

Timely Master Service Agreement

This agreement (the "Agreement") is entered into between Timely Schools, Inc. ("Timely"), an education technology company that provides software and services, and DeKalb County School District (the "Client") (each a "Party" and collectively the "Parties") on the following terms and conditions:

The Effective Date of this Agreement shall be: January 14, 2025

TIMELY SCHOOLS SOFTWARE

1. Right to use Software

- 1.1. Software. Subject to the terms and conditions of this Agreement, Timely hereby grants Client the limited, nonexclusive, non-transferable, non-sublicensable right to access and use the Program via the Internet during the Term solely for Client's use, including use by Client's staff, students, or other stakeholders (Authorized Users) where applicable.
- 1.2. Limitations. The following limitations and restrictions will apply to the Software.
 - (a) Client will not provide access to the Software to any person who is not an employee or contractor of Client or an Authorized User; and,
 - (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software; (ii) modify, translate or create derivative works based on the Software; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Software; (iv) interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Software or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (v) disclose or publish, without Timely's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; (vi) remove or obscure any proprietary notices or labels of Timely or its suppliers on the Software or (viii) use the Software, including the transmission of Client Data, in any manner that violates any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency or political subdivision, whether federal, state, local, or foreign. Timely may filter or inspect data if Timely reasonably suspects or becomes aware of use of the Software in contravention of the documentation. Timely reserves the right to block, without liability, any Client Data and Client account that violates the terms of this Section 1.
 - (c) Client is responsible at Client's own expense to obtain, install, configure and maintain equipment to access and use the Software.
 - (d) Client will access the Software through the Internet. Timely is not responsible for the cost, installation, performance, integrity, maintenance and integration of Client's Internet connection.
 - (e) By entering this agreement, Client is representing it has the equipment and Internet access to use Software.

2. Ownership; Reservation of Rights

- 2.1 Client Ownership. Client owns:
 - (a) Any data Client inputs or transmits into the Software that identifies Clients or its students, staff, or other stakeholders into the Software (including Authorized Users) ("Data"); and,

(b) Any other data and content provided by Client or Authorized Users to Timely or input into the Software ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Timely a non-exclusive, worldwide, royalty- free, fully paid up, sublicensable (through multiple tiers), transferable (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Timely's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Aggregated Data") and copy, distribute, display, create derivative works of and use the Aggregated Data for benchmarking, product development, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Timely under this Agreement.

- 2.2 Timely Ownership. Timely retains all right, title and interest in and to the Software, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Timely reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to the Software.
- 2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Timely with respect to the Software. Timely has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Timely a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to:
- (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and
 - (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.
- 2.4 Client Responsibilities. Client will:
- (a) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software and notify Timely promptly of any such unauthorized access or use, and
 - (b) use the Software only in accordance with the documentation and applicable laws and regulations.
- 2.5 Data Security. Timely will implement and maintain commercially reasonable administrative, physical and technical safeguards ("Safeguards") designed to prevent any collection, use or disclosure of, or access to Client Data that are no less rigorous than the standards by which Timely protects its own confidential information and continually monitor its operations and take any action necessary to ensure that the Client Data is safeguarded in accordance with the terms of this Agreement.
- 2.6. Privacy Policy. Timely will comply with the Privacy Policy at <https://www.timelyschools.com/privacy> and terms.

- 2.7. Right to Data Destruction. If requested by the Client in writing, during or after the term of this agreement, Timely will make reasonable efforts to destroy or otherwise render Client Data (but not Aggregated Data) inaccessible within sixty (60) days of receiving written request. Nothing in this MSA prevents Timely from creating and retaining de-identified data to use for lawfully permissible purposes.
- 2.8 Updates to Software. Timely may, in its sole discretion, bugfix, upgrade, or add any services to the software at any time. Timely may share data with 3rd parties, in accordance with the Privacy Policy at <https://www.timelyschools.com/privacy-policy>, for the purposes of enhancing its software, provided, however, that such sharing shall only occur if the third party agrees in writing to protect such data in a manner that is at least as secure as Timely's or indemnify Timely and Client in the case of any data breach. Any additional fees attributable to any upgrade, change, or addition to software shall not be billable to Client unless Timely has obtained Client's prior written approval of any such fees.
- 2.9 Changes to Software. Timely may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Client's agreement to additional terms. Additionally, there may be times when Timely needs to remove or change features or functionality of the Software or stop providing the Software altogether. Timely may release versions of the software or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.
- 2.10 Authorized Users. Client shall notify each Authorized User of any and all obligations in this Agreement that relate to permitted and prohibited uses, user conduct, the security and confidentiality of data, passwords, and Timely's Confidential Information. It is the Authorized User's responsibility to safeguard and protect his or her password from disclosure or use by others and to protect Timely's Confidential Information as set forth in this Agreement. Client will use reasonable efforts, including enforcement of Client's policies and any and all applicable local, state, and federal policies, acceptable use policies, and the like.

