

Master Services Agreement

This Master Services Agreement (“Agreement”) is made as of the date of last signature below (the “Effective Date”) between TPR Education, LLC d/b/a The Princeton Review (“TPR”) and DeKalb County School District (“Customer”).

1. Services. TPR will perform or provide to Customer the services (“Services”) set forth in the attached Statement of Work (“SOW”) or subsequent SOWs that may be executed by the parties. Any such SOW will be incorporated herein by reference. Additional units of the Services on a SOW may be ordered by email request from the Customer representative listed in the SOW. Absent the execution of a SOW (other than the SOW attached to this Agreement), this Agreement does not, in and of itself, represent a commitment by TPR to provide Services to Customer.

2. Term. The term of this Agreement is from the Effective Date through the date of termination by either party. The initial term for any SOW is specified on that SOW.

3. Termination; Service Suspension.

a. Either party may terminate this Agreement or any SOW immediately upon notice to the other party if the other party (i) materially breaches this Agreement or such SOW and fails to remedy such breach within 30 days after receiving notice of the breach; (ii) materially breaches this Agreement or such SOW in a manner that cannot be remedied; or (iii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. All SOWs will automatically terminate upon termination of this Agreement. Either party may terminate this Agreement upon 30 days prior written notice to the other if no SOW is in effect.

b. TPR may suspend Customer’s access to the Services if payment is 30 days past due.

c. Upon termination of this Agreement, Customer will deliver to TPR all TPR-owned equipment, supplies, TPR's Confidential Information (as defined below), and TPR Intellectual Property (as defined below), or copies thereof, in electronic format or otherwise, in Customer’s possession or under its control. Upon request, Customer will certify to TPR that to the best of its knowledge all of TPR's Confidential Information and TPR Intellectual Property required to be delivered under this Agreement have been delivered and copies that have not been delivered have been deleted or destroyed.

4. Fees; Payment Terms. Customer agrees to pay the fees set forth on any SOW for Services according to the following terms:

a. Payment is due within 30 days from the invoice date, unless otherwise specified in the applicable SOW.

- b. For courses and Teacher-to-Teacher training, TPR may invoice Customer upon start of the course or training, unless otherwise provided in the applicable SOW.
- c. For courses with per student fees, all final fees and billing will be based on the number of students on the Roster, as outlined below. Withdrawal of a student from a Service after delivery of the Roster will not result in a reduction of the calculated fee or a refund.
- d. If TPR has not received payment of the invoiced amount when due, TPR will be entitled to recover from Customer all undisputed invoiced amounts, plus interest on all amounts owed at the highest rate allowed by law.
- e. Customer is responsible for all taxes, except for taxes on TPR's income, unless Customer provides a state tax exemption certificate. If Customer fails to submit to TPR a copy of its state tax exemption certificate, Customer will be invoiced taxes.

State Tax Exempt:

If exempt, enter State Tax Exempt Number and upload Certificate of exemption.

5. Services Terms.

- a. Courses. If courses, whether in-person or online, are included in the Services, Customer will provide TPR with assistance needed to set up and launch the Services, including but not limited to:
 - i. A coordinator for the Services.
 - ii. A roster of students enrolled for each of the TPR-led courses, in an electronic format, by the 14th calendar day from the start of the course (the "Roster"). The Roster will contain the first name, last name and email address for each enrolled student. TPR reserves the right to cancel a course without liability if fewer than the minimum number of students for a course, as specified on the applicable SOW, enroll in the course.
 - iii. Reasonable classroom facilities, at no cost to TPR, for delivery of any in-person Services to be provided, and, if available, security.

Customer will provide TPR with 48-hours advance notice of any changes to the schedule of a Service (except with respect to an event beyond Customer's reasonable control).

b. Teacher-to-Teacher (T2T). If Teacher-to-Teacher training is included in the Services, Customer agrees that only teachers who have been certified by TPR in TPR standards (“TPR Certified Teachers”) will teach a TPR program. TPR reserves the right to revoke the certification of any Customer teacher (i) who fails to maintain the confidentiality of the TPR’s Confidential Information, or (ii) who uses TPR’s Confidential Information outside the scope of this Agreement. Upon expiration or termination of the certification of any Customer teacher, including if such teacher leaves the employ of Customer, Customer will collect from such teacher and deliver to TPR all of TPR’s Confidential Information and other property of TPR, whether in tangible or electronic format, including teacher’s notes and summaries of any of TPR’s Confidential Information.

Any TPR Certified Teacher that will teach a TPR program for Customer must sign the standard TPR Teacher-to-Teacher Instructor Agreement.

6. Availability of Online Resources

a. TPR will use commercially reasonable efforts to make online resources available 24 hours a day, 7 days per week, subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR’s reasonable control.

b. For any online resources, TPR has the right to change the content or technical specifications of any aspect of the online resources at TPR’s sole discretion. Such changes may result in Customer’s inability to access the online resource temporarily.

