



SchoolCare Customer Subscription Agreement

This agreement (“Agreement”) is entered into between the Customer by and between Aunt Bertha, a Public Benefit Corporation, with its headquarters located at 3429 Executive Center Drive, Suite 100, Austin, Texas 78731 (“Aunt Bertha” also doing business as “**SchoolCare**” and “**findhelp®**” and “**findhelp.org**”) and **Big Walnut Local Schools** (“Customer”), located at **110 Tippet Court, Sunbury, OH 43074** for services and/or products pursuant to Exhibit A and Exhibit B attached hereto, which Exhibit A and Exhibit B are fully incorporated into the terms of this Agreement. Customer agrees to participate in parent/guardian outreach efforts to support the Care Coordination program. This Agreement will be effective (Effective Date) upon the last signature date of the below Parties. The SchoolCare platform subscription is provided at no cost to the Customer under this Agreement.

Agreed to by:

Big Walnut Local Schools (Customer)

SchoolCare (Aunt Bertha)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



(Exhibit A) SchoolCare Services Agreement

This Services Agreement (“**Agreement**”) is made by and between the entity (“**Customer**”) identified on the attached Customer Subscription Agreement and Aunt Bertha, a Public Benefit Corporation, with its SchoolCare headquarters located at 3429 Executive Center Drive, Suite 100, Austin, Texas 78731 (“Aunt Bertha” also doing business as “**SchoolCare**” and “**findhelp®**” and “**findhelp.org**”).

1. **Overview.** SchoolCare is a health services and care coordination platform for Customers, their employees and agents, and the parents/legal guardians of Customer’s students (“**End Users**”).
2. **Term.** This Agreement will become effective on the last signature date of the Parties (the “Effective Date”). The initial term (“**Initial Term**”) of this Agreement will begin on the Effective Date and will continue for three years following the effective date, at which point this Agreement will automatically renew for a period of three years (“**Renewal Term**”), unless Customer provides 30 days’ notice to SchoolCare of its intention not to renew the Agreement. The Initial Term and any Renewal Terms are referred to, collectively, as the “**Term**.”
3. **Services.** Subject to the terms and conditions of this Agreement, SchoolCare grants Customer and its End Users a non-exclusive, non-transferable license to access and use SchoolCare’s hosted services (the “**Services**”), as described in Exhibit B (“Scope of Services”), which Scope of Services may be modified from time to time by mutual written agreement by the parties hereto (the “Parties”). To the extent any SchoolCare software is provided to Customer for installation on the Customer’s systems for use in connection with the Services, the SchoolCare software is included in the definition of Services and subject to the foregoing license. All software may only be used in support of Customer’s use of the Services and for no other purpose.
4. **Customer Responsibilities.** Customer shall designate Services and perform Customer’s responsibilities pursuant to the Scope of Services in Exhibit B. In order to be eligible for Services, Customer shall: (i) supply SchoolCare with sufficient information and data to reproduce any error or problem that is the subject of a support request; (ii) procure, install, operate and maintain computer hardware systems, operating system software, and other software, compatible with SchoolCare’s minimum requirements for the version of the Services to be supported; (iii) establish adequate operational backup provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any programming that might interfere with the functioning of the Services as supplied by SchoolCare; and (v) have installed the most current release of the relevant SchoolCare system or platform, or a



prior release still supported by SchoolCare, as well as any fixes made available to Customer by SchoolCare. Customer shall use all reasonable efforts to promptly promote and transition End Users to the Services.

- 5. Text Messaging Functionality.** The Services may include access to functionality permitting Customer to message End Users (the “**Text Functionality**”). The Text Functionality is provided by a third party vendor and is not deemed part of the Services under this Agreement. Customer understands and agrees Text Functionality is provided by SchoolCare as-is, without warranties of any kind, and should not be used nor relied upon for communicating information relating to emergent medical conditions or medical emergencies. No Protected Health Information should be transmitted using the Text Functionality. To the extent permitted under SchoolCare’s agreement with the third party vendor of the Text Functionality, SchoolCare will pass through to Customer any warranties and other protections offered by the third party vendor. Customer is responsible for obtaining all necessary consents and permissions from End Users and ensuring those consents and permissions and the content of all messages comply with all applicable laws and regulations, including, but not limited to, the Telemarketing Consumer Protection Act. Customer shall indemnify, defend, and hold harmless SchoolCare and the third party vendor of the Text Functionality from and against any claims, liabilities, damages, costs, sanctions, or fines arising from (i) Customer’s breach of this Section and (ii) the content of any End User Messages.
- 6. Restrictions.** Customer and its End Users may only use the Services as described in this Agreement, the SchoolCare Terms of Use, the SchoolCare Privacy Policy, and the SchoolCare End User License Agreement, which may be viewed at [\[https://SchoolCare.com/end-user-license-agreement-districts/\]](https://SchoolCare.com/end-user-license-agreement-districts/) (the “**Documentation**”). Customer is responsible for ensuring its End Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Except as expressly authorized by this Agreement, Customer will not, and will not allow any End User or other third party to, (i) permit any third party to access or use the Services other than an End User; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services, except to the extent expressly permitted by applicable law; (iii) use the Service, or allow the transfer, transmission, export, or re-export of the Service or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (iv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Service, including any screen displays, etc., or any other products or materials provided by SchoolCare hereunder. Under



