

Exhibit A

Terms of Service

These Terms of Service along with the corresponding Service Order (as defined below in section 1.11) constitute an agreement (this "Agreement") by and between Parsec Education, Inc., ParsecReal, LLC, Parsec Academy, LLC or its affiliates (hereinafter "Parsec") and K-12 schools, school districts, and local education agencies ("Educational Institutions") (hereinafter "Client"). Client's use of and Parsec's provision of ParsecReal's Web App and Mobile App or Parsec Education's Dashboard, or Parsec Academy's Web App (as defined below in Sections 1.7 and 1.9) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON BINDING THE CLIENT HAS BEEN AUTHORIZED TO DO SO. THIS AGREEMENT SHALL CONTROL THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

1 DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. "AUP" means Parsec's acceptable use policy currently posted at <https://www.ParsecReal.com/aup>.
- 1.2. "Authorized Users" is defined in Section 2.1 below.
- 1.3. "Client Content" is defined in Section 4.1(b) below.
- 1.4. "Client Data" means all information processed or stored through the Web App, Mobile App, Desktop App or Dashboard by Client or on Client's behalf, which includes student and parent/guardian personal information.
- 1.5. "Desktop App" means the ParsecReal desktop app as defined in Section 2.4 below.
- 1.6. "Dashboard" means Parsec Education's dashboard (including but not limited to ParsecGO, ParsecGO+, ParsecPRO, ParsecPRO +, and Parsec Analytics).
- 1.7. "Documentation" means Parsec's standard manual related to use of the Web App, as well as one-off printed and web-based resources.
- 1.8. "Excluded Data" is defined in Section 5 below.
- 1.9. "Mobile App" means the ParsecReal mobile app as defined in Section 2.4 below.
- 1.10. "Privacy/Security Law" means laws (a) related to personal data that (b) govern Parsec's handling of Client Data (if any).
- 1.11. "Reports" means a multiple measure report card with individualized student data, or growth certificate, or student champion continuous improvement reports.
- 1.12. "Safeguards" is defined in Section 4(e) below.
- 1.13. "Service Order" means an order for access to the Web App, Mobile App, Desktop App or Dashboard, executed as follows: via electronic or regular signature.
- 1.14. "Services" means professional development, workshops, training and consulting.
- 1.15. "Term" is defined in Section 11.1 below.
- 1.16. "User" means any individual who uses the Web App, Mobile App, Desktop App or Dashboard on Client's behalf or through Client's account or passwords, whether authorized or not and any individual, student, parent/guardian, teacher or school staff who uses the Web App, Mobile App, Desktop App or Dashboard whether authorized or not.
- 1.17. "Web App" means the ParsecReal web platform or Parsec Academy's web app.

2 RIGHT TO USE DESKTOP APP, DASHBOARD, MOBILE APP & WEB APP

2.1. Use of the Web App and Dashboard. During the Term, Client may access and use the Web App or Dashboard for its internal business purposes pursuant to the terms and as provided for in the applicable Service Order and Users may access the Mobile App and/or Desktop App, including such features and functions as the Service Order requires and specifies and use by Client's schools, school districts, local education agency and their respective students, school district staff, teachers, and administrators ("Authorized Users").

2.2. Documentation: Client may reproduce and use the Documentation solely as necessary to support Users' use of the Web App or Dashboard.

2.3. Web App, Mobile App, Desktop App and Dashboard Revisions. Parsec may revise the Web App, Mobile App, Desktop App or Dashboard features and functions at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the Web App, Mobile App, Desktop App or Dashboard materially reduces features or functionality provided pursuant to an outstanding Service Order, Client may notify Parsec in writing and Parsec will have 30 days to cure such material reduction.

2.4. Mobile App and Desktop App Licenses. Parsec hereby grants Client and Client's Users a nonexclusive license to reproduce and use one copy of the App (as defined below) on Users' mobile device and/or desktop and tablet, solely as a component of the Web App, provided you comply with the restrictions set forth below in Section 2.5 (Restrictions on Software Rights). The license in the preceding sentence does not include use by any third party, and Client shall not permit any such use. Parsec grants the license in this Section 2.4 under copyright and, solely to the extent necessary to exercise such rights, under any other applicable intellectual property rights. (The "Mobile App" and "Desktop App" mean ParsecReal's downloadable mobile app and desktop app available in the Apple App Store or Google Play Store. The Mobile App and Desktop App are components of the Web App and is included in references thereto, except in provisions that separately address the Mobile App and Desktop App.)

