

ENROLLMENT MARKETING SERVICES AGREEMENT

This Enrollment Marketing Services Agreement (“**Agreement**”) is entered into and made effective as of January 02, 2023 (the “**Effective Date**”), by and between **COMPASS CHARTER SCHOOLS**, a California nonprofit public benefit corporation, as operator of **COMPASS CHARTER SCHOOLS OF YOLO; COMPASS CHARTER SCHOOLS OF LOS ANGELES; COMPASS CHARTER SCHOOLS OF SAN DIEGO** (hereinafter, collectively “**Client**”) having its principal place of business at:

Organization Name: Compass Charter Schools
Address: 850 Hampshire Road, Suite R
City State, Zip: Thousand Oaks, CA 93161
Phone: 855-937-4227
Fax: 805-590-7077
Signer Contact: J.J. Lewis
Signer Contact Email: jlewis@compasscharters.org
Billing Contact: Melissa Alcaez
Billing Contact Email: malcaez@compasscharters.org

and **CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation (“**CSC**”), having its principal place of business at:

Organization Name: Charter School Capital, Inc.
Address: 1000 SW Broadway, Suite 1800
City State, Zip: Portland, Oregon 97205
Phone: (503) 227-2910
Fax: (855) 972-0187
Email: enrollment@charterschoolcapital.com

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM

The initial term (“**Term**”) of this Agreement shall commence on the Effective Date and shall continue until the Agreement Termination Date (as referenced in Schedule 3), unless earlier terminated in accordance with Paragraph 10. The Term may be extended only by a written agreement signed by both parties.

2. SERVICES

2.1 Client hereby engages CSC, and CSC hereby accepts such engagement, as an independent contractor to provide the enrollment marketing services set forth on Schedule 1 (the “**Services**”) to Client on the terms and conditions set forth in this Agreement. CSC may subcontract the

provision of Services (or any portion thereof) in CSC's sole discretion. CSC may also utilize the services of third party in performing the Services.

- 2.2 Client acknowledges that performance of the Services may require frequent and timely exchanges of information between Client and CSC. Materials and information requested by CSC will be provided by Client in a prompt, timely manner so as not to hinder or delay CSC's performance of Services and/or CSC's collection of Fees (as hereinafter defined) hereunder. In the course of performing the Services, CSC shall comply with all applicable policies of Client relating to the use of school logos, marks and other materials and information supplied by Client to the extent CSC has been notified of same.
- 2.3 Client agrees that CSC will take direction solely from the authorized representative(s) listed as "Contact Person" for Client in the Recitals to this Agreement. Client represents and warrants to CSC that each authorized representative has been vested with full legal power and all authority required to act on behalf of, and bind, Client with respect to both the Services to be performed by CSC and the Fees (as hereinafter defined).

3. FEES AND EXPENSES

- 3.1 As compensation for the Services, Client shall pay CSC the fees, as more particularly described in Schedule 2 (the "Fees"), payable in accordance with the terms set forth in Schedule 2 and Schedule 3.
- 3.2 If Client fails to pay, when due, any Fees and/or fails to perform any obligations imposed on Client pursuant to the terms of this Agreement (including without limitation, the Client Reporting Obligations (as defined hereinbelow)), CSC may, in its sole and absolute discretion, (a) immediately suspend the provision of all Services to Client and/or (b) terminate the Agreement, with cause, in the manner described in Paragraph 10 and invoice Client for all Breakage Fees (as referenced in Schedule 2) then due and owing by Client in the time, manner and amount set forth on Schedule 2. Client expressly acknowledges and agrees that CSC will have no liability to Client whatsoever if CSC elects to suspend any provision of Services and/or terminate this Agreement (even if CSC has been advised of the possibility of damages (which include, but are not limited to, loss of profits, loss of savings or revenue, and/or the claims of third parties)). The term, "**Client Reporting Obligations,**" shall have the meaning ascribed thereto in Schedule 1.
- 3.3 If Client shall fail to timely pay the Fees or any other amounts due and owing hereunder, and/or perform any obligations imposed on Client hereunder (including without limitation, Client Reporting Obligations) in a prompt, timely manner as required hereunder, then, to the maximum extent permitted by law, CSC is hereby authorized to set off or recoup the amounts that Client owes to CSC against all amounts under CSC's possession or control at such time or in the future, whether pursuant to this Agreement or otherwise, and to otherwise pursue all remedies available at law or equity.

