

RETHINK ED
MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into this 17th day of December 2024, by and between Rethink Autism, Inc., a Delaware corporation having a place of business at 49 W. 27th St., 8th Fl. New York, NY 10001 (“**Rethink**”) and [Dekalb County Schools], [School District] [1701 Mountain Industrial Boulevard · Stone Mountain, GA 30083], (“**Client**”) (each a “**Party**” and collectively “**Parties**”).

1. DEFINITIONS. Capitalized terms shall have the meanings ascribed to them below, in the body of the Agreement or in the Exhibits.

“**Applicable Law**” means federal, national, state, local and international laws, rules, regulations, orders, directives, and other similar instruments including interpretations with the force of law.

“**Authorized User(s)**” means (i) employees, staff, representatives or agents of Client including educators and practitioners, (ii) Client’s contractors who are not competitors of Rethink, (iii) Client’s students for whom Client secures consent as set forth in Section 3.3, or (iv) parents, guardians or caregivers of students, in each case as permissioned by Client to use the Services and solely to effectuate the rights granted to Client hereunder in accordance with the terms of this Agreement.

“**Charge Matrix**” means the applicable standard of measurement for determining the permitted Use and calculating the Fees due for the Services as set out in Exhibit A.

“**Client Content**” means any content, including information, reports, charts, notes and communications, in any format or medium, that are either generated by Client via the Services or that are shared over or as part of the Services by Client.

“**Client Data**” means any and all data and information, including Personal Data and Client Content: (i) entered, uploaded, submitted, shared, posted, displayed, collected, derived on or via the Services by Client or on its behalf, (ii) generated by the Services or Rethink in connection with this Agreement, or (iii) described in Exhibit A.

“**Confidential Information**” means any non-public, proprietary information obtained by a party (“**Receiving Party**”) whether in oral, written, demonstrative, graphic, electronic, machine readable, or in other tangible or intangible form, that relates to past, present or future products, services, marketing, research, development or business activities of the disclosing party (“**Disclosing Party**”) or its Affiliates or their respective employees, customers or suppliers, including, without limitation, Personal Data, software, APIs, databases, data models, processes, techniques, methods, methodologies, present and future inventions, discoveries, developments, trade secrets, formulas, ideas, concepts, know-how, designs, and information technology, and any analyses, compilations, studies or other documents prepared by the Disclosing Party that contain or otherwise reflect such information.

“**Exhibit A**” means Exhibit A to this Agreement and any and all schedules, attachments and appendices thereto, that set out additional details pertaining the Services and payments, including, purchase orders and price quotes.

“**Implementation Services**” means the interfacing or integration of the Online Platform Service with Client’s systems and/or with certain Third Party Services, via API, a plug-in, or other methods, as set out in Exhibit A.

“**IPR**” means intellectual property rights in and to patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (regardless of registration, and including applications for registration), know-how, moral rights, trade secrets, confidential and proprietary information, all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world now existing or hereafter arising.

“**Online Platform Services**” means the RethinkEd Online Platform residing on <https://www.rethinkd.com/> or on any successor Web page, the RethinkEd mobile App, and any functionality and Rethink Content provided on or through the platform or App.

“**Professional Development Services**” means Rethink’s professional development suite comprised of training modules, including Rethink Content and delivered to designated Authorized Users via on-demand, on-site and virtual models, as set out in Exhibit A.

“**Rethink Content**” means any content, including editorial, news, research, business and other data and information, in any format or medium (e.g. text, image, video), that originates in Rethink or that is sourced by Rethink and is made available as part of the Services.

“**Services**” means the Online Platform Services, Professional Services and Implementation Services as set out in Exhibit A.

“**Third Party Services**” has the meaning set forth in Section 10.

“**TOU**” means the terms of use posted on the URL <https://www.rethinkd.com/pages/TermsOfUse#p1> as amended from time to time, that are incorporated by reference to this Agreement. All references in the TOU to “you” shall apply to Client and Authorized Users accessing the Services.

2. RIGHT OF USE

2.1. **Right of Use.** Conditioned upon Client’s compliance with the terms and conditions of this Agreement, including the payment of Fees, Rethink grants to Client and its Authorized Users a subscription-based, limited, non-exclusive, non-transferable, non-sublicensable right, during the Term, to access and use the Services (collectively “**Use**”) solely: (i) to perform the functions set out in Exhibit A, (ii) to review the Rethink Content set out in Exhibit A, (iii) for its internal business purposes, and (iv) within the applicable Charge Matrix. Client may use the functionality of Services to download and print a reasonable number of copies of reports and Rethink Content to which Client properly gained access, for its internal business purposes, provided that Client maintains all proprietary notices on all such copies.