2.5. Restrictions on Software Rights. Copies of the Mobile App or Web App created or transferred pursuant to this Agreement are licensed, not sold, and Client or Users receive no title to or ownership of any copy of the Mobile App or Web App itself. Furthermore, Client nor Users receive no rights to the Mobile App or Web App other than those specifically granted in Section 2.4 above. Without limiting the generality of the foregoing, Client or Users shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Mobile App or Web App; (b) use the Mobile App or Web App in any way forbidden by Section 5.1 below; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code.

3. IP & FEEDBACK

3.1. IP Rights to the Web App, Mobile App, Desktop App or Dashboard. Parsec retains all right, title, and interest in and to the Web App, Mobile App, Desktop App or Dashboard, including without limitation all software used to provide the Web App, Mobile App, Desktop App or Dashboard and all graphics, user interfaces, logos, and trademarks reproduced through the Web App, Mobile App, Desktop App or Dashboard. This Agreement does not grant Client any intellectual property license or rights in or to the Web App, Mobile App, Desktop App or Dashboard or any of its components, except to the limited extent that such rights are necessary for Client's use of the Web App, Mobile App, Desktop App or Dashboard as specifically authorized by this Agreement. Client recognizes that the Web App, Mobile App, Desktop App or Dashboard and its components are protected by copyright and other laws.

3.2. Feedback. Parsec has not agreed to and does not agree to treat as confidential any

Feedback (as defined below) that Client, Client's Customers, or other Users give Parsec, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Parsec's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client. Feedback will not be considered Client's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Parsec's products or services.)

4. CLIENT DATA & PRIVACY

4.1. Management of Client Data in General. The provisions below of this Section 4.1 are subject to applicable law, including Privacy/Security Laws.

- (a) Limited Use for Web App, Mobile App, Desktop App or Dashboard. Parsec shall not: (i) access, process, or otherwise use Client Data other than as necessary to facilitate the Web App, Mobile App, Desktop App or Dashboard; or (ii) give Client Data access to any third party, except Parsec's subcontractors that have a need for such access to facilitate the Web App, Mobile App, Desktop App or Dashboard and are subject to a reasonable written agreement governing the use and security of Client Data. Further, Parsec shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Client Data.
- (b) Permission of Use for Web App, Mobile App, Desktop App or Dashboard. Client grants Parsec permission to access, process, and otherwise use Client Content (as defined below) in order to provide Provider's products and/or services to Client, to track and analyze use of the Web App, Mobile App, Desktop App or Dashboard. To the extent that Client has intellectual property rights in the Client Content, Client grants Parsec a world-wide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Client Content for the purposes outlined in this Agreement. As between the parties, Client retains ownership of Client Content. ("Client Content" means any Content transmitted by Client or Client's Users to Parsec or its agents. "Client Content" means text, images, photos, audio or video files, and other forms of data or communication provided by students and parents/guardians teachers, school, school district. local education agency staff.)
- (c) Rights in Client Content. Client represents and warrants that Client owns Client Content or has received a valid license to Client Content and that submitting or transmitting Client Content to or through the Web App, Mobile App, Desktop App or Dashboard will not violate the rights of any third party, including without limitation intellectual property, privacy, or publicity rights and Client has secured all legally required consents under Family Educational Rights and Privacy Act ("FERPA") at 20U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("PPRA") at 20U.S.C. §1232h; and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), Student Online Personal Information Protection Act ("SOPIPA") at California Bus. &Prof. Code § 22584 . Parsec is under no obligation to review or screen Client Content or other Users' Content.
- (d) De-Identified Data. Notwithstanding the provisions of this Article 4, Parsec may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other Clients. ("De-Identified Data" refers to Client Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Client.)
- (e) Privacy Policy. Client acknowledges Parsec's privacy policy at

<https://www.parseceducation.com/pages/privacy-policy> and Client recognizes and agrees that nothing in this Agreement restricts Parsec's right to alter such privacy policy.