3.4 Any amounts not paid to CSC when due will result in the assessment of penalties (“**Late Payment Penalties**”), in the amount set forth in Schedule 2. Any Client Reporting Obligations not performed in a prompt, timely manner when required will result in the assessment of penalties (“**Client Performance Penalties**”) in the amount set forth in Schedule 2.

3.5 Client will be solely responsible for, and will pay, any and all sales, use, gross receipt, goods and services, value-added, and personal property taxes, any other taxes and levies, and any interest and penalties related to the foregoing (other than taxes based on the income of CSC) that are imposed by any governmental authority in connection with this Agreement and/or the provision of the Services hereunder, and such taxes, if any, will be billed to Client as a separate line item.

4. RELATIONSHIP OF THE PARTIES

4.1 CSC is an independent contractor to Client. CSC has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed.

4.2 This Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between CSC and Client for any purpose. CSC has no authority (and shall not hold itself out as having authority) to bind Client and CSC shall not make any agreements or representations on Client’s behalf without Client’s prior written consent.

4.3 CSC has the right to perform services similar to the Services for others during the term of this Agreement.

5. OWNERSHIP

5.1 Each party hereto is and shall be, the sole and exclusive owner of all right, title and interest in and to any information or materials provided by such party to the other party.

5.2 To the extent that Services performed for the benefit of Client contain any of CSC’s Intellectual Property (as defined below), Client agrees that CSC is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all CSC’s Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by CSC (alone or in conjunction with others) after the Effective Date. CSC hereby grants to Client a royalty-free, perpetual, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of Works of Authorship (as defined below) solely for marketing programs or campaigns developed by CSC under this Agreement, provided that Client complies with all Client Reporting Obligations and other obligations imposed upon the Client under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Works of Authorship shall be at Client’s sole risk and without liability to CSC.

- 5.3 To the extent that Services performed for the benefit of Client contain any of Client's Intellectual Property (as defined below), CSC agrees that Client is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all Client's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by Client (alone or in conjunction with others) after the Effective Date. For the term of this Agreement, Client hereby grants to CSC a royalty-free, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of Works of Authorship (as defined below) solely for marketing programs or campaigns developed by CSC under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement.
- 5.4 For purposes of this Agreement, "Intellectual Property" means any and all Inventions, patents, patentable subject matter (irrespective of whether a patent application has been filed), Works of Authorship, trade secrets, trademarks, mask works, copyrights, and any other intellectual property; "Inventions" means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including, but not limited to, processes, methods, formulas, and techniques and know-how; and "Works of Authorship" means those works fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable.

6. CONFIDENTIALITY

- 6.1 Each party acknowledges that the other party will have access to information that is treated as confidential and proprietary by the owner of that information, including, without limitation, any trade secrets, technology and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of the other party, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). As used herein, "**Confidential Information**" includes without limitation, all information concerning or related to the business, operations, financial condition or prospects of a party (whether prepared by a party, its affiliates, advisors, or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and shall specifically include (without limitation): (i) all Intellectual Property, software, inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how; and (ii) all financial statements, audit reports, budgets and business plans or forecasts, (iii) marketing plans and strategies and pricing and Fee structure for Services, (iv) enrollment materials, and (v) student information. During the Term and for a period of two (2) years after expiration of the Term, each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the owner of such Confidential Information in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services or as otherwise required in connection with this Agreement. Each party shall promptly notify the other party in the event it becomes aware of any loss or disclosure of any Confidential Information.