2.2. **Additional Use Restrictions.** Client will not Use the Services or permit Authorized Users or any third party to use the Services in any manner not expressly authorized by the Agreement or the TOU. Without limiting the generality of the foregoing, Client shall not, except as the Agreement expressly permits: (a) modify, distribute, transmit, display, perform or create derivative works from or based on the Services or any components thereof, (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available, whether or not as “paid for” service, and regardless of the method of dissemination, the functionality or any component of the Services to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, hosting, cloud, or other technology or service, (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code of the Services, (d) use manual process, automatic device or application or extraction tool to access, monitor, use, download, retrieve, index, extract, scrape, or data mine, (e) copy, frame, mirror, or in any way reproduce or circumvent the navigational structure or presentation of the Services or any component thereof or otherwise defeat, bypass, or circumvent any

other protections of Rethink's IPR in the Services, (f) bypass or breach any security device or protection used by the Services or otherwise access or use the Services other than by an Authorized User, (g) input, upload, transmit, activate or otherwise provide to or through the Services any Malware, (h) damage, destroy, deface, disrupt, disable, impair, interfere with, or otherwise disrupt impede, overburden or harm in any manner the Services or Rethink's provision of products and services to any person or entity, (i) remove, delete, alter, or obscure any trademarks, copyright and attribution notices, warranties, or disclaimers, or any other IPR notices from the Services or any component thereof, (j) access or use the Services in any manner or for any purpose or that infringes, misappropriates, or otherwise violates IPR or other rights of any person or entity, or that otherwise violates any Applicable Law, (k) generate, upload or share Client Content that is defamatory, obscene, promotes bigotry, racism, misogyny, religious or ethnic hatred or is otherwise libelous, unlawful, or tortious, including stalking, harassing, or threatening others with violence or abuse and transmitting abusive commercial solicitation, such as "junk" messages, spam and pyramid schemes to other users of the Services, (l) access or use the Services for purposes of monitoring their availability, performance or functionality, or for benchmarking against third-party services or competitive analysis of the Services, or for the development, provision, or use of a competing service or any other purpose that is to Rethink's detriment or commercial disadvantage, (m) access or use the Services in, or in association with, the design, construction, maintenance, or operation of any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage, or (n) otherwise access to or Use the Services beyond the scope of the Use granted hereunder.

2.3. **Monitoring.** While Rethink is under no obligation to do so, it may, in its sole discretion, and without further notice, monitor, and investigate Client and Authorized Users' access to and Use of the Services, if Rethink believes it is reasonably necessary to: (i) comply with any Applicable Law, including requests by law enforcement or government agencies, (ii) to respond to notices of alleged infringement in accordance with Rethink's copyright policy, (iii) to verify compliance with the Agreement, or (iv) to protect the rights, property or safety of Rethink, Client, Authorized Users and the public.

3. ACCESS TO SERVICES

3.1. **Authorized Users.** Client acknowledges that Authorized Users' acceptance of the TOU is a condition to their access to and Use of the Online Platform Services. Any violations of the Use restrictions herein and the TOU by Authorized Users shall constitute a violation by Client.

3.2. **Access Credentials.** Authorized Users may access the Services by using credentials issued by Client. Client shall ensure that access credentials (e.g. login IDs, passwords) shall be kept secure and confidential and shall provide Authorized Users with appropriate instructions and precautions to do the same. Client shall notify Rethink promptly upon becoming aware that access credentials are disclosed to any unauthorized third party or otherwise compromised. RETHINK SHALL NOT BE RESPONSIBLE FOR ANY MISUSE OF CLIENT OR AUTHORIZED USERS' INFORMATION RESULTING FROM THEIR FAILURE TO SECURE THEIR ACCESS CREDENTIALS.

3.3. **Student Access.** Client is solely responsible to secure legally binding consent from the parent or a guardian of a student or otherwise in compliance with Applicable Laws to allow such student to access and use the Online Platform Services.

3.4. **Access Tiers.** Client is solely responsible for designating access tiers to Client Data over the Services and assigning access levels (e.g. full/partial admin rights, view-only, etc.) to Authorized Users including differentiating the usage levels based on the roles of the Authorized Users and the sensitivity of Client Data. CLIENT SHALL ASSIGN ACCESS RIGHTS TO AUTHORIZED USERS IN COMPLIANCE WITH ALL APPLICABLE LAWS. RETHINK SHALL NOT BE RESPONSIBLE

FOR ANY CONSEQUENCES RESULTING FROM CLIENT'S ASSIGNMENT OF ACCESS RIGHTS TO AUTHORIZED USERS.

