

Financial Exhibits

March 4, 2024

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GN - FNCB GENERAL FUND Payment Dates: 02/08/2024 - 02/27/2024

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000040727	02/08/2024	Pennsylvania-American	HS/12/9/23-1/9/24	W St Marys Rd/1/3/24-2/1/24	1,988.16
0000040728	02/08/2024	NEW YORK LIFE	New York Life/Oct/Nov/Dec 2023		9,788.22
0000040729	02/08/2024	UGI Utilities Inc.	10 1st St/12-27-23/1-25-24	Main Rd/12/27/23-1/25/24	4,699.16
0000040730	02/09/2024	School Business Consultants, LLC	monthly management service fee/January 2024	Zoom subscription 2/5/24-3/4/24	7,595.40
0000040731	02/09/2024	UGI Utilities Inc.	HS/12/27/23-1/26/24	W St Marys Rd/12/27/23-1/26/24	4,116.63
0000040732	02/09/2024	United Parcel Service	weekly service charge 2/3/24		29.05
0000040733	02/09/2024	Verizon Wireless	wireless phones/12/27/23-1/26/24		879.71
0000040734	02/09/2024	APPLE TREE EDUCATIONAL ASSOCIATES	Evaluation/Reevaluation for students	Evaluation/Reevaluation for student	4,150.00
0000040735	02/12/2024	AMAZON CAPITAL SERVICES INC	Lyndwood Office Usage		28.52
0000040736	02/12/2024	PP&L	Memorial/12-27-23-1-31-24	Lee Park/Oxford-12/27/23-1-29-24	2,345.00
0000040737	02/12/2024	NEW YORK LIFE	New York Life/January 2024		3,262.74
0000040738	02/15/2024	AMAZON CAPITAL SERVICES INC	Supplies for ATSI After School Programming Jr/Sr High School	Memorial Artist in Residence Program Supplies	1,040.99
0000040739	02/15/2024	BBD LLP	Financial statement audit/year ended 6/30/23		10,000.00
0000040740	02/15/2024	JOYCE CARMODY & MORAN P.C.	Professional Services - January 2024		1,282.50
0000040741	02/15/2024	King Spry Herman Freund & Faul	Legal Fees - 11/2023 - #183898	Legal Fees/December 2023-#184712	7,032.00
0000040742	02/15/2024	PARSS	Conference Registration		295.00
0000040743	02/15/2024	SOUNDTRAP	Soundtrap for Education 50 seats 12 month subscription		349.00
0000040744	02/15/2024	Verizon Cabs	Lyndwood-2/1/24-2/29/24		40.61
0000040745	02/16/2024	AEGIS Digital Systems LLC	speakers		12,153.24
0000040746	02/16/2024	AMAZON CAPITAL SERVICES INC	Items for Memorial		253.61
0000040747	02/16/2024	Pennsylvania-American	10 1st St/1/10/24-2/9/24	219 W St Marys Rd/1/10/24-2/9/24	1,561.58

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

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0000040748	02/16/2024	United Parcel Service	weekly service charge 2/10/24		32.90
0000040749	02/20/2024	Home Depot Credit Services	maint. supplies		783.13
0000040750	02/20/2024	Tractor Supply Company	maint. supplies		59.39
0000040751	02/20/2024	AFLAC	March #038866	February #672380	4,616.96
0000040752	02/20/2024	AFLAC	322331		2,250.24
0000040753	02/21/2024	Frontier	H.G. Fax/2/11/24-3/10/24	H.S. Fire Alarm/2/11/24-3/10/24	168.54
0000040754	02/21/2024	Pennsylvania-American	Lee Park Ave/1/9/24-2/8/24		659.40
0000040755	02/21/2024	UGI Utilities Inc.	1st Colley St HPS Light-1/17/24-2/14/24	Downing St-1/17/24-2/14/24	113.68
0000040756	02/22/2024	KEVIN R BADMAN	hours worked 1/29/24-2/9/24		217.50
0000040757	02/22/2024	ARTHUR L BOBBOUINE	hours worked 1/29/24-2/9/24		150.00
0000040758	02/22/2024	Floyd Bowen	hours worked 1/29/24-2/9/24		2,800.00
0000040759	02/22/2024	FRANCIS THOMAS COLLIS	hours worked 1/29/24-2/9/24		540.00
0000040760	02/22/2024	MICHAEL J FIGMIC III	hours worked 1/29/24-2/9/24		2,712.50
0000040761	02/22/2024	JAMES HOFFMAN	hours worked 1/29/24-2/9/24		375.00
0000040762	02/22/2024	John A Bilski LLC	hours worked 1/29/24-2/9/24		1,505.00
0000040763	02/22/2024	CHRISTOPHER JONES	hours worked 1/29/24-2/9/24		285.00
0000040764	02/22/2024	STEPHEN L MOORE	hours worked 1/29/24-2/9/24		652.50
0000040765	02/22/2024	Joseph Parsnik	hours worked 1/29/24-2/9/24		1,452.50
0000040766	02/22/2024	ROBERT E RYZNER SR	hours worked 1/29/24-2/9/24		660.00
0000040767	02/22/2024	Mark Sadowski	hours worked 1/29/24-2/9/24		140.00
0000040768	02/22/2024	WILLIAM N SPAGNOLA	hours worked 1/29/24-2/9/24		2,756.25
0000040769	02/22/2024	Stephen J Turinski	hours worked 1/29/24-2/9/24		1,505.00
0000040770	02/22/2024	Luzerne County Band	Luzerne County band participants		252.00

