

## **MASTER SOLUTION PROVIDER AGREEMENT**

This Master Solution Provider Agreement (the “Agreement”) is entered into as of July 1, 2025 (the “Effective Date”), by and between Step CG, LLC, a Kentucky limited liability company located at 50 E. Rivercenter Blvd, Building 1, Suite 900, Covington, KY 41011 (“Solution Provider”), and STEPCG, a DeKalb Schools corporation located at 1701 Mountain Industrial Boulevard Stone Mountain, GA 30083 (“Customer”). In consideration of the mutual of the mutual obligations and benefits set forth below, Step CG and Customer agree as follows:

### **1. SERVICES; PRODUCTS**

1.1 Customer may purchase products or services from Solution Provider under this Agreement. The products and services to be provided by Solution Provider will be as set forth in a mutually agreed in a order form (“Order Form”). Services requiring additional details will be described in a statement of work (“SOW”), and each SOW will contain: (a) a description of the services and/or products being purchased; (b) the estimated delivery schedule, if applicable; and (c) a description of fees and payment schedule, if any. If applicable, the Order Form or SOW may contain additional terms and conditions that apply to the products and services. An Order Form and SOW may be modified only by the mutual written agreement of the parties. Order Forms and Statements of Work will be governed by and form an integral part of this Agreement.

1.2 In the event Customer purchases third party products and services from or through Solution Provider under this Agreement, such products and services shall be subject to the third party’s standard terms, including, as applicable, sale, license, service and support terms, as provided to Customer by Solution Provider or the third party and as indicated in the applicable Order Form or SOW.

1.3 For all services performed by Solution Provider under this Agreement, Solution Provider shall commit and utilize such resources, as it reasonably considers sufficient to complete the services set forth in an applicable Order Form or SOW. The relationship of Solution Provider to Customer will be that of an independent contractor and neither this Agreement nor the services to be rendered hereunder will for any purpose whatsoever (i) create an employer-employee relationship between Solution Provider or its employees or subcontractors and Customer, or (ii) make Solution Provider an agent of Customer.

### **2. PROPRIETARY RIGHTS**

Each party shall retain ownership of its pre-existing intellectual property and all derivatives, inventions, modifications and improvements thereto, regardless which party created such derivatives, inventions, modifications and improvements. Nothing in this Agreement shall be construed as granting to Customer any rights or license to any third party intellectual property, unless specifically set forth in a SOW. Customer will retain ownership of all Customer data, information, reports, material and documentation provided by Customer to Solution Provider in connection with this Agreement or any SOW hereunder. Unless otherwise set forth in a SOW, all work, deliverables, intellectual property, materials and documentation created and delivered by Solution Provider pursuant to the services under a SOW will be owned by Solution Provider (“Deliverables”), provided that Solution Provider hereby grants Customer a non-exclusive license to use the Deliverables for its internal business purposes.

### **3. FEES; PAYMENT TERMS; TAXES**

Fees for services and products shall be set forth in the Order Form or SOW, and unless otherwise set forth in the Order Form or SOW, payment terms are net thirty (30) days from the date of invoice. If mutually agreed in a SOW, Customer will reimburse Solution Provider for all reasonable travel and related expenses incurred in the performance of services, with such expenses invoiced monthly in arrears. Fees are exclusive of taxes, which shall be itemized on Solution Provider’s invoices, to the extent applicable, and shall be paid by Customer to Solution Provider unless Customer provides a valid tax exemption certificate.

### **4. CONFIDENTIAL INFORMATION**

4.1 Either party may from time to time disclose (the “Disclosing Party”) to the other party (the “Receiving Party”) certain Confidential Information (as hereinafter defined) received from the Disclosing Party. For a period of five (5) years from the termination of this Agreement, the Receiving Party shall protect the Confidential Information received from the Disclosing Party from unauthorized dissemination, using the same degree of care that the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care. The Receiving Party shall use the Confidential Information

received from the Disclosing Party only to accomplish the purpose of this Agreement, and shall limit the disclosure of the Confidential Information received from the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information received from the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if such disclosure is required by law or by the order or a court of similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.

4.2 For purposes of this Agreement, the term "Confidential Information" shall mean: (a) a party's product plans, trade secrets, software, documentation, designs, costs, prices and names; non-published financial information, marketing plans, business opportunities, personnel, research, development or know-how; (b) any other information designated by the Disclosing Party as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in writing within thirty (30) days; and (c) the terms and conditions of this Agreement, including without limitation all Statements of Work and the projects, milestones and fees set forth therein, as well Solution Provider's performance or non-performance of the Agreement; provided, however that "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (ii) is known and has been reduced to tangible form by the Receiving Party at the time of disclosure and is not subject to restriction; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iv) is lawfully obtained from a third party who has the right to make such disclosure; or (v) is released for publication by the Disclosing Party in writing.