3.5. **API.** When access to the Services requires an API, Rethink will provide an API key subject to Client's compliance with the terms herein. Client shall not share with or disclose the API key to any third party.

4. SERVICE CHANGES, DELIVERY AND SUPPORT

4.1. **Service Changes.** Client acknowledges that Services features and capabilities may be modified by Rethink including the removal, replacement, and substitution of features or components thereof. Rethink in its discretion, will inform Client of such modifications either by email, support portal, release notes, pop-up alerts, updated documentation or otherwise. If Client establishes that a modification materially and adversely diminishes the value of the Service, Client may terminate its subscription to the affected Services or portion thereof, by providing a written notice to Rethink within thirty (30) days following receipt of Rethink's notice.

4.2. **User Support and Service Levels Commitments.** User support and Service level commitments for the Online Platform Services are set out in Exhibit B.

4.3. **Rethink Subcontractors.** Rethink may utilize third parties, including its affiliates ("Subcontractors") in the performance of its obligations and Services and will be responsible for any violations of this Agreement by them.

5. PAYMENTS AND REPORTING

5.1. **Fee Adjustment.** Taking into account the evolution of Rethink's products and services and the ongoing maintenance and enhancements thereof, and unless otherwise agreed in Exhibit A, at the commencement of each renewal of the Agreement, the Fees may increase to Rethink's then prevailing rates.

5.2. **Scope Changes.** In the event Client wishes to broaden the scope of Services, the Parties shall execute a new Exhibit covering such additional items. The Parties may agree to adjust the Term of the Agreement and accordingly pro-rate the applicable Fees with respect to such additional items to bring into conformity the billing cycle with respect to all items licensed hereunder. All such adjustments shall be set forth in the applicable Exhibit.

5.3. **Taxes.** Each Party will pay all applicable taxes in any jurisdiction arising by reason of its performance of its obligations as set forth in this Agreement, including, without limitation, any sales or use taxes and all taxes based upon its net income, gross receipts or assets and all payroll taxes with respect to its employees.

5.4. **Expiration/Termination.** The termination or expiration of the Agreement shall not relieve Client from any payment obligations with respect to Fees accrued during Term, whether or not Client was billed for such Fees during such Term or thereafter.

5.5. **Usage Overages and Reporting.** Client will monitor its own use of the Services and report to Rethink all Use in excess of the Charge Metrics. If the actual Use of the Services during the applicable measurement period exceeds the permitted Charge Metric limitations, Client will be charged for the overage. Client shall supply any usage reports that are reasonably necessary for Rethink to verify that the restrictions on the access and Use have been observed.

6. CONFIDENTIALITY

6.1. **Standard of Care.** The Receiving Party shall preserve the Confidential Information of the Disclosing Party in confidence. The Receiving Party shall maintain, at a minimum, the same precautions and standard of care to which a reasonable person in such business would use to safeguard Confidential Information of its own and its clients or suppliers. Other than as permitted hereunder, the Receiving Party shall not, without first obtaining the other Party's written consent, disclose to any person, firm or organization, or use for its own benefit, Confidential

Information, during the Term of this Agreement and thereafter.

6.2. **Limited Disclosure.** The Receiving Party may disclose Confidential Information on a need-to-know basis to its authorized employees, contractors, agents, auditors, counsel and other representatives performing services for its benefit, solely as required for it to enjoy the benefits conferred by this Agreement and for the Parties to perform their respective obligations. All such Receiving Party's representatives receiving Confidential Information, shall be bound by non-disclosure obligations consistent with this Agreement and the Receiving Party shall be responsible for any violation by such representatives of the confidentiality obligations set forth herein.

6.3. **Legal Requirement.** If Confidential Information is required to be disclosed by law, regulation or court order by either Party, such disclosure shall be permitted to the extent legally required, provided that to the extent legally permissible, the Disclosing Party is given reasonable prior notice by the Receiving Party to enable it to seek a protective order or confidential treatment prior to such disclosure by the Receiving Party.

6.4. **Scope Limitation.** Confidential Information (other than Personal Data), does not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party who is not bound by a confidentiality agreement with the Disclosing Party, (iii) was known to the Receiving Party or in its possession prior to the date of disclosure by the Disclosing Party, (iv) is furnished by the Disclosing Party to the Receiving Party with written permission to disclose, or (v) is independently developed by the Receiving Party without reference to or use of Confidential Information.

7. RETHINK PROPRIETARY RIGHTS

7.1. **Rethink Ownership.** As between the Parties, all right, title and interest, including all IPR in Rethink's products and services, including the Services and any components thereof and any Statistical Information are and shall remain the sole and exclusive property of Rethink.