- 6.2 Confidential Information shall not include information that:
- (a) is or becomes generally available to the public other than through a party's breach of this Agreement; or
 - (b) is communicated to Client or CSC by a third party that had no confidentiality obligations with respect to such information.
- 6.3 Each party may disclose Confidential Information that is required to be disclosed by law or pursuant to the terms of a subpoena or court order; provided that the party being compelled to disclose that information shall have given the other party prior notice of such disclosure and an opportunity to contest such disclosure and disclose only the minimum Confidential Information necessary to comply with such law or order and otherwise continue to maintain the confidentiality of the Confidential Information.

7. REPRESENTATIONS AND WARRANTIES; COVENANTS

- 7.1 Each party represents and warrants to the other that:
- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
 - (b) the execution, delivery and performance of this Agreement and the performance of its obligations hereunder does not and will not: (i) conflict with, or constitute a default under any agreement or other instrument to which such party is party, including but not limited to the Client's charter agreement or (ii) result in a violation of any law, rule, regulation, order, judgment or other restriction of any court or governmental authority to which such party is subject;
 - (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions; and
 - (d) Client is in compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school's charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA.
- 7.2 During the term of this Agreement, Client covenants and agrees as follows:
- (a) Client shall comply in all material respects with all applicable local, state and federal laws pertaining to student recruitment, student enrollment and lottery procedures, including without limitation, anti-discrimination provisions regarding admissions, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographic limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA.

Client acknowledges and agrees that CSC shall perform enrollment marketing services with the intended objective of increasing inquiries for admission to the school and submission of admission applications to Client, and that CSC is not responsible for compliance with laws regarding student recruitment, student enrollment and lottery procedures.

- (b) Client agrees to comply with all responsibilities and obligations of Client hereunder, including without limitation, the Client Reporting Obligations set forth in Schedule 1 to this Agreement.

8. DISCLAIMER

CSC MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT OR MARKET ACCEPTANCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT. CSC DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (I) THE SERVICES WILL BE ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (III) ANY DATA STORED USING THE SERVICES WILL BE ACCURATE, RELIABLE, OR SECURE; OR (IV) THE PRODUCTS AND/OR SERVICES WILL BE ACCEPTED AND/OR USED IN THE MARKETPLACE. CLIENT ACKNOWLEDGES AND AGREES THAT CSC HAS NOT PROVIDED ANY GUARANTEE OF SUCCESS OR OF SPECIFIC RESULTS IN CONNECTION WITH THE SERVICES AND HAS NOT PROVIDED ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME FROM SUCH SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SPECIFIC LEVEL OF ENROLLMENT TO BE GENERATED BY CLIENT THEREFROM). CSC IS NOT RESPONSIBLE FOR THE ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT OF ANY THIRD PARTY OR THE IMPACT OF SUCH ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT ON THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.

9. INDEMNIFICATION

Client shall defend, indemnify and hold harmless CSC and its affiliates and their officers, directors, employees, successors and permitted assigns from and against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided wilfully or negligently by Client to CSC, (b) any claim that any product or service that Client develops, creates and/or sells which incorporates any portion of the Services provided by CSC hereunder infringes or violates the intellectual property or other rights of any third party, (c)

any claim that logos, marks or other materials supplied by Client infringe or violate the intellectual property or other rights of any third party, (d) any taxes, levies, interest and penalties described in Paragraph 3.5 and (e) except as provided hereinbelow in this Paragraph 9, any claim alleging violations of applicable local, state and federal laws, rules, policies, procedures or practices, or violations of Client's charter agreement, relating to student recruitment, admission, or enrollment.

Client shall not be obligated to defend, indemnify or hold harmless CSC, its affiliates or their officers, directors, employees, successors or permitted assigns from and against any claim alleging violation of federal non-discrimination laws to the extent such claim arises strictly from the content of posts or blogs created by CSC (and not supplied and/or reviewed in any form by Client prior to its use) in CSC's performance of Services (i.e. social media engagement) described in Paragraph 1(c) of Schedule 1, where the creation and use of such content in posts or blogs is deemed to have resulted from the willful misconduct or gross negligence of CSC (as determined by a final, non-appealable order from a court of competent jurisdiction).