no circumstances will SchoolCare be liable or responsible for any use, or any results obtained by the use, of the Services in conjunction with any services, software, or hardware that are not provided by SchoolCare. All such non-conforming use will be at Customer's sole risk and liability. Customer is responsible for ensuring its contractors or agents comply with all relevant terms of this Agreement.

7. Availability. The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("**Availability**"). SchoolCare will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of SchoolCare or that are not reasonably foreseeable by SchoolCare, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "**Excused Outages**"):

- a.** Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;
- b.** Any third party software, hardware, or telecommunication failures, including Internet slow-downs or failures;
- c.** Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of SchoolCare;
- d.** Issues related to third party domain name system (DNS) errors or failures; and
- e.** Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event SchoolCare fails to achieve the Availability requirement, SchoolCare will use commercially reasonable efforts to correct the interruption as promptly as practicable.



8. Privacy. SchoolCare maintains a Privacy Policy which may be viewed at <https://schoolcare.com/privacy-policy>. SchoolCare and Customer represent that they each comply with all data privacy laws applicable to the data collected and stored on SchoolCare.

9. Family Educational Rights and Privacy SchoolCare receives and handles personally identifiable information from education records as a “school official” under the United States Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (“FERPA”) for the purpose of delivering the Health Services as contemplated by this Agreement. Customer agrees that it has obtained any necessary written consents from parents of students under the age of eighteen (18) and students age eighteen (18) and older in order to upload student data to SchoolCare.

SchoolCare agrees that personally identifiable information obtained from student education records will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws, without signed and dated written consent of the parent/legal guardian of a student under the age of 18, or of the student age 18 and older.

It is Customer’s responsibility to respond to requests for education records received by SchoolCare from third parties.

10. Information Security. SchoolCare maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and End User data in alignment with requirements of applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA). This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and SchoolCare will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, SchoolCare will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its End Users.

11. Connectivity. Customer and End Users are solely responsible for all telecommunication or Internet connections required to access the Services, as well as all hardware and software at Customer’s site. In addition to other third party costs that may apply, Customer agrees to pay for all telecommunications costs, fees and services required for and dedicated to Customer’s access to the Services.



12. Proprietary Rights. Customer acknowledges and agrees that (i) all Services are protected by intellectual property rights, as applicable, of SchoolCare and its vendors/licensors and that Customer has no right to transfer or reproduce any Services or any software provided with the Services or prepare any derivative works with respect to, or disclose Confidential Information (as defined in Section 20 (Confidentiality)) pertaining to, any Services or any part of them and (ii) that SchoolCare owns all right, title, and interest in and to the Services, including any changes or modifications made to the Services performed in connection with this Agreement, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying the Services. Under no circumstances will Customer be deemed to receive title to any portion of the Services, title to which at all times will vest exclusively in SchoolCare. This is not a “work made for hire” agreement, as that term is defined in Section 101 of Title 17 of the United States Code. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by SchoolCare to Customer in connection with this Agreement to contest the validity of any intellectual property rights of SchoolCare or its licensors. Any such use of SchoolCare’s Confidential Information will constitute a material, non-curable breach of this Agreement. You will preserve all Services from any liens, encumbrances, and claims of any individual or entity. You will not use any of our information or data to contest the validity of any of our intellectual property or our licensors. Any such use of our information and data will constitute a material, non-curable breach of this Agreement. Unless otherwise indicated, trademarks that appear in these Services are trademarks of SchoolCare or its affiliates. All other trademarks not owned by SchoolCare or its affiliates that appear in the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SchoolCare and its affiliates. You agree not to display, disparage, dilute, or taint our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademark by you shall be to the benefit of SchoolCare.

13. Customer Data. Customer grants SchoolCare a non-exclusive, world-wide, royalty-free license to use the documents, information, graphics, data, content, and other materials input by Customer into the Services (the “**Customer Data**”) solely for the purposes of executing the Services described in this Agreement. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to SchoolCare for use as specified under this Agreement. At Customer’s discretion and subject to Customer’s rights under FERPA, SchoolCare may import data from third parties to add to Customer’s data hosted by SchoolCare. Customer represents that it will obtain and maintain all necessary agreements with such third parties to authorize SchoolCare to do so on Customer’s behalf. Except for the license granted in



this Section, nothing contained in this Agreement will be construed as granting SchoolCare any right, title, or interest in the Customer Data.