7.2. **Marks.** Client shall not use Rethink or its affiliates' trade names, trademarks and service marks, alone or in connection with any other words(s) or logo(s) without Rethink or its affiliates' advance written consent and if such consent is granted all uses thereof shall inure solely to the benefit of Rethink and its affiliates and Client shall acquire no right, title or interest therein or goodwill associated therewith and shall refrain from impairing Rethink and its affiliates' rights therein.

7.3. **Statistical Information.** Rethink may derive and compile, either manually or automatically, Statistical Information related to the performance, operation and use of the Services by Client, and use such Statistical Information for its business purposes, including for operations management, for research and development and for sharing with its Subcontractors, Third Party Providers and other relevant parties (e.g. educational assessments organizations). "**Statistical Information**" means analytics, statistical and other information related to and derived from the performance, operation and use of the Services, in an anonymized form and aggregated with other similar data such that it cannot be reverse engineered or otherwise manipulated to determine the source thereof or to arrive to Personal Data.

7.4. **Reservation of Rights.** Client shall not use or exploit Rethink products and services in any manner, except as expressly permitted in this Agreement. All rights not expressly granted to Client herein are reserved by Rethink. There are no implied licenses to Rethink products or services, including the Services or other IPR of Rethink.

8. CLIENT DATA

8.1. **Client Data Ownership.** As between the Parties, Client Data and all right, title and interest therein and thereto are and shall remain the sole and exclusive property of Client.

8.2. **Client License Grant.** Client grants to Rethink and its Subcontractors a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display, distribute, and otherwise process any and all Client Data, in any form or medium, solely as is reasonable or necessary for Rethink to perform or provide the Services.

8.3. **Client Responsibility.** Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Client Data. Client has obtained and will continue to obtain all rights, consents, permissions and approvals necessary for Rethink to use the Client Data in the provision of Services as contemplated hereunder, including to share Client Data with third party providers of Client per Client's instructions (e.g. IEP providers, platform providers, etc.). Client shall ensure that all Personal Data provided hereunder is in accordance with Applicable Law and entered and stored only in forms and/or fields that are specifically designated for such information. Client is solely responsible for any backup, recovery or other steps required to ensure that Client Data is recoverable in the case of data loss and as such shall back up Client Data on a regular basis.

8.4. **Personal Data.** Client Data may include information pertaining to individuals that is referred to as "personal data", "personally identifiable information", "personal information", "personal health information" or other reasonably equivalent terms within the scope of Applicable Laws relating to or impacting privacy, data security and processing of personal data ("**Personal Data**"). Rethink's Privacy notice is posted on <https://www.rethinked.com/pages/TermsOfUse#p0> and describes the types of Personal Data that are collected under the Agreement, the processing activities involved, data protection features, and retention, return and disclosure of Personal Data. Rethink may update the privacy notice from time to time.

9. INFORMATION SECURITY

9.1. **Safeguards.** Rethink follows current industry standard security standards and implemented technical, physical and administrative policies, procedures, practices and measures necessary to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Client Data residing on Rethink's systems, including the standards forth on <https://www.rethinkfirst.com/home/infosec> as updated. For clarification, the aforementioned security standards apply only to Rethink Services and not to Third Party Services.

9.2. **No Malware.** Rethink applies reasonable processes and technologies to prevent the Services (including any related transmission of electronic files) from containing any viruses or any other contaminants (including codes, commands, instructions, devices, techniques, bugs, web bugs, or design flaws) that access (without authorization), alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down computer systems, networks, infrastructures, devices, websites, databases, software or other data or property ("**Malware**") and will not knowingly insert any such Malware into the Services.

10. THIRD PARTY SERVICES

10.1. **Third-Party Services and Products.** The Services may require the utilization of or integration with products, services and data ("**Third Party Services**") set out in Exhibit A and made available by third parties ("**Third Party Providers**"). Such Third Party Services may be provided either via the Services or directly by such third party to Client.

10.2. **Third Party Terms.** Client may be required, as a condition to the provision of certain Services, to enter into a direct agreement or terms of use with a Third Party Provider in which case, upon Rethink's request, Client shall provide Rethink with copies of such Third Party Provider's approval of Client's access. Terms and conditions imposed on Client by a Third Party Provider do not amend the terms herein as between Rethink and Client. Unless otherwise indicated in Exhibit A, Client shall be responsible for its use of Third Party Services and all costs and fees associated with the Third Party Provider agreements.