10. TERMINATION

10.1 Termination by Either Party. Either party may terminate this Agreement with or without cause within ninety (90) days of the Effective Date upon 30 days' prior written notice to the other party delivered to the other party at the address specified above in this Agreement. Thereafter either party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party breaches this Agreement and fails to cure such breach within fifteen (15) days after written notice of such breach.

10.2 Reserved.

10.3 Obligations Following Termination. Upon expiration or termination (with or without cause) of this Agreement for any reason:

- (a) CSC shall immediately cease work on the provision of Services then being provided to Client pursuant to this Agreement and all outstanding Fees or any other amounts outstanding hereunder shall immediately be due and payable without further demand or action by CSC;
- (b) Upon written request by a party, the other party shall return, destroy and/or permanently erase from its computer systems all Confidential Information of the requesting party; and
- (c) With regards to Fees, if any, earned by CSC prior to the Termination Date, Client shall pay CSC such Fees within fifteen (15) days upon Client's receipt of an invoice for the same. To the degree that Client terminates this Agreement prior to the Final Enrollment Calculation Date (as designated in Schedule 3), Client shall pay CSC Breakage Fees within fifteen (15) days upon Client's receipt of an invoice for the same.

As used in this Agreement, “Agreement Termination Date” shall mean the date on which the Agreement is terminated or expires.

- 10.4 Survival of Provisions. The terms and conditions of Paragraphs 3, 6, 9, 11, 13 and 14 shall survive the expiration or termination of this Agreement.

11. NON-SOLICITATION

Client recognizes that CSC’s personnel (whether a full-time or part-time employee of CSC, or an independent contractor engaged by CSC to perform Services hereunder) (“**CSC Service Providers**”) are a valuable resource of CSC. Client agrees that during the Term (and any extension of such Term agreed upon in writing by the parties) and for a period of twenty-four (24) months thereafter, Client shall not make any solicitation to employ or directly contract with CSC Service Providers without the prior written consent of CSC (which may be given or withheld in CSC’s sole discretion). Client acknowledges that (a) its hiring of any CSC Service Providers will cause CSC to invest substantial time and money to locate, hire and train a replacement; (b) each of the CSC Service Providers perform concurrent services for multiple CSC clients, so CSC will be required to locate, hire and train replacements to cover its other clients and CSC may lose one or more of its other clients; and (c) the nature of CSC’s business model will create additional risks and expenses if Client hires (or directly contracts with) any CSC Service Provider.

12. ASSIGNMENT

Client shall not assign this Agreement or any rights under this Agreement without the prior written consent of CSC (which may be given or withheld in CSC’s sole discretion). Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated in this Paragraph, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

13. LIMITATION OF LIABILITY

(A) UNDER NO CIRCUMSTANCES WILL CSC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ALL SERVICES PROVIDED THEREUNDER), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF CSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).

(B) THE PARTIES EXPRESSLY AGREE THAT THE TOTAL LIABILITY OF CSC UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR CSC’S

GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONTRACT) WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY RECEIVED BY CSC FROM CLIENT PURSUANT TO THIS AGREEMENT. CLIENT ACCEPTS THE RESTRICTIONS ON ITS RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF ITS BARGAIN WITH CSC, AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT, WITHOUT SUCH RESTRICTIONS, THE CONSIDERATION FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

14. MISCELLANEOUS

- 14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Paragraph). A Notice is effective only if the party giving the Notice has complied with the requirements of this Paragraph. Except as otherwise provided in this Agreement, a Notice shall be deemed effective (i) upon delivery if delivered in person or sent by certified or registered mail (in each case, return receipt requested, postage prepaid) or a nationally-recognized overnight courier (with all fees pre-paid) or (ii) when sent if sent via an electronic mail of a PDF document if a written confirmation of delivery is obtained and notice is also sent via a nationally recognized overnight courier the same business day or the next succeeding business day thereafter.
- 14.2 This Agreement, together with any other documents incorporated herein by reference and related Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 14.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 14.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County, for the State of Oregon, or, in the United States District Court for the District of Oregon. The parties to this Agreement expressly consent to the in personam jurisdiction of such courts.
- 14.5 If either party takes any action to enforce its rights under this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party’s costs incurred in connection with bringing or defending such action, as the case may be, including (without limitation) reasonable attorneys’ fees and costs of appeals.