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000040771	02/22/2024	Pennsylvania-American	W St Marys Rd/1/11/24-2/9/24		1,146.69
0000040772	02/22/2024	UGI Energy Services Inc.	HS/1/1/24-1/31/24	HS-track & field/1/17/24-2/14/24	11,988.75
0000040773	02/22/2024	District Two PIAA	District Wrestling		144.00
0000040774	02/23/2024	UGI Utilities Inc.	HS/1/1/24-1/31/24	10 St Marys Rd/1/17/24-2/14/24	6,981.08
0000040775	02/23/2024	United Parcel Service	weekly service charge 2/17/24		53.90
0000040776	02/27/2024	Brian Cutter	8th Grade Basketball		250.00
0000040777	02/27/2024	Hampton Inn WillimSPORT	Wrestling - Regions		343.12
0000040778	02/27/2024	MEGAN K SEVENSKI	Life Skills fieldtrip		215.00
0000040779	02/27/2024	Speech Innovations LLC	Speech Therapy -2/1/24-2/23/24		3,510.00
0000040780	02/23/2024	UGI Energy Services Inc.	1st & Colley Sts.-1/16/24-2/14/24	BL2 Main RD-1/17/24-2/14/24	1,799.50
0000040781	02/27/2024	UGI Energy Services Inc.	St Marys Road/1-17-24-2-14-24		1,362.66
0000040782	02/27/2024	Verizon Wireless	service period 1/18/24-2/17/24		18.52
0000040783	02/27/2024	Hanover Area School District	transfer to food service-2-27-24		300,000.00
0000040784	02/27/2024	AMAZON CAPITAL SERVICES INC	Supplies for After School Programs ARP ESSER ATSI HS		872.88
0000040785	02/27/2024	ESS NORTHEAST LLC	Substitute Teachers		85,547.59
0000040787	02/27/2024	CM Regent LLC	COBRA/Collection Invoice		209.00
0000040788	02/27/2024	Dehey McAndrew	Administrative and Compliance Services		0.00
0000040789	02/27/2024	NEPA-SD Health Trust	Medical	Dental	0.00
0000040790	02/27/2024	Dehey McAndrew	Administrative and Compliance Services		9,193.61
0000040791	02/27/2024	NEPA-SD Health Trust	Medical	Dental	344,621.42

* - Non-Negotiable Disbursement

+ - Procurement Card Non-Negotiable

- Payable within Payment

P - Prenote

D - Direct Deposit

C - Credit Card

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Bank Account: GN - FNCB GENERAL FUND Payment Dates: 02/08/2024 -02/27/2024

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards
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10 - GENERAL FUND	865,836.33
Grand Total All Funds	865,836.33
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	(353,815.03)
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	1,219,651.36
Grand Total All Payments	865,836.33

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Bank Account: GN - FNCB GENERAL FUND Payment Dates: 02/28/2024 - 02/28/2024