7. Confidentiality

a. “Confidential Information” means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential, including but not limited to all student records containing Personally Identifiable Information, as defined below. “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party’s possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information. “Personally Identifiable Information” means any information that identifies or that could be used to identify any individual, including but not limited to, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-

issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

b. Except as otherwise provided in this Agreement, each party will retain the other party's Confidential Information in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that (i) the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement, and (ii) TPR may disclose Customer's Confidential Information if TPR believes, at its sole discretion, that an immediate disclosure is necessary to protect a student's or a third party's physical safety. If there is a breach of this Section 7, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

8. Data

a. Student Privacy Rights: Without limitation of its obligations under Section 7 above, TPR will take commercially reasonable measures to protect the Personally Identifiable Information of Customer's students consistent with Family Education Rights and Privacy Act and all applicable privacy laws. TPR uses, collects, and discloses personal information of children under the age 13 as disclosed in its notice at www.princetonreview.com/coppanoticeforschools, as may be further restricted by this Agreement. If children under the age of 13 will use the Services, Customer hereby acknowledges receipt of the foregoing disclosure and consents on behalf of parents of Customer's students to such use, collection, and disclosure by executing this Agreement.

b. Ownership and Use of Student Data: Student data collected by TPR in delivering Services will be the property of Customer. Customer grants TPR a limited license to use such student data, including practice test scores, actual test scores and score improvements, (i) in connection with the performance by TPR of its obligations to Customer, (ii) to help TPR analyze the efficacy of its programs, and (iii) for use in the marketing and promotion of TPR's programs; provided, that TPR will not disclose any Personally Identifiable Information contained in such data and will otherwise use such data in compliance with TPR's confidentiality obligation. To the extent permitted by law, Customer will cooperate with TPR to provide TPR with actual test scores of students for the tests prepared for under this Agreement solely for use by TPR in accordance with this section.

9. Intellectual Property Rights

a. TPR, on behalf of itself and its affiliates, hereby grants to Customer a nonexclusive, non-transferable license to use, and to permit its registered students and, if applicable, its teachers and administrators to use, the TPR Intellectual Property during the term of this Agreement solely in connection with the Services.

b. Customer acknowledges and agrees that (i) TPR and its affiliates retain all right, title and interest in and to the TPR Intellectual Property, and this Agreement conveys no rights to the TPR Intellectual Property other than the limited licenses set forth in the Agreement, and (ii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR and its affiliates, the development of which required the expenditure of considerable time and money. “TPR Intellectual Property” means TPR’s and its affiliates’ copyrights, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, documentation, specifications, designs, instructional methods, strategies, techniques and methodologies, and software programs and other technology, including but not limited to the Administrator Dashboard and the Online Student Portal, and all session transcripts and recordings, survey data and usage information.

10. Certain Obligations and Restrictions

a. Customer, including its students and teachers, will not: (i) copy, modify, alter, excerpt, create derivative works of, decompile, disassemble or otherwise reverse engineer the TPR Intellectual Property; (ii) delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, (iii) use the TPR Intellectual Property and other TPR Confidential Information to teach any class or course or for any other purpose, except in connection with Services, and (iv) disclose, reproduce, sell or distribute the TPR Intellectual Property to any third party. Customer will notify TPR promptly of any known or suspected infringement of the TPR Intellectual Property of which Customer becomes aware.

b. Customer will (i) ensure that access to the Services is properly limited to authorized users and that each account has a unique authorized user, and (ii) notify TPR promptly if Customer becomes aware of Services being used by an unauthorized person. If there is unauthorized use of a password or the Services, TPR may cancel that account. TPR reserves the right, at its sole discretion, to disable access to any online resource for any person who fails to comply with TPR rules and procedures applicable to the resource, including the Terms of Use on TPR’s website, and no credit or refund will be issued for such person.

c. Customer, including its students and teachers, will not upload to or distribute or publish through online resources provided under this Agreement any content (i) which is defamatory, threatening, abusive, or otherwise unlawful, (ii) which is vulgar, obscene or sexually explicit, (iii) which violates any person’s privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.

d. Customer, including its students and teachers, will treat TPR's tutors and instructors with respect.

e. Customer, including its students and teachers, will not (i) interfere with or disrupt the online resources provided under this Agreement or (ii) upload to or distribute through such online resources any viruses, Trojan horses, worms, or

other similar programs.

11. Representations and Warranties.

a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.

b. TPR represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. Customer's sole remedy for a breach of this warranty is re-performance of the particular Services that breached the warranty at no additional charge.

c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND TPR, ON BEHALF OF ITSELF AND ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OF RESULTS FOR STUDENTS, SUCH AS ANY IMPROVEMENT IN TEST SCORES. SUCH RESULTS ARE DEPENDENT ON FACTORS OUTSIDE OF TPR'S CONTROL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TPR MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SERVICE HEREUNDER OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES, TROJANS, MALWARE OR OTHER HARMFUL COMPONENTS OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED.