- 14.6 If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.
- 14.7 If any portion or provision of this Agreement (including, without limitation, any portion or provision of any paragraph or section of this Agreement) shall to any extent be deemed illegal or unenforceable, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.8 Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either party, irrespective of which party may be deemed to have caused the ambiguity or uncertainty to exist. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter. The word “including” shall be deemed to be immediately followed by the words “without limitation.”
- 14.9 Except as otherwise expressly provided in this Agreement, CSC shall not be liable to Client for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo, acts or omissions of third parties, pandemic, or any other cause beyond the reasonable control of CSC (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, CSC shall be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and shall provide written notice to Client of such occurrence and the anticipated effect of such occurrence.
- 14.10 CSC has the right to list Client as a client of CSC in all advertising, marketing and promotional materials designed to promote CSC and its services anywhere in the world. Client hereby grants CSC a non-exclusive, royalty-free, perpetual, worldwide license to use in all advertising, marketing and promotional materials designed to promote CSC and its services anywhere in the world: (i) Client’s name and logo, (ii) a screen-capture of Client’s website with a link to such website, and (iii) non-confidential details of the project(s) completed for Client. Client agrees that no monetary or other consideration shall be due to Client for the rights granted or the uses described in this Paragraph.
- 14.11 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature Page Follows)

The parties, intending to be bound, have executed this Enrollment Marketing Services Agreement effective as of the Effective Date.

COMPASS CHARTER SCHOOLS,
a California nonprofit public benefit corporation, as
operator of **COMPASS CHARTER SCHOOL OF
YOLO; COMPASS CHARTER SCHOOLS OF
LOS ANGELES; COMPASS CHARTER
SCHOOLS OF SAN DIEGO**

By: _____

Name: J.J. Lewis
Title: Superintendent & CEO

CHARTER SCHOOL CAPITAL, INC.,
a Delaware corporation

By: _____

Name: Kirt Nilsson
Title: President

SCHEDULE 1

DESCRIPTION OF SERVICES AND CLIENT OBLIGATIONS

1. DESCRIPTION OF SERVICES

CSC will provide Services to Client with an intended objective of increasing awareness and lead generation for Client – specifically, driving student enrollments in combination with open house events and other social events undertaken by Client staff and teachers to promote enrollment at Client’s schools, all as described below in Paragraph 4 of this Schedule 1.

The Services include the following:

CSC will research, develop, and design a marketing plan for Client. Thereafter, CSC will implement any combination of the following marketing tactics (to the extent determined effective by CSC):

- a. Provide updates to Client’s website – such updates may include landing page to capture enrollment inquiries and/or other front- or back-end updates as needed;
- b. Conduct Search Engine Optimization (“SEO”) campaign to increase visibility of Client’s website and boost organic search traffic;
- c. Provide Social Media content for enrollment activities on Facebook, Instagram, YouTube, Twitter, and/or Client’s other social media accounts ;
- d. Conduct paid digital media campaigns – such campaigns may include paid search ad placements, online display advertising/banners, social media advertising, remarketing to website visitors, and/or other online placements Social Media Engagement on Facebook, Instagram, YouTube, Twitter and other social media platforms;
- e. Design and print assets such as yard signs, banners or signage, postcards, and/or fliers as needed; and/or
- f. Content creation including story arcs, social media copy, blog posts, email campaigns, video/photography, and/or other content as needed.

The Services will be performed by CSC during the period commencing on the EM Program Commencement Date through and including the EM Program End Date as set forth in Schedule 2. The Services shall include the progress reports described in Paragraph 2 of this Schedule 2.