14. Deidentified Data. Notwithstanding the limitations in Section 12, SchoolCare may create and retain aggregated, deidentified information from Customer Data, including Customer's student data to demonstrate the effectiveness of SchoolCare Services, including in SchoolCare marketing materials, to improve SchoolCare Services and to develop and improve other educational products. All data will be deidentified in accordance with the standards set forth in FERPA and HIPAA.

15. Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to SchoolCare with respect to its products and services, including the Services. Feedback is voluntary. SchoolCare may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer grants SchoolCare an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with SchoolCare's business, including the enhancement of the Services.

16. Support and Maintenance. During the Term, SchoolCare will provide Customer with reasonable telephone support during SchoolCare's then-current business hours. SchoolCare will provide Customer Service updates and bug fixes that SchoolCare in its sole discretion makes generally available to its other similarly situated licensees at no charge. New or different functionality may be purchased by Customer, in its discretion, at SchoolCare's then-current pricing. SchoolCare will use commercially reasonable efforts to correct reproducible failures of the Service to perform in substantial accordance with their then-current Documentation.

17. Warranties.

17.1 Customer Warranty. Customer represents and warrants that (a) it has full power, capacity, and authority to enter into this Agreement and to grant the license set forth in Section 12 (Customer Data); (b) any Customer Data provided by Customer to SchoolCare for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state and local laws, rules and regulations (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection) (collectively, "**Applicable Law**"); and (c) its use of the Services will be in compliance with all Applicable Law.

17.2 SchoolCare Warranty. During the Term, SchoolCare represents and warrants (i) the Services will substantially comply with the Documentation; (ii) it shall use commercially



reasonable efforts to screen the Services for viruses, Trojan horses, worms, and other similar intentionally harmful or destructive code; and (iii) it shall comply with Applicable Law in performing this Agreement. In the event of a breach of the warranty in Section 17.2(i), SchoolCare's sole and exclusive liability and Customer's sole and exclusive remedy will be to perform the defective Service again. In the event SchoolCare is unable through reasonable efforts to correct the defective Service within thirty (30) days from receipt of notice from Customer of the breach, Customer may elect to terminate this Agreement.

17.3 Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 17.2 (SchoolCare WARRANTY), THE SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. SchoolCare AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SchoolCare OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SchoolCare'S OBLIGATIONS HEREUNDER. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT SchoolCare AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. SchoolCare WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA.

18. Third Party E-mail Communication Functionality. Customer may elect to use functionality in the Services to send one-way e-mail communications to parents of students (the "E-mail Functionality"). Customer understands and agrees that (i) it shall use the E-mail Functionality in compliance with all applicable laws and regulations; (ii) the E-mail Functionality is provided by a third party provider over whom SchoolCare has no control; (iii) the communications may be unsecure and that student personal information should not be included in such communications; (iv) communications are not encrypted; (v) all use of the E-mail Functionality is subject to Customer's agreement to be bound by the terms and conditions located at www.sendgrid.com/policies/tos and (vi) use of the functionality is at Customer's sole risk.

SchoolCare provides the E-mail Functionality as a convenience to Customer, without warranties of any kind. SchoolCare disclaims all warranties express or implied with regard to the E-mail Functionality. IN NO EVENT WILL SchoolCare OR THE LICENSORS OR SUPPLIERS OF



THE E-MAIL FUNCTIONALITY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE E-MAIL FUNCTIONALITY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. CUSTOMER WAIVES ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT IT MAY HAVE AGAINST SchoolCare OR THE LICENSORS OR SUPPLIERS OF THE E-MAIL FUNCTIONALITY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH REGARD TO THE E-MAIL FUNCTIONALITY IS TO CEASE USE OF THOSE ELEMENTS.

19. Indemnification. Customer agrees to indemnify and defend SchoolCare and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively, "Claims") arising from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse SchoolCare on demand for any losses, costs or expenses it incurs as a result of any such Claims.

20. Confidentiality. Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel, End Users, students and customers, and other confidential information and trade secrets ("**Confidential Information**"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care Each party acknowledges that due to the unique nature of the other party's Confidential Information,



the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

21. Limitation of Liability and Damages. NEITHER SchoolCare NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SERVICES. THE TOTAL LIABILITY OF SchoolCare AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE GREATER OF \$10,000 OR THE FEES, IF ANY, ACTUALLY PAID BY CUSTOMER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY AND PAID FOR SERVICES. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL IN THEIR ESSENTIAL PURPOSE.

22. Termination.

22.1 Termination. SchoolCare reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. We may also modify, delete or adapt the Service at any time without any notice or obligation to the user at SchoolCare's sole discretion. Your right to use and otherwise access the Service is automatically terminated if you violated the Terms of Use. You agree that SchoolCare will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service. All provisions of the Terms of Use as to limitation and disclaimer of warranty, limitation of liability, SchoolCare's ownership rights and your representations and indemnities shall survive termination.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such **proceedings** are not vacated or set aside



within sixty (60) days from the date of commencement thereof. The following provisions will survive termination or expiration of this Agreement: 11 (Proprietary Rights), 17.3 (Disclaimer of Warranties), (for claims accruing prior to termination), 20 (Confidentiality), 21 (Limitation of Liability and Damages), 22 (Termination), and 24 (General Provisions). At any time during the Term, Customer may request a copy of the Customer Data at no additional charge. Within 30 days of termination of the Agreement, or as otherwise required by law or requested by Customer with reasonable notice to SchoolCare, SchoolCare will securely delete and destroy all Customer data marked by Customer within SchoolCare as “Private.” SchoolCare may transfer a copy of all other Customer data related to Customer students to the respective SchoolCare account of each parent or legal guardian, or to the account of the student age 18 or older. If no such account is maintained, SchoolCare will securely delete and destroy the “education records.” . Notwithstanding the above, SchoolCare will retain aggregated, deidentified information as noted in Section 13.

22.2 Suspension of Services. Notwithstanding any other provision of this Agreement, SchoolCare may, in its sole discretion, suspend Customer’s access to the Services for any of the following reasons (a) to prevent damages or risk to, or degradation of, the Services; (b) to comply with any law, regulation, court order, or other governmental request; or (c) to otherwise protect SchoolCare from potential legal liability. SchoolCare will use reasonable efforts to provide Customer with notice prior to or promptly following any suspension of the Services. SchoolCare will promptly restore access to the Services as soon as the event giving rise to suspension has been resolved. This Section will not be construed as imposing any obligation or duty on SchoolCare to monitor use of the Services.

23. Assignment. Customer may not assign this Agreement without the written consent of SchoolCare. SchoolCare may assign this Agreement to a successor entity in the event of a merger, acquisition or sale of all or substantially all of its assets.

24. General Provisions. This Agreement will be construed, interpreted, and performed according to the federal laws of the United States of America and the laws of the State of Texas, without giving effect to any principles of conflicts of law. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the Federal or state courts located in Austin, Texas. The parties consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this Agreement, and to extra-territorial service of process. Regardless of any statute or law to the contrary, any claim or cause of action that Customer may have arising out of or related to this Agreement must be filed within one (1) year after the claim or cause of action arose. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written



communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by either party to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Neither party will contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.**

(end of Exhibit A)



Exhibit B SchoolCare Scope of Services

SchoolCare Services: A developer of a medical record system for schools, school employees and parents/legal guardians of students that includes an electronic form for health information collection and storage, and an administrator tool to view and manage the status of the health information collection process, inclusive of the following:

- Coordination of health services between school nurses, parents and student's health insurance plan <https://schoolcare.com/parents/careCoordination>
- Online storage for designated health information of End Users, inclusive of nurse visits and medications dispensed;
- Means for physicians to transmit health records via agreed-upon electronic means for inclusion in End User account information;
- Digitized physician reports from physicals for access as part of the user account files in the SchoolCare Services;
- Accounts for End Users, subject to acceptance of SchoolCare privacy policy <https://schoolcare.com/privacy-policy> and terms of use <https://schoolcare.com/terms-of-use> ;
- Delivery of health data insights and reports to school districts, public health organizations and other healthcare agencies, developed by SchoolCare or its third party partners, derived from identified and de-identified Customer student data and developed, provided, however, that such partners may use the data only to develop and provide this part of the Services to Customer on behalf of SchoolCare
- Facilitation of healthcare coordination and health interventions developed by SchoolCare or its third party partners, and derived from identified and deidentified Customer student data, provided, however, that we have receive applicable consents from the Customer and parents, and that such partners may use the data only to develop and provide this part of the Services to Customer on behalf of SchoolCare.
- Delivery of deidentified student data to state public health agencies to facilitate a school or district Customer's required reporting and for state public health agency interventions;
- Import of records from third parties at Customer's discretion and subject to Customer's rights under FERPA, provided that Customer has obtained all applicable consents;
- Training materials to help Customer manage support questions from its End Users
- Customer will engage in outreach to parents/guardians to encourage use of the SchoolCare Care Coordination Program, located at: <https://schoolcare.com/parents/careCoordination>

(end of Exhibit B)