



These Terms are incorporated by reference into each Order Form executed by the organization, company or individual herein identified as "Customer", and EdConnective, Inc. These Terms and the Order Form together comprise a binding written agreement, herein referred to as "Agreement", between Customer and EdConnective, Inc., effective as of the date of mutual execution of the Order Form by EdConnective, Inc. and Customer. EdConnective, Inc. may amend these Terms at any time at its sole discretion, effective upon posting the amended Terms at the domain or subdomains of <http://www.edconnective.com> where the prior version of the Terms was posted, or by communicating these changes through any written contact method we have established with Customer.

**EdConnective, Inc. (herein referred to as "Provider") and Customer agree to the following Master Service Agreement Terms and Conditions:**

1. **SERVICE ORDER FORMS.** The terms of this Agreement are incorporated by reference into each service order form executed by the Customer and Provider. This Agreement and the Service Order Form ("the order form") together comprise a binding written Agreement between the Customer and the Provider, effective as of the date of mutual execution of the Service Order Form.
2. **PAYMENT TERMS.** In exchange for the products and services, the Customer will pay compensation to the Provider for the amount stated on the Service Order Form. You agree to pay all fees and other charges in accordance with this Agreement. All fees are due within 30 days of receipt of invoice (net 30) unless alternative payment terms are stated in the service order form. If you do not pay the fees or other charges within 30 days of the date they are due, then a finance charge of two percent (2%) plus \$100 per month or the maximum rate allowed by law if less will be assessed. EdConnective does not offer installment or payment plans unless specifically outlined in the order form.
3. **TERM.** This agreement will remain in effect for 12 months after the most recent Service Order Form has been executed, unless noted otherwise. All services and coaching partnerships must be started within 6 months of the mutual execution of the Service Order Form.
4. **USAGE**

- a. **Individual Coaching.** Each participant, once matched with a coach, will have a set time during which to complete sessions depending on the service provided:
- i. *Unlimited Coaching:* 90 calendar days from the partnership or cohort start date to complete sessions.
  - ii. *8 session partnerships:* 90 calendar days from the participant kickoff to complete all sessions.
  - iii. *12 session partnerships:* 120 calendar days from the participant kickoff to complete all sessions.

Although the majority of participants finish all sessions during the aforementioned time frames, a partnership in which a participant is matched with a coach will be considered a fulfilled partnership regardless of how many sessions are completed by the end of the usage time frame.

**Service Levels** Our comprehensive wraparound services provide resources, guidance, and support for every stage of your journey with EdConnective. Each service level comes with a designated customer success specialist, guiding you through crucial partnership phases including gaining support from key stakeholders and participants during onboarding and kickoff, assisting participants throughout implementation, and effectively communicating the resulting impact.

Service Level	What's Included
<b>Partner Plus</b>	<ul style="list-style-type: none"> <li>● One Administrative Onboarding meeting for all stakeholders</li> <li>● Up to 2 virtual kickoff meetings and unlimited self-paced kickoffs</li> <li>● One progress meeting at 30 days for stakeholders</li> <li>● One virtual partnership trend report at the 60 day meeting and one impact report at the completion of all participants</li> </ul>
<b>Partner Premiere</b>	<ul style="list-style-type: none"> <li>● Up to 3 Administrative Onboarding Meetings aligned to specific stakeholders (i.e. grade, school, participants, etc.)</li> <li>● Up to 5 virtual kickoff meetings and unlimited</li> </ul>

	<ul style="list-style-type: none"> <li>self-paced kickoffs</li> <li>Up to 3 progress meetings at 30 days for stakeholders</li> <li>Up to 3 virtual partnership trend reports (based on different groups of participants) at the 60 day meeting. Up to three impact reports (based on different groups of participants) at the completion of all participants</li> </ul>
<b>Partner Max</b>	<ul style="list-style-type: none"> <li>School-level onboarding for all schools with 10 or more participants. Schools with fewer than 10 participants would be grouped by school type.</li> <li>School-level virtual kickoff meetings for all schools with 10 or more participants (schools with fewer than 10 participants will still have access to virtual kickoff meetings, however, those meetings may be combined with other participating schools within the partnership). Unlimited self-paced kickoffs</li> <li>School-level progress meetings at 30 days for stakeholders</li> <li>School-level virtual partnership trend report at the 60 day meeting, for all schools with 10 or more participants. Impact reports at the school level, at the completion of all participants, for all schools with 10 or more participants.</li> </ul>

b. **Workshops.** Our workshops and interactive trainings involve significant planning and dedicated resources to ensure optimal results. We understand that educators' schedules are subject to change and will endeavor to work with our client to find suitable alternatives. However, all cancellations or reschedules within 10 business days of the planned workshop date will be subject to the following additional charges:

<b>Reschedule / Cancellation Notification</b>	<b>Additional Charge</b>
Within <b>10 business days</b> of the scheduled date	25% of total scheduled workshop(s) price
Within <b>2 business days</b> of the scheduled date	50% of the total scheduled workshop(s) price

No notice given / No shows	100% of the total scheduled workshop price
Within <b>30 business days</b> of the scheduled in-person date	50% of the total of all in-person / travel fees

**In-Person Workshops.** Preparation and planning are crucial to achieving outstanding outcomes and experiences when offering in-person workshops. To prepare for these unique experiences, the following requirements have been established.

