeness, authenticity, validity, or utility of any data supplied by Customer, candidates or authorized users or any incorrect Customer Reports resulting from such inaccurate or incomplete data. Any verification of data shall be the sole and absolute responsibility of Customer, provided, however, Customer acknowledges and agrees that Company may, at Company's sole discretion, independently verify for accuracy of the data. Customer shall cooperate with Company's efforts to independently verify data. Customer represents and affirms to Company that it has a current demonstrable educational or administrative interest in all data that Company is authorized to obtain and maintain pursuant to this Agreement, including data with respect to candidates that will be maintained by Company to permit comparative data analyses for the review, evaluation and improvement of the Services. The Services are institutional services and functions for which Customer would otherwise use its own employees, if not for this Agreement with Company. In performing the Services, Company shall be under the direct control of Customer in accordance with the terms of this Agreement with respect to Company's use and maintenance of records.
23. **Access to the EPI and Use of EPI Candidate Data.** To the extent Customer subscribes to EPI, Reports received by Customer resulting from the EPI ("Customer Reports") will be posted to and accessible to Customer and its authorized users through a Customer-specific log-in and web portal (the "Customer Portal"). Customer shall designate (a) the individuals that will have access to the Customer Portal (the "authorized users") and (b) of the authorized users, one who has been designated by the Customer's chief executive officer (or substantial equivalent) to have primary authority over access to the Customer Portal (the "Super Administrator"). The Customer may change the designation of the Super Administrator from time to time with notice to Company. The Super Administrator will: (a) control access to the Customer Portal; (b) require the use of secure passwords controlled by the Super Administrator for access to the Customer Portal; and (c) set up, update, and manage secure passwords to ensure access to the Customer Portal only by authorized users. Customer will adopt and maintain appropriate security precautions to prevent the disclosure of passwords to, and use by unauthorized persons. Customer will report to Company any known breaches of security and access control protocols. Candidates will enter such information, as specified by Company, through a teacher-specific log-in and web portal (the "Candidate Portal"). Customer will follow all procedures included within user manuals provided by Company with respect to the Candidate Portal, including the use of any disclaimer (prepared and provided by Company), with which all candidates must acknowledge agreement prior to entering the Candidate Portal. The Super Administrator will have primary authority and responsibility over access to the Candidate Portal. The Candidate Portal will only be accessible to candidates through a secure web portal that requires the use of secure Passwords controlled by the Super Administrator. Customer will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the candidate. Furthermore, through the Candidate Portal, the candidate will be given the option of either (i) agreeing to allow Company to share its respective Candidate Data with other school districts or potential employers ("Authorized candidates") or (ii) electing not to share its respective Candidate Data with other school districts or potential employers. The terms and conditions regarding the sharing of Candidate Data with other school districts are further described in this section. Customer authorizes Company to use the Candidate Data, including aggregating such Candidate Data with other data and information, for purposes of performing, evaluating, improving or enhancing the Services. Company will restrict access to Candidate Data to only those Company staff or subcontractors required to access the Candidate Data in order to perform the

services set forth in this Agreement and evaluate, improve or enhance the Services (the "Company Agents"). Company Agents include, without limitation, any subcontractors engaged by Company to host or obtain Candidate Data pursuant to the terms and conditions of this Agreement, as such subcontractors are identified in exhibits attached hereto, which includes a statement as to each named subcontractor's legitimate interest in hosting, obtaining or accessing Candidate Data pursuant to the terms and conditions of this Agreement. Company will instruct all Company Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Company Agents to comply with applicable provisions of the data privacy and security laws. Company will not disclose Candidate Data to anyone other than Company Agents except, upon the prior written consent of Customer, to a party authorized to receive the Candidate Data in accordance with data privacy and security laws. Customer understands and agrees that Company may share data with respect to candidate qualifications and data gathered through the Candidate Portal from candidates relating solely to the Authorized candidates ("Authorized Candidate Data") with other school districts or other potential employers, provided, however, such Authorized Candidate Data shall not be shared with other school districts or other potential employers until the earlier of: (i) a decision not to hire the Authorized candidate or (ii) 30 days after the applicable Authorized candidate completes the application process through the Candidate Portal if and only if the candidate initiated their first account with Company through the link provided by Customer. Subject to the requirements of this Section above, Company may freely subcontract its duties and obligations under this Agreement. In the event that Company subcontracts any of its duties and obligations, Company agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Customer and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and data privacy and security laws, and (ii) any such permitted subcontracting shall not release Company from any of its obligations under this Agreement.

24. **General Provisions.** The Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement and supersedes all previous agreements or representations, oral or written regarding the subject matter of the Agreement. The Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in the Agreement, understand all terms and conditions, and agree to be bound thereby. The titles of sections and subsections are for convenience only and are not to be used in construing any term in the Agreement. This MSA may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. Telecopied and/or scanned copies of signatures shall be relied on as original signatures in all respects.
- a. **Purchase Orders.** No Customer issued purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. Any terms and conditions included on a Customer issued document shall be deemed to be solely for the convenience of the customer, and no such term or condition shall be binding upon the parties.
  - b. **Agreement.** It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.
  - c. **Independent Contractor.** The relationship of Company and Customer established by this Agreement is that of independent contractor, and nothing contained in the Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish Company as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.
  - d. **Assignment.** Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to the Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any purported assignment in violation of this Section shall be void. Subject to this Section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and permitted assigns.
  - e. **Severability.** If any provision or provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - f. **Waiver.** No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
  - g. **Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
  - h. **Governing Law.** This Agreement shall be governed by and construed in according with the laws of the State of Texas without regard to its conflict of laws principles. All actions, suits, or legal proceedings arising out of or related to this Agreement will be brought only in the federal or state courts located in Travis County, Texas and the parties consent to the exclusive jurisdiction of such courts. Any Canadian agreements where the laws of the Province in which the Client's principal place of business is located and the laws of Canada applicable therein shall govern all matters arising out of or relating to this Agreement.

- i. **Signature Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Customer:

PeopleAdmin, Inc:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
PeopleAdmin Signature

\_\_\_\_\_  
Customer Printed Name

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PeopleAdmin Name

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Title

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