3. TIMELY SCHOOLS SERVICES

- 3.1 Description of Services: Timely will provide product support, professional development, and/or strategic advising ("Services") to Client as set forth in Addendum A. Except as otherwise specified herein, payment obligations are non-cancelable and non-refundable. Timely shall retain all title, copyrights, patents, patent rights, trade secrets, trademarks and other proprietary or intellectual property rights in any work product developed or delivered as part of the Services (the "Work Product"), including without limitation in the Timely services and Timely materials.
- 3.2 Client Obligations. Client agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Timely to perform the Services. Timely's ability to successfully deliver Services is dependent upon Client provision of such information, access to resources, and participation in a timely manner.
- 3.3. Changes. In order to change the scope of Services set forth above, Client will submit a written request to Timely specifying the proposed changes in detail and Timely will provide an estimate of the charges, if any, and anticipated changes in the performance schedule that will result from the proposed changes. Timely will continue delivery of Services in accordance with this

Addendum A until the parties agree in writing on the change in scope of work, scheduling, and fees.

- 3.4 Services Warranty. Timely warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and deliver Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with Addendum A; and (b) the Services will be performed for and delivered to Client in a good, diligent, professional manner. THE WARRANTIES STATED IN THIS SECTION 4 ARE THE SOLE REMEDIES FOR CLIENT AND EXCLUSIVE OBLIGATIONS OF TIMELY RELATED TO THE SERVICES TO BE PERFORMED FOR AND DELIVERED PURSUANT TO THIS AGREEMENT AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES AND DELIVERABLES PROVIDED TO CLIENT ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

4. Fees & Payment Terms

- 4.1 Fees & Payment Terms. Late payment charges are in the nature of penalty/gratuities which political subdivisions of the State of Georgia are constitutionally prohibited from paying. Thus, using DCSD funds for the 1.5% interest rate would violate the Georgia constitution's gratuities clause. No interest rate will be added to outstanding debts.
- 4.2 Net of Taxes. All amounts payable by Client to Timely hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Timely. Client will not withhold any Taxes from any amounts due Timely.

5. Term & Termination

- 5.1 Term. The term of this Agreement will commence on the Effective Date and will continue in effect for a period of one year (unless earlier terminated by either Party in accordance with this Section 5). Both Parties agree that this Agreement may be renewed or extended upon the Client receiving approval from the board of education.
- 5.2 Termination; Effect of Termination. Either Party may terminate this Agreement for any or no reason by providing the other Party with ninety (90) days' written notice.

In addition to any other remedies it may have, either Party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement for any reason, Timely may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Software or on Timely's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Timely to provide the Software will immediately terminate and Client will:

- (a) cease use of the Software; and

(b) return or destroy all other copies or other embodiments of Timely's Confidential Information

5.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 4 (Fees; Payment Terms), 5.2 (Termination; Effect of Termination), 5.3 (Survival), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Limitations of Liability), 9 (Indemnification) and 10 (General) will survive.

6. Confidentiality

6.1 Confidential Information. As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (including personally identifiable information) (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Timely's Confidential Information includes, without limitation, the Software and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information:

- (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party;
- (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or
- (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder, in the Timely Privacy Policy or in a separate writing. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure, to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations

set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

7. Representations Warranties and Disclaimer

- 7.1 Representations and Warranties. Each party represents and warrants to the other party that
- (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder,
 - (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and
 - (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Data and for the purposes contemplated by this Agreement.
- 7.2. Representation & Warranty on Data Provision. The Parties agree that Timely is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records, and that, for purposes of this Agreement, Timely: (1) provides a service or function for which the Client would otherwise use employees; (2) is under the direct control of the Client with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Client represents and warrants to Timely that any and all data it provides Timely shall be in compliance with:
- (a) Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h.
 - (b) Any and all federal, state, and local applicable laws.
- 7.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM IS PROVIDED ON AN “AS-IS” BASIS AND TIMELY DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