- (f) Required Disclosure. Notwithstanding the provisions of this Article 4, Parsec may disclose Client Data as required by applicable law or by proper legal or governmental authority. Parsec shall give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure, at Client's expense.
- (g) Risk of Exposure. Client recognizes and agrees that hosting data online and sharing content to or through the Web App, Mobile App, Desktop App or Dashboard involves risks of unauthorized disclosure or exposure and that, in Client or Users accessing and using the Web App, Mobile App, Desktop App or Dashboard Client assumes such risks. Parsec offers no representation, warranty, or guarantee that Client Data or Client Content will not be exposed or disclosed through errors or the actions of third parties. Parsec will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data or Client Content that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data and Client Content. Such information security program includes: (i) physical security of all premises in which Client Data and Client Content will be processed and/or stored; and (ii) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Parsec to perform any part of the services hereunder.
- (h) Additional Fees. Client recognizes and agrees that Parsec may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Client requests to help it comply with Privacy/Security Laws.

4.2. Data Accuracy. Parsec will have no responsibility or liability for the accuracy of data uploaded to the Web App, Mobile App, Desktop App or Dashboard by Client or Client's Users, including without limitation Client Data and Client Content and any other data uploaded by Users.

4.3. Erasure. Parsec may permanently erase Client Data or Client Content if Client's account is delinquent, suspended, or terminated for 30 days or more, without limiting Parsec's other rights or remedies.

4.4 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Parsec will make reasonable efforts to destroy or otherwise render Client Data or Client Content inaccessible and no longer available for any future usage.

4.5. Excluded Data. Client warrants that (a) it has not and will not transmit Excluded Data (as defined below), or permit transmission of Excluded Data, to Parsec or its computers or other media and, (b) to the best of its knowledge, Client Data does not and will not include Excluded Data. Client shall inform Parsec of any Excluded Data within Client Data promptly after discovery (without limiting Parsec's rights or remedies). Client recognizes and agrees that: (i) the provisions of this Agreement related to Client Data do not apply to Excluded Data; (ii) Parsec has no liability for any failure to provide protections in the Excluded Data Laws (as defined below) or otherwise to protect Excluded Data; and (iii) Parsec's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. Parsec is not responsible or liable for any data

exposure or disclosure or related loss to the extent that it involves Excluded Data. ("Excluded Data" means Protected Health Information. "Excluded Data Laws" means any law or regulation governing Excluded Data, including without limitation any law or regulation protecting privacy or security rights of Excluded Data subjects, as well as the following statutes and regulations: The Health Insurance Portability and Accountability Act of 1996 (HIPAA).)

5. CLIENT RESPONSIBILITIES & RESTRICTIONS

5.1. Acceptable Use. Client shall comply with the AUP. Client shall not: (a) use the Web App for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Web App; (b) provide Web App, Mobile App, or Web App passwords or other log-in information to any third party; (c) share non-public Web App, Mobile App or Web App features or content with any third party; (d) access the Web App, Mobile App or Web App in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Web App, Mobile App or Web App, or to copy any ideas, features, functions or graphics of the Web App, Mobile App or Web App; or (e) engage in web scraping or data scraping on or related to the Web App, Mobile App or Web App, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Parsec may suspend Client's access to the Web App or Client's access and Client's Users access to the Mobile App or Web App without advanced notice, in addition to such other remedies as Parsec may have. Neither this Agreement nor the AUP requires that Parsec take any action against Client or any User or other third party for violating the AUP, this Section 5.1, or this Agreement, but Parsec is free to take any such action it sees fit.

5.2. Unauthorized Access. Client shall take reasonable steps to prevent unauthorized access to the Web App, Mobile App, Desktop App or Dashboard, including without limitation by protecting its passwords and other log-in information. Client shall notify Parsec immediately of any known or suspected unauthorized use of the Web App, Mobile App, Desktop App or Dashboard or breach of its security and shall use best efforts to stop said breach.