2. PROGRESS REPORTS TO THE CLIENT

CSC will report on its activities and accomplishments in writing at least monthly. Client is responsible for providing prompt feedback regarding results of CSC marketing activities on a timely basis so that CSC may complete (or make adjustments, as necessary, to enhance) performance of Services to allow for maximum desired impact in increasing lead generation and enrollment activities for Client.

3. CLIENT INFORMATION AND MATERIALS TO CSC

Client will furnish to CSC such marks, logos and school photos in electronic form, and other miscellaneous materials required in order for CSC to perform the Services (collectively, “**Client Materials**”), including without limitation, such information as may be requested by CSC for the purpose of generating web content for landing pages, email and social media campaigns and brochures. Client Materials shall be submitted by Client to CSC on or before the submission date set forth in Schedule 3.

4. CLIENT REPORTING OBLIGATIONS AND OTHER OBLIGATIONS:

Client shall be solely responsible for the administration and implementation of all processes and procedures relating to student recruitment, student enrollment and lottery procedures for all existing and prospective students applying for admission to (and/or selected for admission to) Client.

Client shall be solely responsible for all reporting to all governmental and regulatory entities or agencies with jurisdiction over Client as it relates to student recruitment, student enrollment and lottery procedures (including without limitation, the collection of vaccination records and other student information) and all other matters relating to its operation of a charter school.

Client shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school’s charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes, and privacy laws such as FERPA.

Client shall be responsible for delivering to CSC completed Student Application Reports in the form attached hereto as Schedule 4 (collectively, “**Client Reporting Obligations**”), on the dates specified in Schedule 3.

Client shall be responsible to make arrangements for, and hold a minimum of five (5) open house or social events any time during the period commencing within 60 days of the EM Program Commencement Date through the EM Program End Date (as specified in Schedule 3) for the purpose of promoting enrollment for the current school year and the next succeeding school year.

SCHEDULE 2

**FEES
LATE PAYMENT PENALTIES
CLIENT PERFORMANCE PENALTIES
BREAKAGE FEES**

1. FEE CALCULATION FOR SERVICES

In consideration for the value of the Services performed by CSC, Client agrees, in return, to pay to CSC a base fee of \$160,000.00 (“**Base Fee**”), paid in one lump sum by July 31, 2023.

Provided that the Agreement is not terminated by either CSC or the Client as contemplated in Paragraph 10 of the Agreement, Client shall not be required to reimburse CSC for expenses incurred by CSC with respect to the performance of Services under this Agreement.

Provided that the Agreement is not terminated by either CSC or the Client as contemplated in Paragraph 10 of the Agreement, Fees shall be due in full no later than thirty (30) days following Client’s receipt of an invoice for Services rendered. The invoice (“**Invoice Fees**”) will be issued with respect to the Performance Fee due and owing. The timing for the issuance of such invoices is outlined in Schedule 3.

2. LATE PAYMENT PENALTIES

Fees not paid to CSC in full when due upon completion of Services shall result in the assessment of Late Payment Penalties for each 30-day period in which Fees remain unpaid to CSC in full. The Late Payment Penalty shall equal an annual default interest rate of 18%, unless otherwise limited by applicable law, multiplied by the outstanding balance, prorated for time. Such Late Payment Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time and shall be payable 30 days after notification from CSC that such late fees have been applied.

3. CLIENT PERFORMANCE PENALTIES

Failure of the Client to deliver to CSC the final Student Application Reports or otherwise comply with any other Client Reporting Obligations in accordance with the time frames set forth in Schedule 3 shall result in the assessment of Client Performance Penalties for each 30-day period in which Client fails to deliver the final Student Application Report (or any other report required in accordance with Client Reporting Obligations). The Client Performance Penalty shall equal an annual rate of 18%, unless otherwise limited by applicable law, multiplied by the Fee, prorated for time. Such Client Performance Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time.