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards Credit Cards
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000040792	02/28/2024	AEGIS Digital Systems LLC	Camera		416.34
0000040793	02/28/2024	Best Plumbing Specialties Inc.	plumbing supplies		129.73
0000040794	02/28/2024	Biros Utilities Inc.	Portable Toilets		280.00
0000040795	02/28/2024	Broski Distributing	Safety Officers		156.00
0000040796	02/28/2024	BUTTON OIL COMPANY	Fuel Payment		8,630.54
0000040797	02/28/2024	Cavanaugh Electrical	outlet		602.46
0000040798	02/28/2024	CDW GOVERNMENT	Google Workspace Renewal		10,350.00
0000040799	02/28/2024	Anthony Cherkauskas	mileage reimbursement - 2/1/24-2/26/24		182.17
0000040800	02/28/2024	Children's Service Center	Tuition for students attending out of the district		13,377.00
0000040801	02/28/2024	Cintas Corporation	house keeping supplies		1,262.12
0000040802	02/28/2024	Citizen's Voice	Legal Notices - Jan. 2024		83.90
0000040803	02/28/2024	CIT	district copiers #44261109		2,665.36
0000040804	02/28/2024	Creative Product Sourcing	DARE		1,512.01
0000040805	02/28/2024	Dailey Resources Ltd.	oxygen tank rentals		102.00
0000040806	02/28/2024	Decker Equipment	maint. supplies		99.45
0000040807	02/28/2024	EduConsult Consulting	Grant/Advocacy - Feb/March 2024		2,000.00
0000040808	02/28/2024	Brittany Driscoll Hernandez	mileage reimbursement 1/2/24--1/26/24		19.16
0000040809	02/28/2024	Carla Myers	mileage reimbursement 8/28/23-1/31/24		34.17
0000040810	02/28/2024	Brittany Owens	Tuition Reimbursement		2,324.00
0000040811	02/28/2024	Alita Soulsby	Conference Registration		50.00
0000040812	02/28/2024	Ehrlich	pest maintenance		1,157.69
0000040813	02/28/2024	Expanding Expression	Supplies needed for student M.B. deliver to Melissa Kravulski-High School		306.90

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000040814	02/28/2024	Geisinger Clinic	Trainer		4,187.20
0000040815	02/28/2024	Hanover Twp.	Police Coverage		171.08
0000040816	02/28/2024	Hanover Township Fire Department	Field Hocket		4,225.00
0000040817	02/28/2024	H-A TRANSPORTATION LLC	February Billing		164,097.60
0000040818	02/28/2024	IDSecurityonline.com	ID Badges for staff		690.00
0000040819	02/28/2024	Lisa Janison	mileage reimbursement - 2/1/24-2/26/24		309.61
0000040820	02/28/2024	Jay's Business Systems	district contract charges #84612	staple cartridges /High School/faculty	2,422.94
0000040821	02/28/2024	KEYSTONE VALLEY TRANSPORTATION LLC	February Payment		44,489.70
0000040822	02/28/2024	King Spry Herman Freund & Faul	Special Education Consultation		351.00
0000040823	02/28/2024	Kirby Memorial Health Center	district water testing		450.00
0000040824	02/28/2024	Lindsey Equipment	grounds equipment		119.54
0000040825	02/28/2024	LUZERNE INTERMEDIATE UNIT 18	23/24 Special Education Services		60,385.90
0000040826	02/28/2024	Main Hardware	maint. supplies/grounds		553.10
0000040827	02/28/2024	Mechanical Service Company	generator service		1,845.00
0000040828	02/28/2024	Montour School District	Tuition for student attending out of the district		3,750.20
0000040829	02/28/2024	NASCO	backordered items		306.64
0000040830	02/28/2024	PAFPC	PAFPC Annual Conference		425.00
0000040831	02/28/2024	Pennsylvania Paper & Supply Co	house keeping supplies		2,308.70
0000040832	02/28/2024	Susan Isopi	mileage reimbursement - 1/29/24-2/23/24		197.65
0000040833	02/28/2024	Penteledata	dark fiber transport		587.37
0000040834	02/28/2024	PLD Associates	Boiler repair		290.70
0000040835	02/28/2024	Raynor Door Sales Co. Inc.	fire door		1,405.00

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Table with 6 columns: Payment #, Paymnt Dt, Vendor Name, Description Of Purchase, Description Of Purchase, Amount. Rows include various vendors like RELIABLE TRANSPORTATION, School Specialty Education, Terry Schnee, Sherwin Williams Company, SPECIALIZED EDUCATION OF PENNSYLVANIA INC., Sportman's, Staples Advantage, TK ELEVATOR CORPORATION, Western PA School, Wilkes-Barre Area School Dist., Wyoming Valley West School. Summary rows include 10 - GENERAL FUND, Grand Total All Funds, Grand Total Credit Cards, Grand Total Direct Deposits, Grand Total Manual Checks, Grand Total Other Disbursement Non-negotiables, Grand Total Procurement Card Other Disbursement Non-negotiables, Grand Total Regular Checks, Grand Total All Payments.

