



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

01/28/2025

Customer: **Order Form Details:**

Dekalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, Georgia, 30083
United States

Account Manager: Kevin Castillo
Sale Type: Renewal
Quote Currency: USD

Contact: Glenn Melendez

Title:

Phone:

Email: glenn_melendez@dekalbschoolsga.org

Pricing Overview **Amount**

Annual Recurring Fees **\$614,952.42**

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Year 1			
Absence & Substitute Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$58,217.75
Employee Evaluation Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$162,180.92
Human Capital Management - Recruiting & Hiring Bundle	7/01/2025	6/30/2026	\$207,855.76
Professional Learning Management, unlimited usage for internal employees	7/01/2025	6/30/2026	\$186,697.99



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Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



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Invoicing Schedule	Due Date	Amount
Year 1		\$614,952.42
Absence & Substitute Management, unlimited usage for internal employees	7/31/2025	
Employee Evaluation Management, unlimited usage for internal employees	7/31/2025	
Human Capital Management - Recruiting & Hiring Bundle	7/31/2025	
Professional Learning Management, unlimited usage for internal employees	7/31/2025	



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Pricing Overview **Amount**

Annual Recurring Fees **\$152,312.25**

Annual Recurring Fees Itemized Description **Subscription Start** **Subscription End** **Amount**

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Year 1			
Asset Management Subscription, unlimited usage for internal employees	5/06/2025	5/05/2026	\$152,312.25

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Additional Order Form Information

Special Instructions and Additional Terms

This Order is made subject to OMNIA Contract #R240306.

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this [link](#) to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



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Invoicing Schedule	Due Date	Amount
Year 1		\$152,312.25
Asset Management Subscription, unlimited usage for internal employees	6/05/2025	

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01/28/2025

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 550 E. Swedesford Road, Suite 360, Wayne, PA 19087 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 550 E. Swedesford Road, Suite 360 _____ Wayne, PA 19087</p> <p>Email: billing@frontlineed.com</p> <p>Effective Date: _____</p>	<p>Dekalb County School District</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 1701 Mountain Industrial Blvd. _____ Stone Mountain, Georgia 30083</p> <p>Email: _____</p>
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MODIFICATION TO MASTER SERVICES AGREEMENT

This Modification to Frontline’s Master Services Agreement (“Modification”) by and between Dekalb County School District with a business address at 1701 Mountain Industrial Blvd. Stone Mountain, Georgia, 30083 and Frontline Technologies Group, LLC dba Frontline Education (“Frontline”), a Delaware limited liability company, maintaining its principal place of business at 550 E. Swedesford Road Suite 360, Wayne PA. 19087 is entered into as of the date last written below (“the Effective Date”).

Recitals underlying this Agreement

- A. As a condition to use the Frontline Subscription Software or to receive Professional Services listed on Order Form Q-211338 and Q-199596 Client is required to agree to Frontline’s Master Services Agreement, the terms of which are available online at <https://www.frontlineeducation.com/master-services-agreement/>.
- B. Client and Frontline desire to modify the Master Services Agreement as set forth in this Modification.

NOW, THEREFORE, in light of the foregoing recitals, the mutual covenants and obligations contained in this Modification and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Section 2 Invoicing and Payment.**

Section 2 shall be replaced in its entirety with the following language:

All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client’s signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within 30 days of the date of an invoice via check or ACH. Unless the Order Form states otherwise, Frontline reserves the right to increase any of the fees for any Renewal Term by providing notice of such increase to Client at least 30 days prior to the start of such Renewal Term. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline’s income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form.

If the parties agree that Frontline’s personnel are to travel to Client’s facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline’s personnel.

2. Section 10.7 Choice of Law/Venue.

Section 10.7 shall be replaced in its entirety with the following language:

This Agreement shall be governed by the laws of the State of Georgia, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in a federal or state court of competent jurisdiction in the state where the Client is located.

- 3. This Modification is the complete agreement between the parties as to the modification of the Master Services Agreement and replaces any prior oral or written communications between the parties as to any further modification. Unless modified herein, all provisions of the Master Services Agreement not modified hereiuin have been agreed to as written.
- 4. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Modification may only be modified by a written document executed by the parties hereto.
- 5. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed.

“Frontline”

“Client”

FRONTLINE TECHNOLOGIES GROUP
LLC DBA FRONTLINE EDUCATION

DEKALB COUNTY SCHOOL DISTRICT

Authorized Signature

Authorized Signature

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____