- i. All additional charges will be due immediately upon reschedule or cancellation if within the given time windows listed above.
- ii. One-hour (or longer) breaks are required between same-day workshops for setup, breakdown, and preparation.
- iii. The maximum number of attendees for our standard in-person workshops is 75. This allows for adequate participant interaction and ensures that our facilitators can address questions.
- iv. Workshops are hosted by 1 or 2 EdConnective expert facilitators with a focus on one audience. The facilitation structure needs to fit this (for example, the audience should be in one room and everyone should be able to hear and see the facilitators). Additional facilitators can be provided for a fee if requested in advance.
- v. For workshops occurring over multiple days, the same two facilitators need to be able to provide the workshops to maintain our standard pricing. If diverse workshop topics require different facilitators, separate fees may apply.

5. **WORK PRODUCT OWNERSHIP.** Any Individual Coaching Plans developed for the Customer will be the exclusive property of the Customer. Any pre-existing IP, copyrightable works, ideas, discoveries, inventions, patents, products, data, or other information developed in whole or part by the

Provider in connection with the Services will be the exclusive property of the Provider.

6. **CONFIDENTIALITY.** Each of the parties hereto agrees to keep confidential any and all information with respect to the other party which it has received or may in the future receive in connection with this Agreement which is not otherwise available to the general public without restriction. Notwithstanding the foregoing, each of the parties shall be entitled to disclose such information (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, or (ii) to the extent required by applicable law, or (iii) during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement.
7. **WARRANTY.** The Provider shall provide its services and meet its obligations under this Agreement and Service Order Forms professionally and in accordance with best commercial practices, using knowledge and recommendations for performing the services and will provide a standard of care equal to, or superior to, care used by service providers similar to the Provider on similar projects.
8. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement
9. **LIMITATION OF LIABILITY.** Provider's liability to you, your affiliates, registered agents, assignees, registrants or any third party claims for any recoverable losses or damages arising under this Agreement including any Service Order Form(s) shall be limited to the amount of your actual direct damages, not to exceed (in the aggregate for all claims) the total annual amount paid under the Agreement during its then-current Contract Year.

10. **TERMINATION.** If you become dissatisfied with the Services because of substantial non-performance, you shall give the Provider detailed written notice of such dissatisfaction. The Provider shall have thirty (30) days to cure the substantial non-performance after receipt of such notice. If the Provider fails to cure such substantial non-performance, you may terminate the applicable Service Order Form and the Provider will refund a prorated portion of the fees starting as of the end of the thirty (30) day cure period. Either party may terminate an Order Form if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership. In the event of non-payment by the Customer, the Provider reserves the right to restrict access to the Services. Customer agrees that such restrictions do not modify the amounts due under their Service Order Form.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior agreement or understanding between the parties whether oral or written.
12. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of this Agreement as a whole, but this Agreement shall be interpreted as if such invalid or unenforceable provision was not a part of this Agreement.
13. **GOVERNING LAW.** This Agreement will be governed by the laws of the Commonwealth of Virginia, USA applicable to contracts made and performed wholly within Virginia without regard to any conflict of law principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. Customer and Provider agree to the sole and exclusive venue of the state and federal courts encompassing Richmond, Virginia for all matters arising with respect to the Services or this Agreement between the parties.
14. **NOTICE.** Any notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) when transmitted if sent by a confirmed

facsimile; or (iv) when transmitted via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under this Agreement.

15. **ASSIGNMENT.** Except for assignment to a party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent. This Agreement will be binding upon the parties' respective successors and permitted assigns.
16. **PRESS RELEASES; CUSTOMER LIST.** You may not issue any press release or other public statement regarding the existence, terms or subject matter of any agreement or relationship with Provider without Provider's prior written consent. Customer agrees that Provider may use Customer's name and logo to identify Customer as a customer of Provider on Provider's website, and as a part of a general list of Provider's customers for use and reference in Provider's corporate and marketing literature. Additionally, Customer agrees that Provider may issue a press release identifying Customer as a Provider customer, subject to Customer's prior approval which will not be unreasonably withheld or delayed.
17. **CUMULATIVE RIGHTS:** Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.
18. **CONFLICTS:** The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.