12. Limitation of Liability. TPR AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT, EVEN IF TPR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TPR'S AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TPR UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

13. Notices. All notices relating to this Agreement must be in writing. Such notices must be sent by postage prepaid first-class mail, receipted courier service, facsimile, or email at the address below or to such other address as specified in writing and will be effective upon receipt.



The Princeton Review	DeKalb County School District
Attn: Legal Department 110 E. 42nd St., 7th Floor New York, NY 10017	
Fax: (508) 663-5115	Fax:
Email: Legal@review.com	Email:

14. Miscellaneous. Customer agrees that during the term of this Agreement and for 1 year after it will not recruit, solicit for employment, employ, or help any other third party to recruit, solicit for employment or employ, any TPR employee with whom Customer had contact in connection with this Agreement. If there is a conflict between this Agreement and any SOW, this Agreement will control unless the SOW expressly provides otherwise. No provision of this Agreement will be deemed waived unless waived in writing. Sections 3, 4, 7, 8, 9, 12, 13, 14 and any other provisions which would reasonably be expected to survive the termination of this Agreement will so survive. The terms in any purchase order (other than the services, quantities, and prices) will not be binding on TPR. Neither party will be responsible for any delay of performance or failure to perform due to causes beyond its reasonable control. No joint venture, partnership, employment or agency relationship exists between the parties as a result of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that TPR may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its ownership interests or assets. Subject to the preceding sentence, this Agreement shall be binding upon the parties and their permitted successors and assigns. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the state where Customer is located, without regard to its conflicts of law principles. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect and, so far as is reasonable and possible, effect will be given to the intent of the provision held invalid or unenforceable. This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous oral or written negotiations, understandings, and agreements between the parties, concerning the subject matter of this Agreement. If the parties sign a separate agreement for the protection or processing of personally identifiable information or data, such agreement is hereby incorporated into this Agreement.

Agreed and Accepted By	
TPR Education, LLC	DeKalb County School District



Agreed and Accepted By	
By:	By:
Name: Robert Batten	Name:
Title: CEO	Title:
Date:	Date:

Statement of Work # 1

This is a Statement of Work ("SOW") under the Master Services Agreement between TPR Education, LLC d/b/a The Princeton Review ("TPR") and DeKalb County School District ("Customer"). TPR agrees to provide Customer with the Services and Customer agrees to pay TPR for the Services as specified below.

Customer Primary Contact	The Princeton Review Primary Contact
Name: Damian Bounds	Name: Tanya Walker
Customer: DeKalb County School District	The Princeton Review
Address: 1701 Mountain Industrial Blvd	Address: 110 E. 42nd St., FL 7
City, State Zip: Stone Mountain, GA 30083	New York, NY 10017
Telephone: 678-676-0231	Telephone: 404-434-7477
Email: felicia_g_rhone@dekalbschoolsga.org	Email: tanya.walker@review.com

Customer Billing Contact	The Princeton Review Billing Contact
Name: Damian Bounds	Customer Invoicing
Customer: DeKalb County School District	Please remit payment to address on invoice.
Address: 1701 Mountain Industrial Blvd	Email: TPR_AccountsReceivable@review.com



Customer Billing Contact	The Princeton Review Billing Contact
City, State Zip: Stone Mountain, GA 30083	Telephone: 800-444-0189
Telephone: 678-676-0231	
Email(s): felicia_g_rhone@dekalbschoolsga.org	

Ordered Offerings: TPR agrees to provide Customer the offerings listed below.

Service Order Start Date: August 23, 2024

Service Order End Date: August 22, 2025

TPR Opp Number: [q. Opportunity #]

Is a P.O. Required?

P.O. Number (if applicable)

Upload P.O. with Agreement if available

Product Name & Description	Per Unit Price	Minimum Quantity	Subtotal
SAT Ultimate - Fall Semester Each course has a maximum capacity of 35 students. Each student will receive SAT Ultimate course books, up to 4 practice tests, 365 days of online student portal access, and up to 24 hours of live instruction. A minimum of 5 students to run each course.	\$9,000.00	14	\$126,000.00
SAT Ultimate - Spring Semester Each course has a maximum capacity of 35 students. Each student will receive SAT Ultimate course books, up to 4 practice tests, 365 days of online student portal access, and up to 24 hours of live instruction. A minimum of 5 students to run each course.	\$9,000.00	28	\$252,000.00
		Subtotal	\$378,000.00
		Total	\$378,000.00

The Per Unit Price(s) and Minimum Quantities listed below have been reviewed and approved by The Princeton Review.

06 / 25 / 2024