SALES

TinyMobileRobots

CONTRACT

SALES CONTRACT

This Sales Contract (hereinafter referred to as the "**Contract**") is based on the content of the quote or Sales order above ("**Quote**") from TinyMobileRobots US LLC.

PARTIES

The Contract is entered into on the date of signature (the "**Effective Date**"), by and between TinyMobileRobots US LLC, with an address as described in the Quote, (hereinafter referred to as the "**Seller**") and the names Customer in the Quote (hereinafter referred to as the "**Customer**") (collectively referred to as the "**Parties**").

ROBOT AND PRICE

The Robot(s) that the Seller is selling to the Customer is/are listed in the Quote with their quantities (hereinafter referred to as the "**Robot(s)**").

Annual services that the Seller is selling to the Customer are listed in the Quote with their annual fees (hereinafter referred to as the "**Services**").

Any statements in the Quote will have preference to the content of this Sales Contract.

PRICE AND PAYMENTS

The Seller hereby agrees to sell the Robot(s) to the Customer for the amount stated in the Quote.

The Seller will provide an invoice to the Customer at the time of the delivery and if stated in the Quote, additional invoices will follow the procurement of the Robot(s).

For the Robot(s) to work, annual fees for service and support, **RTK** service and cell service need to be paid by the Customer. These fees can be included in the purchase price, annual payments or other payment structures.

The Quote covers the cost for using the Robot(s) for the number of years equivalent to the number of annual fees mentioned in the Quote. Annual fees still apply thereafter.

If no payment conditions are stated in the Quote, Prepayment is agreed.

All invoices are to be paid in full as stated in the Quote.

Any overdue payment will be subject to a one percent (1%) late payment penalty per month.

The Customer is hereby accepting that the Robot(s) function is dependent on an annual service fee and if this service fee is not paid as scheduled, the Robot(s) will stop working.

DELIVERY AND SHIPPING

The delivery of the Robot(s) (hereinafter referred to as the "Delivery") will be at the delivery location as specified by the Quote.

If nothing else is stated in the Quote, the shipping method will be land transport. Shipping cost is paid by the Customer.

INSPECTION

The Customer shall inspect and accept, or reject products delivered pursuant to the Order immediately after the Customer takes custody of such products. In the event the products do not comply with the applicable Seller drawings or specifications, the Customer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance.

The Customer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive notification that the products delivered hereunder do not comply with the Seller's drawings or specifications, within five (5) business days after the Customer takes custody of such products.

RISK OF LOSS AND TITLE

The risk of loss or damage for the Robot(s) will be on the Seller until the Robot(s) pass upon delivery to the Customer or their designee.

The Title of the Robot(s) will also remain with the Seller until the Robot(s) are paid in full.

DELAY OR FAILURE TO PERFORM AND FORCE MAJEURE

Under no circumstances will the Seller be held liable to the Customer for any delay that may occur, non-delivery or an arising fault of this Agreement that may be due to any labor dispute, shortage in transportation, delay or shortage of materials to produce the Robot(s), fires, accidents, Acts of God, or any other causes outside Seller's control. The Seller will notify the Customer immediately upon realization that it will not be able to deliver the Robot(s) as promised. Upon such notice, either Party may terminate this Agreement.

LIMITATION OF LIABILITY

Under no circumstances will the Seller be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action).

SALES

TinyMobileRobots

CONTRACT

The Customer hereby confirms that the Customer is informed that

- o the Robot(s) may not perform well in areas with trees and high constructions such as stadiums.
- o The Robot(s) may not perform well if there is poor signal quality from Cell connections and RTK corrections signals. The quality of these signals may change after purchase of the Robot.
- o mowing patterns can influence the quality of the lines made by the robot negatively.