10.3. Errors and Delays. This Agreement does not cover Third Party Services and Client acknowledges that Third Party Providers do not warrant that the provision of products and services will be uninterrupted, error free, timely, complete or accurate, nor do they make any warranties as to results obtained from their use, any decisions made or actions taken in reliance thereupon or as to the performance thereof. Therefore, Rethink shall not be liable to Third Party Services accessed or provided through or as part of the Services.

10.4. Cessation of Services. If (i) a Third Party Provider ceases to make its products or services available to Rethink or requires Rethink to suspend or terminate the provision of all or any part of the Third Party Services, or (ii) Rethink ceases to source or integrate with Third Party Services, then Rethink may suspend or terminate provision of such Third Party Services without any liability to Rethink.

10.5. Third Party Links and Resources. The Services may include third-party resources, or links to third-party websites. Rethink is not responsible for the content, products, or services available from those resources or websites. Client assumes all risk arising from Client use of any third-party resources or websites.

11. REPRESENTATIONS, WARRANTIES & DISCLAIMERS

11.1. Mutual. Each Party represents and warrants as to itself that: (i) it has the authority and all necessary rights, licenses and approvals to enter into, to grant the rights and perform the duties and obligations described in this Agreement, (ii) the performance of its obligations hereunder does not conflict with any other agreement either signed or contemplated, and (iii) the performance of its obligations hereunder shall be in compliance with all Applicable Laws.

11.2. No Medical Advice. The Services do not provide medical advice and are not intended to constitute: (i) the practice of medicine or the provision of health care diagnosis or treatment, (ii) the creation of a physician-patient or clinical relationship, or (iii) an endorsement, recommendation or sponsorship of any medical product or service by Rethink or its affiliates or any of its or their officers, directors, employees, agents, representatives or providers. Additionally, the Services should not be used to attempt to diagnose a medical condition or to assess the stage or any medical aspect of any person diagnosed with a medical condition. All content included in the Services is provided for informational and educational purposes only and is not intended to substitute medical professional advice and should not be relied upon as medical advice or professional advice for any reason.

11.3. Client's Professional Staff. RETHINK CONTENT IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUBSTITUTE MEDICAL OR PROFESSIONAL ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR THE PERFORMANCE OF ITS EMPLOYEES AND STAFF (INCLUDING EDUCATORS AND PRACTITIONERS) INCLUDING FOR HIRING, TRAINING, CERTIFYING, SUPERVISING, SCHEDULING AND TERMINATING THEM.

11.4. Disclaimers. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, RETHINK: (i) DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE (WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED), WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED INDEMNIFICATION OBLIGATIONS, OR OTHER WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM, WITH RESPECT TO ANY ASPECTS OF RETHINK PRODUCTS OR SERVICES AND ANY COMPONENTS THEREOF OR THEIR USE IN CONJUNCTION WITH CLIENT DATA OR THE OUTPUT OR RESULTS OBTAINED

FROM SUCH USE, ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE THEREUPON OR AS TO THE PERFORMANCE THEREOF (WHETHER PERFORMED IN WHOLE, PART OR NOT AT ALL), (ii) DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF RETHINK PRODUCTS OR SERVICES OR ANY COMPONENTS OR OUTPUT THEREOF OR THAT THEY WILL BE ERROR FREE OR FREE FROM MALWARE OR OTHER INFIRMITY OR CORRUPTION AND THEREFORE, NONE OF RETHINK OR ITS PROVIDERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN, AND (iii) PRODUCTS AND SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND CLIENT'S USE THEREOF IS AT CLIENT'S OWN RISK.

12. INDEMNIFICATION

12.1. By Rethink. Rethink shall, at its sole cost and expense, indemnify, defend and hold harmless the Client Indemnitees from and against all Losses, incurred or suffered as a result of third party Claims arising out of or in connection with: (i) infringement or violation of IPR resulting from the permitted use of the Service by the Client, or (ii) violation of Applicable Law or gross negligence or willful misconduct.

12.2. Process. The indemnified Party shall provide the indemnifying Party with prompt written notice and copies of relevant documentation regarding any claim or action for which indemnification may be sought. Failure by the indemnified Party to give such notice to the indemnifying Party shall not relieve the indemnifying Party of its indemnification obligation under this Agreement except to the extent that such failure materially disadvantages the indemnifying Party. If the indemnifying Party fails to appoint an attorney within ten-(10) business days after it has been notified in writing of any such claim or action, the indemnified Party will have the right to select and appoint an attorney and the reasonable cost and expense thereof will be paid by the indemnifying Party. The indemnifying Party shall control the defense of any such claim, provided however that it shall not settle, compromise or consent to the entry of any judgment, unless such settlement, compromise or consent includes an unconditional release of the relevant indemnitees from all liability arising out of such claim or action, and is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the relevant indemnitees or otherwise adversely affect any of them. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense thereof at the indemnifying Party's expense.