5.3. Compliance with Laws. In its use of the Web App, Mobile App, Desktop App or Dashboard or Client's Users' use of the Mobile App or Desktop App, Client shall comply with all applicable laws, including without limitation Privacy/Security laws such as but not limited to Family Educational Rights and Privacy Act ("FERPA") at 20U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("PPRA") at 20U.S.C. §1232h; and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), Student Online Personal Information Protection Act ("SOPIPA") at California Bus. &Prof. Code § 22584 .

5.4. Users & Web App, Mobile App, Desktop App and Dashboard Access. Client is responsible and liable for: (a) Users' use of the Web App, Mobile App, Desktop App or Dashboard, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Client; and (b) any use of the Web App, Mobile App, Desktop App or Dashboard through Client's account, whether authorized or unauthorized.

6 PAYMENT

6.1 Payment Terms. Due Date: Payment is due immediately upon receipt of the invoice. If not paid within 15 days of receipt, late fees will be applied.

6.2 Late Fees: Late fees 1.5% per month will be applied if payment is not received within 15

days of the invoice date. Late fees will be enforced 30 days after the invoice due date. A grace period of 7 days will be provided before late fees are applied.

6.3 Inquiries: For any questions or concerns regarding invoicing or payment, please contact billing@parseceducation.com.

6.4 Consequences of Non-payment: Failure to pay invoices within the specified timeframe may result in suspension of services and may be subject to further legal action.

6.5. Taxes. Amounts due under this Agreement are payable to Parsec without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, Parsec may require that Client submit applicable Sales Taxes to Parsec. However, the preceding sentence does not apply to the extent that Client is tax exempt, provided it gives Parsec a valid tax exemption certificate within 30 days of the Effective Date. Parsec's failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 6.2. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Client shall separately pay Parsec the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 6.2 does not govern taxes based on Parsec's net income.

7 CONFIDENTIAL INFORMATION

7.1. "Confidential Information" refers to any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party").. All information that may not be marked as confidential should be maintained as private information in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights. Parsec's Confidential Information includes, without limitation, Parsec's Web App, Mobile App, Desktop App or Dashboard and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is approved for release in writing by the other Party. Client is on notice that the Confidential Information may include Parsec's valuable trade secrets..

7.2. Nondisclosure. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisors (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know

and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law).

7.3. Injunction. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

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

7.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Parsec will retain all right, title, and interest in and to all Confidential Information.

8 REPRESENTATIONS & WARRANTIES.

8.1. From Parsec. Parsec represents and warrants that it is the owner of the Web App, Mobile App, Desktop App or Dashboard and each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the Web App, Mobile App, Desktop App or Dashboard set forth in this Agreement without the further consent of any third party. Parsec's representations and warranties in the preceding sentence do not apply to use of the Web App, Mobile App, Desktop App or Dashboard in combination with hardware or software not provided by Parsec. In case of breach of the warranty above in this Section 8.1, Parsec, at its own expense, shall promptly: (a) secure for Client the right to continue using the Web App, Mobile App, Desktop App or Dashboard; (b) replace or modify the Web App, Mobile App, Desktop App or Dashboard to make it noninfringing; or if such remedies are not commercially practical in Parsec's reasonable opinion, (c) refund the fees paid for the Web App, Mobile App, Desktop App or Dashboard for every month remaining in the then-current Term following the date after which Client access to the Web App, Mobile App, Desktop App or Dashboard ceases as a result of such breach of warranty. If Parsec exercises its rights pursuant to Subsection 8.1(c) above, Client shall promptly cease all use of the Web App, Mobile App, Desktop App or Dashboard and all reproduction and use of the Documentation and erase all copies in its possession or control. This Section 9.1, in conjunction with Client's right to terminate this Agreement where applicable, states Client's sole remedy and Parsec's entire liability for breach of the warranty above in this Section 8.1.

8.2. From Client. Client represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Web App, Mobile App, Desktop App or Dashboard; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law or a

governmental entity, school, school district, or local education agency with the power and authority to enter into this Agreement and has all applicable and required board approvals.