SERVICES AND SUPPORT

The Buyer acknowledges that the Robot(s) and the tablet are always connected to a cloud solution for back up, logging and support. This may include information about the location of the Robot(s) and the tablet and the time of usage.

The Buyer acknowledges that it is possible to purchase or order items via the tablet. If an item is Purchased or ordered, the Buyer understands that this is a binding purchase or order.

The Buyer accepts that payment of an annual fee is required for the Robot(s) to work. The first annual fee is paid with the payment for the Robot(s).

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated through their signatures below:

CUSTOMER

Name: _____

Signature: _____

Date: _____

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

Terms and conditions

This Agreement takes precedence over the Terms and Conditions found at the address below. If not regulated by the Quote or order confirmation from TinyMobileRobots and not regulated by the terms in this Agreement, the conditions in the Terms and Conditions apply.

Terms and conditions: Terms and Conditions

FORCE MAJEURE

The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

TinyMobileRobots US LLC
1634 Cobb International Blvd NW
Kennesaw, GA 30152
United States

Customer:

Hanover Area School District 1600
Sans Souci Parkway Hanover
Township, PA 18706 United States
Nathan Barrett
nbarrett@hanoverarea.net

Quotation Date:

02/15/24

Quotation Number:

MattThavenius-26718S

Valid Until:

02/29/24

Sales Manager:

Matt Thavenius
mth@tinymobilerobots.com

Comments:

Sport Model: Year 1 Total Payment: \$19,940

- Years 2-6 annual service billed annually
(Network/Service/Support)

- Included software group: Soccer

- Extra software group: American Football

*Discretionary offer approved: \$1400 value

- Additional software group: Baseball/Softball

PLEASE NOTE: Sales tax may apply. If sales tax applies, payment of the total sales tax will be due at the time of the down payment. If Sales tax exempt, please provide a copy of the sales tax exemption certificate.

Website: <https://tinymobilerobots.com> Tax ID: 36-4995457

Renasant Bank, 6224 Sugarloaf Parkway, Duluth, GA 30097

EXHIBIT A GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**Exhibit A**"), including any Addendums incorporated herein and any Proposal(s) incorporating this Exhibit A, (collectively, "**Agreement**") is entered into between Education Modified, Inc. (or "**EdMod**") and the client identified on the applicable Proposal ("**Client**" and its derivatives) (each a "**Party**", and collectively the "**Parties**"), and shall be effective as the date EdMod executes the applicable Proposal (the "**Effective Date**").

1. Nature of the Services

1.1 **Provision Generally.** Education Modified, Inc. ("**EdMod**") is the developer of a proprietary software product, including related hosting, support and other services, designed to enable educators to track, communicate, and share disability-specific information for education purposes (collectively, the "**Services**"). Subject to any restrictions herein or as set forth in a Proposal, executed by the Parties that incorporates this Exhibit A, EdMod hereby grants to Client a limited, non-exclusive, non-transferable right for Client's Users to access and use the Services, solely for Client's internal business purposes during the Term. All rights not expressly granted to Client are reserved by EdMod (and its licensors or other providers). There are no implied rights granted to Client. A "**User**" means an employee or independent contractor of Client.

1.2 **Updates and Implementation.** The terms of the Agreement will apply to any changes, updates, or upgrades to the Services subsequently made available by EdMod to Client. EdMod, in its sole discretion, may update the functionality, user interfaces, usability, and Documentation from time to time in its sole discretion as part of its ongoing mission to maintain and improve the Services. EdMod shall provide reasonable assistance with the set-up, onboarding, and implementation process with respect to the Services ("**Implementation Services**"). Outside of the Implementation Services, Client is responsible, at its expense, for obtaining its own Internet access, and any required hardware, software, or other technology.

2. Use of the Services

2.1 **General.** Client shall (and shall cause each User to): (a) cooperate with EdMod in matters relating to the Services; and (b) provide accurate materials or information, approvals, or authorizations to EdMod for the provision of Services.