12.3. Additional Actions by Rethink. Without limiting either Party's indemnification obligations, if Rethink's products or services are enjoined for any reason or if Rethink believes they may be enjoined then Rethink shall have the right, at its own expense and in its sole discretion, to take action to: (i) to procure the right to continue using the product or service or any parts thereof, (ii) to modify the product or service as applicable, or any parts thereof or re-direct the manner in which it is used such that it becomes non-infringing, or (iii) to replace the product or service or any parts thereof, as applicable with non-infringing materials, or if none of the foregoing is commercially reasonable, terminate the Agreement and refund on a pro-rata basis of the Fees paid by Client for the period such product or service was not available or usable.

13. LIMITS ON LIABILITY

13.1. Damages Waiver. IN NO EVENT, SHALL RETHINK OR ITS AFFILIATES BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

13.2. Cap. EXCEPT FOR CLAIMS ARISING UNDER OR RELATED TO INTELLECTUAL PROPERTY INDEMNIFICATION

OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR DEATH OR BODILY INJURY, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF RETHINK OR ITS AFFILIATES FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED, IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CLIENT TO RETHINK DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

14. TERM AND TERMINATION

14.1. Agreement Term. This Agreement “- Term should be 1 year without automatic renewal. Renewal is subject to approval by the DeKalb County School District

14.2. Termination for Material Breach. In the case of a material breach of any of the terms of this Agreement, the non-defaulting Party may terminate this Agreement with thirty (30)-days prior written notice and an option to cure to the defaulting Party.

14.3. Termination Due to Change in Applicable Law. Rethink may terminate this Agreement immediately following a change in Applicable Law if it determines in its sole reasonable discretion that such termination is required to comply with Applicable Law or that compliance with the modified Applicable Law (including the costs to comply) will materially adversely impact it or its ability to perform under the Agreement.

14.4. Suspension. Rethink may suspend Client or Authorized Users’ Use of the Services or remove or block any Client Data without liability (i) if there is a significant threat to the functionality, security, integrity, or availability of the Services, (ii) if Rethink reasonably believes that the Services are being used in violation of the Agreement or Applicable Law, (iii) if requested by a law enforcement or government agency or otherwise to comply with Applicable Law, or (iv) to protect the rights, property and safety of Rethink, Client, Authorized Users and the public, or as otherwise specified in the Agreement. Client Data may be unavailable to Client or Authorized Users during a suspension. Rethink will use commercially reasonable efforts to give Client notice of a suspension unless Rethink determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Rethink or its customers. Rethink will use commercially reasonable efforts to lift the suspension promptly after it determines that the issue causing the suspension has been resolved. Any suspension under this Section shall not excuse Client from its payment obligations unless the events giving rise to the suspension were not substantiated, in which case Client is not obligated to pay for the period the Services were suspended on a pro rata basis.

14.5. Effect of Termination/Expiration. Upon termination or expiration of this Agreement, Client shall, unless otherwise instructed by Rethink immediately terminate all access to Rethink Services and all components thereof and cease any use thereof and promptly and not later than thirty (30) days following termination, destroy, and remove from its systems, all versions and copies of Rethink Services including backup materials, except to the extent Client is required to retain such information to comply with regulatory record keeping requirements. To the extent Client Data is hosted, stored or retained by Rethink, upon termination of this Agreement, Rethink shall promptly, and not later than thirty (30) days following termination, destroy, and remove from its systems, all versions and copies of the Client Data including backup material. Not later than thirty (30) days from termination, if so directed by the Disclosing Party, the Receiving Party shall return (in a format requested by the Disclosing Party by a secure file transfer) or destroy all Confidential Information, and upon request certify, in writing, the accomplishment of the obligations set forth in this Section 14.4. Notwithstanding the foregoing, to the extent Rethink is either required to retain Confidential Information, including Client Data to comply with regulatory record keeping requirements or where applicable, to ascertain the completion of certain Services post-termination or expiration, Rethink may retain such information for the required duration, provided that it shall limit its retention to the minimum number of copies and apply

same protections set forth herein.

15. PUBLICITY. In recognition of the pricing provided under the Agreement, Client shall (subject to its reasonable right to review and approve) (i) allow Rethink to include a brief description of Services provided to Client in Rethink’s promotional materials, (ii) allow Rethink to make reference to Client in case studies, ROI analyses, white papers and related marketing materials, (iii) serve as a reference to Rethink’s potential clients, (iv) provide interviews to the news media and provide quotes for press releases, (v) make presentations at conferences, upon Rethink’s reasonable request and at Rethink’s cost, and (vi) use the Client’s marks product literature, press releases, social media and other marketing materials, subject to Client’s use guidelines. Client hereby consents to the receipt of marketing communications from Rethink.