8.3. Warranty Disclaimers. Except to the extent set forth in Section 8.1 above, CLIENT ACCEPTS THE WEB APP, MOBILE APP, DESKTOP APP OR DASHBOARD “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) Parsec HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CLIENT OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) PARSEC DOES NOT REPRESENT OR WARRANT THAT THE WEB APP, MOBILE APP, DESKTOP APP OR DASHBOARD WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) PARSEC DOES NOT REPRESENT OR WARRANT THAT THE WEB APP, MOBILE APP, DESKTOP APP OR DASHBOARD ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CLIENT DATA WILL REMAIN PRIVATE OR SECURE.

9. INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Parsec and the Parsec Associates (as defined below) against any “Indemnified Claim,” meaning any third party claim, suit, or proceeding arising out of or related to Client's alleged or actual use of, misuse of, or failure to use the Web App, Mobile App, Desktop App or Dashboard including without limitation: (a) claims by Users or by Client's employees, as well as by Client's own customers; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Web App, Mobile App, Desktop App or Dashboard through Client's account, including without limitation by Client Data; and (d) claims that use of the Web App, Mobile App, Desktop App or Dashboard through Client's account, including by Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO Parsec'S NEGLIGENCE. Client's obligations set forth in this Article 10 include, without limitation: (i) settlement at Client's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Clients' assumption of the defense (but not attorneys' fees incurred thereafter). If Client fails to assume the defense on time to avoid prejudicing the defense, Parsec may defend the Indemnified Claim, without loss of rights pursuant to this Article 10. Parsec will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Parsec Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. (“Parsec Associates” are Parsec's officers, directors, shareholders, members, parents, subsidiaries, agents, successors, and assigns. A “Data Incident” is any (1) unauthorized disclosure of, access to, or use of Client Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through Client's account. Data Incidents include, without limitation, such events caused by Client, by Parsec, by Client's customers or other users, by hackers, and by any other third party.)

10. LIMITATION OF LIABILITY

10.1. Liability Cap. PARSEC'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE HALF OF THE SUBSCRIPTION AND SERVICE FEES COLLECTED UNDER THIS AGREEMENT.

10.2. Excluded Damages. Except with regard to breaches of Article 7 (Confidential Information), IN NO EVENT WILL PARSEC BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY TO THE BENEFIT OF Parsec'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF Parsec IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CLIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Client acknowledges and agrees that Parsec has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 10, Parsec's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Parsec's liability limits and other rights set forth in this Article 11 apply likewise to Parsec's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, members, employees, consultants, and other representatives.

11. TERM & TERMINATION

11.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Service Order or, if none, for 12 months.

11.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

11.3. Effects of Termination. Upon termination of this Agreement, Client and its Users shall cease all use of the Web App, Mobile App, Desktop App or Dashboard, and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Client to pay fees incurred before termination; (b) Articles and Sections 3 (IP & Feedback), 7 (Confidential Information), 18.3 (Warranty Disclaimers), 9 (Indemnification), and 10 (Limitation of Liability); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12 MISCELLANEOUS

12.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.2. Notices. Parsec may send notices pursuant to this Agreement to Client's email contact points provided by Client in the Service Order, and such notices will be deemed received 24 hours after they are sent. Client may send notices pursuant to this Agreement to privacy@parseceducation.com, and such notices will be deemed received 72 hours after they are sent. In addition, Client is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact privacy@parseceducation.com; and (b) Parsec will terminate the accounts of subscribers who are repeat copyright infringers.

12.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

12.4. Assignment & Successors. Client may not assign this Agreement or any of its rights or obligations hereunder without Parsec's express written consent. Except to the extent forbidden in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

12.7. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Fresno County, California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.8. Conflicts. In the event of any conflict between this Agreement and any Parsec policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

12.9. Construction. If individually negotiated, the parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

12.10. Technology Export. Client shall not: (a) permit any third party to access or use the Web App, Mobile App, Desktop App or Dashboard in violation of any U.S. law or regulation; or (b) export any software provided by Parsec or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Client shall not permit any third party to access or use the Web App, Mobile App, Desktop App or Dashboard in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

12.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