2.2 **Restrictions.** Client will not (and will not permit any User) (a) make the Services available to any third-party other than Users, (b) resell, lease, distribute, or transfer the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit malicious code, (e) use or access the Services in any way that threatens the integrity, performance, or availability of the Services or any data therein, (f) attempt to gain unauthorized access to the Services or the data stored or processed therein, other than authorized Client Data, (g) decompile, disassemble, or reverse engineer the Services, in whole or in part, or (h) use or reference the Services or Documentation to develop (or have developed) a competing service or product. EdMod may restrict or prohibit access to any User if EdMod reasonably suspects a breach of this Agreement or an adverse impact on other clients. Client is also bound by any further restrictions set forth in a Proposal. As used herein, "**Documentation**"

means EdMod's standard user guides and manuals relating to the Services, as updated and amended from time to time.

3. Payments

3.1 Fees and Expenses. In consideration of the provision of the Services hereunder, Client shall pay EdMod the fees and expenses ("**Fees**"), as described in a **Proposal**. EdMod may reasonably increase the Fees each year after the Initial Term, by providing Client written notice thereof at least thirty (30) days before the start of such Renewal Term, unless otherwise provided in the Proposal. The Fees for the Initial Term are due upon execution of the Proposal. Thereafter, Fees are payable within forty five (45) days of receipt of an invoice. As used herein, "**Proposal**" means EdMod's standard proposal form executed by both Parties or an order in another form that is executed by both Parties and incorporates this Exhibit A.

3.2 Taxes. All amounts due under any Proposal are non-cancellable, non-refundable, and exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with the Agreement, the Services, and Users' access to and use of the Services. Client shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on EdMod's U.S. income), which may be invoiced by EdMod from time-to-time. However, if Client is tax exempt, Client will provide EdMod documentation of its tax exempt status and no taxes will apply to the extent of Client's tax exempt status.

3.3 Payment Method. Client shall make all payments hereunder using the payment method set forth in the Proposal, without set off, withholding, or deduction of any kind.

3.4 Late Payments. Client shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse EdMod for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Client hereunder.

4. Proprietary Information

4.1 EdMod Technology. Client agrees that as between EdMod and Client, all right, title, and interest in and to the Services (except for Client Data) and EdMod Technology (including any related patent, copyright, trademark, trade secret, intellectual property or other ownership rights) are and will remain the sole and exclusive property of EdMod (or its licensors). Any derivative works, modifications, or enhancements relating to the Services or EdMod Technology, or comments, ideas, or other feedback Client provides to EdMod relating to the Services or EdMod Technology will be solely and exclusively owned by EdMod, except for Client Data. As used herein, "**EdMod Technology**" means all of EdMod's proprietary technology (including software, Documentation, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by EdMod in providing the Services.

4.2 Client Data. EdMod agrees that as between Client and EdMod, Client shall retain all of its right, title and interest in and to the Client Data, and the Agreement in no way conveys to EdMod



right, title or interest in the Client Data except the limited right to use the Client Data to perform its obligations and to exercise its rights in accordance with the terms and conditions herein.

5. Term; Termination

5.1 **Term.** The term of the Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period set forth in the Proposal (the "**Initial Term**"); provided that the term shall thereafter automatically renew for successive periods (each, a "**Renewal Term**"), unless either Party provides the other Party at least thirty (30) days' advance written notice of its desire not to renew prior to the end of the then-current Term. For clarity, this Exhibit A shall continue to apply so long as a Proposal remains in effect. The Initial Term and any Renewal Terms may be collectively and individually referred to as the "**Term**" herein.

5.2 **Termination.** Either Party may terminate any or all applicable Proposals by written notice thereof to the other Party, if the other Party materially breaches this Exhibit A and does not cure such breach within thirty (30) days after written notice thereof. EdMod may also terminate any or all applicable Proposals, or suspend or terminate Client's access to the Services, at any time in its sole discretion, with or without notice, if (a) Client is past due on any invoiced fees and fails to cure within ten (10) days' notice, or (b) EdMod has a good faith belief that any Users' access or use of the Services violates any law or regulation or is disrupting other clients' access to or use of the Services.

5.3 **Post Termination Obligations.** Upon the termination or expiration of all active Proposals and subject to payment of all amounts then due and owing: (a) EdMod will transfer a copy of Client Data in EdMod's possession or control to Client within thirty (30) days following any termination or expiration (or otherwise upon Client's reasonable request); EdMod is not obligated to store any Client Data for more than thirty (30) days following the termination or expiration of the Term; EdMod will delete any Client Data in its control or possession thereafter, but may retain copies for archival purposes; and (b) Client will (i) discontinue all access and use of the Services, and (ii) remain liable for all payments due to EdMod with respect to the period ending on the date of termination (including any fees and expenses that had not been invoiced prior to termination). Sections 2.2, 3, 4.1, 5.3, 6, 7, 8, 9, 10 and other sections necessary to give effect to the intent of this Agreement will survive any termination or expiration of this Agreement.