16. FORCE MAJEURE. Any delays in or failure of performance by Rethink shall not be considered a breach of this Agreement if such delay or failure is caused by acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), embargoes, strikes, labor disputes, riots, fire, floods, earthquakes, wars (declared or undeclared) or other military action, terrorism, sabotage, epidemics, pandemics, state of emergency, lockdowns, travel bans, or other causes beyond Rethink’s reasonable control.

17. MISCELLANEOUS

17.1. Assignment. Client shall not assign, novate or otherwise transfer this Agreement nor any rights granted hereunder whether voluntarily or by operation of law or through change of control, including by way of sale of stock, assets, merger or consolidation or otherwise (collectively “Assignment”) without the prior written consent of Rethink, which consent shall not be unreasonably withheld. Any assignment contrary to these provisions shall be null and void and of no legal effect. Subject to the foregoing, this Agreement shall be binding upon the Parties and their respective legal successors and permitted assigns.

17.2. Independent Contractor. Rethink and Client are independent contractors with respect to each other and nothing herein shall create an association, a joint venture, partnership or other agency relationship between them.

17.3. Equitable Relief. In the event of a breach or threatened breach by the provisions of this Agreement pertaining proprietary rights and confidentiality obligations, the injured Party may have no adequate remedy in money or damages and, accordingly, may seek an injunction or other equitable remedy against such breach. Nothing herein shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of a provision of this Agreement.

17.4. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof, and supersedes all prior discussions, proposals and agreements between them relating thereto.

17.5. Order of Precedence. In the event of a conflict between the GTC and an Exhibit, the terms of the Exhibit shall prevail. In the event of a conflict between the TOU and the Agreement, the Agreement shall prevail. In the event of a conflict between the terms of the Agreement and the Rethink privacy notice, the latter shall prevail with respect to the treatment of Personal Data.

17.6. Amendment. This Agreement may only be modified or amended in a writing, which makes express reference to this Agreement and is signed by a duly authorized representative of each Party. No other act, communication, representation, document, usage custom or practice shall be deemed to modify or amend this Agreement.

17.7. Construction. The word ‘including’ shall be deemed to mean ‘including but not limited to’ unless expressly set forth to the contrary. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to the Agreement as a whole, including the Exhibits, and any web pages incorporated by reference, and any and all attachments and

appendices hereto, as the same may be amended or supplemented, and not to any subdivision contained in the Agreement unless expressly stated to the contrary. Neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. Terms denoting persons shall include legal entities and vice versa. Terms having well-known technical or trade meaning (e.g. "terms of art") shall be used in accordance with such recognized meanings. When used in the context of a series of items the word "or" will be construed such that the series may include any of the items, all of the items, or any combination of the items. Where any provision in this Agreement refers to an action to be taken by a Party, or which such Party is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Party.

17.8. No Waiver. No failure or delay on the part of neither Party in the exercise of any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

17.9. Severability. In the event that any court having competent jurisdiction over the interpretation of this Agreement shall finally determine that one or more of the provisions contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and, as so limited or restricted, shall remain in full force and effect. In the event that any such provision or provisions shall be deemed wholly unenforceable, such provision shall be deemed deleted from this Agreement, and the remaining provisions shall remain in full force and effect. Any such judicial interpretation requiring limitation or deletion of a provision shall be valid only in the jurisdiction in which

such interpretation is made.

17.10. Notices. Notices shall be considered given on the date of receipt, if delivered by hand, overnight courier or, if sent by electronic means, upon receipt of confirmation or a reply which includes the original message, and six (6) days after the date of mailing, if mailed postage paid. Notices shall be given to each Party at its address and marked to the attention of the person set forth below. A Party may change any such address by delivery of written notice to the other Party.

17.11. Governing Law. 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 Fulton County, GA and the applicable law is Georgia law.

17.12. Survival. The provisions of the Agreement that by their nature extend beyond the termination of the Agreement, will survive the termination of the Agreement, including but not limited to the following Sections: 1, 5.4, 6, 7, 10, 11.2, 11.4, 12 13, 14.5, and 17.

17.13. No Presumptions. In construing the terms of this Agreement, no presumption shall operate in either Party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

17.14. Headings. Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

17.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

The Parties acknowledge that they have read this Agreement, there is due consideration and that they agree to be bound by its terms. Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

RETHINK AUTISM, INC.