4.3 The Receiving Party shall return to the Disclosing Party, or, at the option of the Disclosing Party, destroy and erase all Confidential Information received from the Disclosing Party in tangible form: (a) upon the written request of the Disclosing Party; or (b) upon the expiration or termination of this Agreement, whichever comes first, and in both cases, the Receiving Party shall certify promptly and in writing that it has done so.

## **5. LIMITATION OF LIABILITY; WARRANTIES; DISCLAIMER**

5.1 SOLUTION PROVIDER'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR RELATED TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID TO SOLUTION PROVIDER UNDER THE APPLICABLE ORDER FORM OR SOW GIVING RISE TO THE CLAIM.

5.2 IN NO EVENT SHALL SOLUTION PROVIDER HAVE ANY LIABILITY TO CUSTOMER OR A THIRD PARTY WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR AN ORDER FORM OR SOW (REGARDLESS OF THE FORM OF ACTION, INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY), OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OR PROFITS OR OTHER MONETARY LOSS, OR LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME, EVEN IF SOLUTION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

5.3 Warranties; Remedies; Disclaimer. Solution Provider represents and warrants that it will perform services in a professional, workmanlike manner in conformance with the SOW and will comply with all applicable laws and regulations applicable to its business and the performance of services. In the event Customer notifies Solution Provider in writing of a non-conformity in the services within thirty (30) days of completion of the services, Solution Provider at its expense will promptly remedy the non-conformity. Warranties for products, including third party products, as well as third party services, to the extent applicable, will be set forth in the relevant Order Form or SOW.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE SERVICES OR PRODUCTS PROVIDED HEREUNDER OR TO ANY SOLUTION PROVIDER MATERIALS FURNISHED TO CUSTOMER HEREUNDER OR IN

CONNECTION HEREWITH. SOLUTION PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF SOFTWARE PRODUCTS, WHETHER MADE BY SOLUTION PROVIDER EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY BY SOLUTION PROVIDER FOR ANY PURPOSE.

## **6. TERM AND TERMINATION**

6.1 This Agreement will commence on the Effective Date and, unless terminated in accordance with the terms hereof, will continue for a period of one (1) year and will automatically renew for additional one (1) year periods unless either party notifies the other party of its intention not to renew at least thirty (30) days prior to the end of the then current term; provided, however, that, if a party elects not to renew and there are outstanding Statements of Work being performed at the time of termination, then this Agreement will continue in effect until such Statements of Work have been completed.

6.2 This Agreement may be terminated by either party upon written notice, if the other party breaches this Agreement and fails to cure such breach within thirty (30) days from the date of receipt of such notice from the non-breaching party. In addition, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. Upon termination, Solution Provider will be entitled to payment with respect to charges earned and reimbursable expenses and any other termination related charges as set forth in an Order Form or SOW incurred up to the effective date of the termination. In addition, if the Agreement is terminated by Solution Provider due to Customer's breach, Customer will pay all reasonable costs incurred by Solution Provider that are reasonably required in connection with the orderly cessation of the services, including any fees for which Solution Provider has become committed to the extent it is unable to terminate its commitment without cost or penalty. Notwithstanding the foregoing, orders for third party products and services, as well as managed services provided by Solution Provider, may not be terminated by Customer for convenience.

6.3 Except as otherwise expressly set forth in this Agreement, the provisions of Sections 2, 3, 4, 5, 6.2, 6.3 and 7 shall survive the termination, cancellation or expiration of this Agreement.

## **7. GENERAL**

Customer may not assign, delegate, sublicense or otherwise transfer its rights or obligations under this Agreement without Solution Provider's prior written consent. A waiver of any breach of this Agreement will not constitute a waiver of any future breach of a similar or different nature. If any provision of this Agreement is deemed illegal or unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The headings used in this Agreement are for convenience only and will not create any rights or obligations or affect the meaning or interpretation of this Agreement. This Agreement and all disputes arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, excluding all choice of law provisions, and shall be subject to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Kentucky. Customer acknowledges that products, Deliverables and certain Solution Provider materials may be subject to export controls under applicable export control regulations, including without limitation, the U.S. Export Administration Regulations, and agrees to comply with any such regulations. This Agreement supersedes all other agreements, proposals, representations and other understandings regarding the subject matter of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer or its agent in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement are null and void and will not be binding on Solution Provider. In the event of a conflict between any provision of this Agreement and any applicable Order Form or SOW, the provisions of the Order Form or SOW shall prevail. All notices permitted or required under this Agreement will be sent to the recipient party's address stated above in this Agreement (as may be modified in writing) by certified mail, return receipt requested, or receipted overnight carrier. Alterations or modifications of this Agreement will be valid only if made in a writing signed by both parties. Except as otherwise provided herein, if the performance of any obligation hereunder (other than the making of payments hereunder) is prevented, restricted or interfered with by reason of any event, act or condition beyond the reasonable control of the affected party, the party so affected, upon written notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference.

**STEP CG, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_