6. Representations and Warranties; Disclaimer of Warranties

6.1 **Client Warranties.** Client represents and warrants that: (a) Client owns all rights in and to Client Data or, with respect to any of Client Data not owned by Client, Client has the authority to input and upload Client Data to the Services, and grant the rights provided under the Agreement; (b) Client Data shall not violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; (c) Client Data will not include software viruses, bugs, malware, spyware, or other harmful programs; and (d) Client will obtain all statutory required consents from data subjects (i.e. students, parents/guardians of students, employees, contractors, agents, affiliates) prior to uploading Client Data to the Services belonging to such data subject; for clarity, Client warrants



it will obtain any necessary parental consent prior to uploading Client Data to the Services belonging or relating to a child under the age of thirteen (13) years old.

6.2 EdMod Limited Warranty. EdMod warrants that it will provide the Services in a competent manner. EdMod does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. EdMod makes no warranty regarding features or services provided by any third parties. EdMod retains the right to modify the Services, including the EdMod Technology, in its sole discretion; provided that doing so does not have a material adverse impact on the Services hereunder.

6.3 Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND EDMOD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT.

7. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SERVICES, IMPLEMENTATION SERVICES, EDMOD TECHNOLOGY, DOCUMENTATION, OR OTHERWISE, BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, INCLUDING ALL PROPOSALS WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO EDMOD DURING THE PRIOR TWELVE (12) MONTHS FROM THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO INDEMNIFICATION OBLIGATIONS IN SECTION 8, UNAUTHORIZED USE OR DISCLOSURE OF EDMOD TECHNOLOGY, OR AMOUNTS, FEES, AND EXPENSES DUE AND PAYABLE TO EDMOD UNDER THE AGREEMENT, INCLUDING ANY PROPOSAL. IF ANY SERVICES ARE PROVIDED ON OR FOR AN EVALUATION BASIS, THEN CLIENT'S SOLE REMEDY IN CONNECTION THEREWITH WILL BE TERMINATION OF THE EVALUATION PERIOD.

8. Indemnification

8.1 By EdMod. EdMod will defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third-party claim that any use of, or access to, the Services or EdMod Technology, as expressly authorized under the Agreement, infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets, provided that EdMod will have no indemnification obligation under the Agreement, to the extent that the alleged infringement or misappropriation arises from (a) the combination, operation, or use of the EdMod Technology with Client Data or products, services, deliverables, materials, technologies, business methods or processes not furnished by EdMod; (b) modifications which were not made by EdMod; (c) Client's or a User's breach of the Agreement or use of the EdMod Technology other than in accordance with the Agreement (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in



the event that EdMod believes that such a claim is likely, EdMod may, at its option modify the EdMod Technology so that it becomes non-infringing, substitute functionally similar services, platforms, deliverables, or documentation, obtain a license to the applicable third-party intellectual property, or terminate the applicable Proposal(s) on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section will constitute EdMod's entire liability and Client's sole remedy for any infringement or misappropriation.

8.2 By Client. Client will indemnify, defend, and hold harmless EdMod from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third party claim resulting from the IP Exclusions, Client's use of the EdMod Technology, or Client Data (e.g., if Client lacks adequate rights in or to Client Data or such Client Data is libelous, defamatory, or infringing), except to the extent the claim is subject to Section 8.1 or EdMod's breach of its express obligations under the Agreement. Client will not settle any third-party claim, unless EdMod provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of EdMod, EdMod may participate in such defense at its own expense by counsel of its choice.

9. Confidential Information

9.1 Definition. "**Confidential Information**" means information that is disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that: (a) is or becomes generally known to the public through no fault of, or breach of the Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of the Agreement, including any Proposal(s), and EdMod Technology shall be deemed Confidential Information of EdMod, and (ii) the Client Data shall be deemed Confidential Information of Client, in either of case (i) or (ii), regardless of whether or not they are labeled or identified, or would reasonably be considered confidential.