[CLIENT]

By: *Diana Frezza*
Name: Diana Frezza
Title: EVP Education
Date: 11/14/2024

By: _____
Name: _____
Title: _____
Date: _____

RETHINK NOTICE PARTY

CLIENT NOTICE PARTY

Rethink Autism, Inc
49 W. 27th St., 8th Fl. New York, NY 1000
E-mail: LegalNotices@rethinked.com
Tel: 646.257.2919

[Client]
[Notice Party]
[Title]
[Address]
[E-mail:]
[Tel:]

SERVICE DESCRIPTION & CHARGE MATRIX



Company Address 49 West 27th Street, Floor 8,
New York, NY 10001
USA

Quote Number 00005104
Created Date 10/11/2024
Expiration Date 10/31/2024

Rethink			
Subject:	Price Quote For Review	Contact Name	Brandy Woolridge
Prepared By	Megan Hartman	Account Name	DEKALB CO SCHOOL DISTRICT - GA
Email	megan.hartman@rethinked.com		
Phone	(561) 356-3086		

Thank you for taking the time to engage with Rethink and to learn how our solutions can meet the needs of your staff and students. As promised, I have created a quote outlining the products and services that we discussed during our recent meeting.

Please feel free to contact me if you have any questions

Contract Dates			
Order Start Date	11/1/2024	Order End Date	11/1/2025

Details	
Details	Access to the RethinkEd Wellness and Mental Health digital platform for all students in grades 9-12. Annual contract with option to renew.

Quote Line Items			
Product	Quantity	Sales Price	Total Price
Rethink Wellness Bundle Student Access	26,251.00	\$3.80	\$99,753.80
Grand Total		\$99,753.80	

ONLINE PLATFORM SERVICES
SUPPORT AND SERVICE LEVEL COMMITMENTS

Definitions

“**Scheduled Maintenance**” means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities to be conducted during off-peak times, notified in advance to Client by posting on the Online Platform Services.

“**Causes Not Attributable to Rethink**” means incidents that are outside the direct control of Rethink or not attributable to Rethink, including but not limited to: (i) outages, delays or failures by Third Party Providers to provide products or services to Rethink or Client, including network connectivity, (ii) use of the Service by Client that deviates from any operating procedures or maintenance protocols established by Rethink or in a manufacturer or Third Party Provider’s specifications, including for example with respect to the operation of the Service by Client with media, hardware, software or telecommunication interfaces, (iii) attempted or actual modification or alteration of the Service undertaken by Client or others under Client’s control without Rethink’s consent, (iv) issues arising out of Client’s internet connectivity or Client’s hardware software and network, (v) Client’s failure to comply with the terms of the Agreement or other reasonable instructions of Rethink, which failure results in Rethink’s inability to provide support hereunder, (vi) failure by Client to respond to any action plan provided by Rethink pursuant to a support call by Client or in connection with any Scheduled Maintenance, (vii) errors, including programmatic errors, caused by Client or by others under Client’s control, or (viii) Force Majeure.

Support Obligations

Rethink will provide a toll-free phone number (for U.S. calls only) and email.

Phone support will be available Monday–Friday from 8:00 a.m. to 5:00 p.m. EST

Rethink will notify Client of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Online Platform Service and/or by a voicemail greeting.

In addition, to any other Client’s obligations set forth in the Agreement, Client shall: (i) adhere to Rethink specifications, recommendations and requirements, (ii) cooperate with Rethink for incident resolution. This may include making logs and or resources available, recreating issues as requested and running network traces as well as appropriate communication and acknowledgement of receipt of any information, all in a timely manner, (iii) cooperate with Rethink to carry out any mutually agreed upon action plan provided by Rethink pursuant to a support call by Client or in connection with any Scheduled Maintenance, (iv) notify Rethink ahead of time of any changes to Client’s systems, data or usage that might reasonably be expected to impact the delivery of the Service by Rethink.

Uptime Commitment

Rethink will use commercially reasonable efforts that the Online Platform Service will be functional and accessible by Client 99.00% of the time, measured on a monthly basis, excluding Scheduled Maintenance and Causes Not Attributable to Rethink (“**Uptime**”). Rethink’s failure to meet the Uptime commitment shall not be deemed a “material breach” under the Agreement, unless there is a persistent and systematic failure by Rethink during a period of three (3) consecutive months. Client shall provide prior written notice to Rethink of its intention to assert any remedies under the Agreement, and shall allow Rethink reasonable time to resolve any issues or concerns Client may have in connection in accordance with the terms of the Agreement.

RETHINK SHALL NOT BE RESPONSIBLE FOR SERVICE ISSUES RESULTING FROM CAUSES NOT ATTRIBUTABLE TO RETHINK.