8. Limitations of Liability

- 8.1. **Disclaimer of Consequential Damages.** THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR
- (a) CLIENT'S USE OF THE PROGRAM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PROGRAM) ABOVE,
 - (b) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND
 - (c) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8.1 AND 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.
- 8.2. **General Cap on Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR
- (a) CLIENT'S USE OF THE PROGRAM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PROGRAM) ABOVE,
 - (b) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND
 - (c) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8.1 AND 8.2 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CLIENT TO TIMELY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 8.3. **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. Indemnification

- 9.1 **Indemnification by Timely.** Except for liability for which Client is responsible under Section 8.2, Timely will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and third party damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Software in accordance with the terms and conditions of this agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Timely will have no liability or obligation under this Section 8.1 if such Liability is caused in whole or in part by
- (a) modification of the Software by any party other than Timely without Timely's express consent;
 - (b) the combination, operation, or use of the Software with other product(s), data or services not provided by Timely where the Software would not by itself be infringing; or

(c) unauthorized or improper use of the Software. If the use of the Software by Client has become, or in Timely's opinion is likely to become, the subject of any claim of infringement, Timely may at its option and expense (i) procure for Client the right to continue using the Software as set forth hereunder; (ii) replace or modify the Software to make it non-infringing so long as the Software has at least equivalent functionality; (iii) substitute an equivalent for the Software or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 8.1 states Timely's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

9.2 Indemnification by Client. To the extent permitted by law, Client will indemnify, defend and hold Timely and the officers, directors, agents, and employees of Timely ("Timely Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Timely Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to

(a) any use by Client or Authorized Users of the Software in violation of this Agreement or

(b) the Client Data.

9.3. Indemnification Procedure. If a Client Indemnified Party or a Timely Indemnified Party (each, an "Indemnified Party.") becomes aware of any matter it believes it should be indemnified under Section 8.1 or Section 8.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

10. GENERAL

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 9 will be null and void.

10.3 No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

10.4 Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United

States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

- 10.5 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Software will cause irreparable harm and injury to Timely for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Timely will be entitled to injunctive relief in the event Client uses the Software in violation of the limited license granted herein or uses the Software in any way not expressly permitted by this Agreement.
- 10.6 All notices under this Agreement will be in writing and sent to the recipient's address set forth in the Scope of Work and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 10.7 Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Timely may identify Client and the relationship between Timely and Client in Timely's marketing collateral, website, and other promotional and marketing materials.
- 10.8 Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control including, but not limited to, acts of war, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.
- 10.9 Section 10.9: Georgia state law (O.C.G.A. § 50-21-1) provides that Georgia Courts have exclusive authority and control over all matters of litigation or potential litigation involving political subdivisions (O.C.G.A. § 50-15-1). Appropriate venue is DeKalb County, GA and the applicable law is Georgia law.
- 10.10 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement; all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DeKalb County School District

Timely Schools, LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Addendum A: Scope & Pricing

Below scope & pricing is valid through August 31, 2025. Parties will mutually agree to revised scope and pricing for work extending beyond August 31, 2025 and will specify in a written addendum to this contract.

Scope:

Timely will provide Client access to Software and deliver Services for the Client across 22 middle schools and 24 high schools.

Pricing:

Timely's annual pricing:

- \$10,000 per middle school
- \$15,000 per high school
- There are no setup or installation fees

Timely will provide DeKalb a 10% discount which would bring the total price \$520,000 (rounded down).

Invoicing:

Timely will invoice Client for all software and services provided through August 31, 2025 upon execution of this agreement by both parties.

Timely will invoice Client on September 1 of each calendar year for software and services provided after August 31, 2025.

Addendum B: Invoicing details & tax information

To ensure a smooth billing process, please provide the following billing information.

Invoices shall be sent from Timely to Client's contact:

_____ Name	_____ Title
_____ Address line 1	_____ Address line 2
_____ City, State, Zip	_____ Email address

Please select your tax status. If tax-exempt, please send the appropriate proof of verification to laura@timelyschools.com

- Client is exempt from sales/use taxes.

- Client is not exempt from sales/use taxes.