9.2 Use and Disclosure of Confidential Information. The Receiving Party shall not use the Confidential Information except as necessary to exercise its rights or perform its obligations under the Agreement, and shall not disclose the Confidential Information to any third party, except to those of its employees, subcontractors, partners, and advisors that need to know such Confidential Information for the purposes of the Agreement, provided that each such employee, subcontractor, partner, and advisor is subject to confidentiality obligations that are at least as protective of the Confidential Information as those set forth herein. The Receiving Party will use at least the efforts such Party ordinarily uses with respect to its own confidential information of similar nature and importance to maintain the confidentiality of all Confidential Information in its possession or control, but in no event less than reasonable efforts. The foregoing obligations will not restrict the Receiving Party from disclosing any Confidential Information required by applicable law; provided that, the Receiving Party must use reasonable efforts to give the Disclosing Party advance notice thereof (i.e., so as to afford Disclosing Party an opportunity to



intervene and seek an order or other relief for protecting its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law.

10. Miscellaneous

10.1 Hosting Providers. Client acknowledges that the Services are hosted by third-party hosting providers (the "**Hosting Providers**"). EdMod may change its Hosting Providers at any time. Client's use of the Services is subject to any applicable restrictions or requirements imposed by the Hosting Providers. Notwithstanding any other provision of the Agreement, EdMod shall not be liable for any problems, failures, defects or errors with the Services to the extent caused by the Hosting Providers. Client acknowledges that the fees payable for the Services reflect the fact that EdMod is not responsible for the acts and omissions of the Hosting Providers.

10.2 Statistical Data. EdMod may analyze Client Data, and data or other content or information of other clients, to create aggregated or anonymized statistics or data that do not identify Client or any individual, and EdMod may during and after the Term use and disclose such statistics or data in its discretion, subject to applicable laws and regulations.

10.3 Publicity. EdMod may use Client's name and logo on client lists published on EdMod's website and in marketing materials. EdMod may announce the relationship hereunder in a press release provided that EdMod obtains Client's prior approval of the wording of the release (not unreasonably withheld).

10.4 Assignment. Neither Party may assign the Agreement or assign any of its rights, without the prior written consent of the other Party; provided, however, that either Party may assign its rights under the Agreement without the consent of the other Party in the event of a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets. Any purported assignment or delegation in violation of this paragraph is null and void. The Agreement will bind and inure to the benefit of each Party's successor and permitted assigns.

10.5 Force Majeure. Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations under the Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of either Party.

10.6 Relationship. The relationship between the Parties under the Agreement is that of independent contractors and not partners, joint venturers or agents.

10.7 Waiver. No waiver by EdMod of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by EdMod. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.



10.8 Governing Law. The laws of the Commonwealth of Pennsylvania will govern the Agreement and any dispute arising hereunder without giving effect to the choice of law provisions thereof.

10.9 Entire Agreement. The Agreement contains the entire understanding of the Parties relating to the subject matter of the Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. The Agreement may only be amended in a writing signed by duly authorized representatives of the Parties.

10.10 Severability. If any provision, or part thereof, of the Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from the Agreement. The validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

10.11 Notices. All communications to Client will be sent to the address of Client in EdMod's records, and, if to EdMod, at the EdMod's principal place of business, or at such other address or electronic mail address as any party may designate by ten days advance written notice to the other party pursuant to the terms of this Section.

10.12 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will be deemed to be one and the same agreement. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Education Modified

17 Chickatabot Rd
 Quincy, MA 02169
 ar@educationmodified.com



**EDUCATION
 MODIFIED**

INVOICE

BILL TO
 Nathan Barrett
 Hanover Area School District
 1600 Sans Souci Parkway
 Hanover Township, PA 18706

SHIP TO
 Nathan Barlett
 Hanover Area School District
 1600 Sans Souci Parkway
 Hanover Township, PA 18706

INVOICE INV-0577
DATE 02/08/2024
TERMS Net 30
DUE DATE 03/09/2024

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Subscription	Education Modified Product Suite	4	3,498.54	13,994.16
Data	IEPWriter IEP/504 Data Maintenance Schedule: [Bi-Weekly]	4	750.00	3,000.00

We appreciate your business and look forward to working with you.

BALANCE DUE

\$16,994.16