4. BREAKAGE FEES

If the Client terminates the Agreement, the Client shall be required to reimburse CSC, at cost, for expenses incurred by CSC with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

If CSC terminates the Agreement (with cause), the Client shall be required to reimburse CSC in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by CSC with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

Any amounts due and payable to CSC upon a termination of the Agreement (whether by CSC or Client) shall be due in full no later than fifteen (15) days following Client's receipt of an invoice for the same, along with supporting backup demonstrating actual costs incurred by CSC with respect to performance of Services under this Agreement up to, and including, the effective date of the termination.

5. METHOD FOR PAYMENT

Client elects to pay Fees (along with Late Payment Penalties and Client Performance Penalties, if applicable) or Breakage Fee, as applicable, as follows: **[CHECK ONE BOX ONLY]**

- Client will wire transfer payment in full to CSC-designated deposit account.

- Client will execute an ACH authorization form with respect to any one or more checking/savings account(s) maintained and established in the name of Client at a depository bank, which provides for the drafting of such account by such depository bank for the Fees, and the crediting of an account listed in instructions provided by CSC to such depository bank.

- Client will finance payment of the Fees through a CSC receivables purchase facility. The amount of financing will be determined by actual student enrollment at Client's school at the time of application for financing. Approval for financing shall be subject to satisfactory completion of the CSC underwriting and due diligence process.

SCHEDULE 3

DATES FOR REQUIRED PERFORMANCE

KEY PROGRAM DATES

	<u>RESPONSIBLE PARTY</u>	<u>RECEIVING PARTY</u>	<u>DUE DATE FOR PERFORMANCE</u>	<u>SECTION OF AGREEMENT</u>
Effective Date of Agreement	CSC; Client	N/A	01/02/2023	Opening Paragraph
Deliver Client Materials	Client	CSC	Ongoing	Paragraph 3, <u>Schedule 1</u>
EM Program Commencement Date	CSC; Client	N/A	01/02/2023	Paragraph 1, <u>Schedule 1</u>
Deliver Student Application Report (for pre-applications submitted during preceding month)	Client	CSC	Ongoing	Paragraph 4, <u>Schedule 1</u>
EM Program End Date	CSC; Client	N/A	10/31/2023	Paragraph 1, <u>Schedule 1</u>
Agreement Termination Date ¹	CSC; Client	N/A	10/31/2023	Paragraph 1

OPEN HOUSE DATES

	<u>RESPONSIBLE PARTY</u>	<u>DUE DATE FOR PERFORMANCE</u>	<u>SECTION OF AGREEMENT</u>
Open House or Social Event	Client	April 2023	Paragraph 4, <u>Schedule 1</u>
Open House or Social Event	Client	May 2023	Paragraph 4, <u>Schedule 1</u>
Open House Event (or Social Event)	Client	June 2023	Paragraph 4, <u>Schedule 1</u>
Open House Event (or Social Event)	Client	July 2023	Paragraph 4, <u>Schedule 1</u>
Open House Event (or Social Event)	Client	August 2023	Paragraph 4, <u>Schedule 1</u>

BILLING DATES

¹ Subject to extension by written agreement of the parties.

	<u>RESPONSIBLE PARTY</u>	<u>RECEIVING PARTY</u>	<u>DUE DATE FOR PERFORMANCE</u>	<u>SECTION OF AGREEMENT</u>
Payment of Each Following Fee Due	Client	CSC	30 days following Client's receipt of invoice	<u>Schedule 2</u>
Delivery Invoice for Base Fee of \$160,000.00	CSC	Client	July 15, 2023	<u>Schedule 2</u>

SCHEDULE 4

FORM OF STUDENT APPLICATION REPORT

Student Application Report

Count	Student Unique Identifier (e.g., Student ID Number)	Grade Level
	<i>To include the total new student applications for the entire preceding month ending _____, 20__</i>	<i>To include the grade level for the student as of _____, 20__</i>
1
2
3
4
5
6
7

Certification:

I certify, under penalty of law, based on information and belief formed after reasonable inquiry, that the information contained above is true, accurate and complete.

[CLIENT'S LEGAL NAME]

By:

Printed Name:

Title: