

SERVICES AGREEMENT



SECTION 1: DEFINITIONS

A N A L Y T I C S

- **Customer Data:** All data (including Personal Data), files, documents, and records uploaded to a Subscription Service or transmitted to **EnrollCast Analytics, LLC** under this Agreement by or on behalf of the Customer.
- **De-identified Data:** Information generated by the data processor that does not contain Personal Data or direct identifiers and is not used to identify any individual.
- **Professional Services:** Work performed by **EnrollCast Analytics, LLC**, including implementation, training, community demographic analysis, enrollment projections, and consulting.
- **Subscription Services:** The provision of proprietary software on a subscription basis, including access to the secure web application for location analytics and student data manipulation.

SECTION 2: SCOPE OF SERVICES

- **Enrollment Forecasting:** **EnrollCast Analytics, LLC** shall perform services to generate enrollment forecasts as specified in the agreement.
- **Projection Standards:** The service provides two district-wide and school-by-grade projections annually: one conservative for budget planning and one moderate for facilities planning.
- **Software Access:** The Customer is granted a non-exclusive, non-transferable right to access the secure web-based system during the term of the agreement.
 - **FindMySchool** - School locator: Districts can add a public 'locate my school' feature to their website, allowing families to find schools based on their residence zone.
- **Customer Support and Training:** **EnrollCast Analytics, LLC** shall provide the following support services at no additional cost to the **DISTRICT** during the term of this Agreement:
 - **Unlimited Telephonic Support:** The **DISTRICT** shall have unlimited access to telephonic technical support during standard business hours (8 am - 5pm, Pacific Time) for assistance with system navigation, data interpretation, and general troubleshooting.
 - **Web-Based Technical Assistance:** **EnrollCast Analytics, LLC** shall provide unlimited web-based support via email or via web-based meeting to address technical inquiries and system performance.
 - **Ongoing Professional Training:** Unlimited web-based training sessions shall be made available to all authorized **DISTRICT** users to ensure proficiency in utilizing location analytics, enrollment forecasting tools, and the capabilities of the EnrollCast platform.

- **Administrative Support: EnrollCast Analytics, LLC** will provide dedicated assistance to the **DISTRICT'S** appointed Administrative User for the management of user access rights and secure server protocols.
- **On-Demand Resources:** The **DISTRICT** shall have full access to all online user manuals, video tutorials, and documentation describing the functionality and features of the provided software
- **Administrative and Access Support:** For issues related to system access, user permissions, or managing data on the secure server, the Customer's appointed Administrative User is the primary point of internal contact.
- **Role of Administrative User:** This individual is responsible for administering access rights and setting up authorized personnel within the district who are granted access to the EnrollCast platform. If the Administrative User requires assistance with system administration or additional training, they should contact EnrollCast Analytics directly.

SECTION 3: FEES AND PAYMENT

- **Fee Structure:** The fee schedule is based upon the Customer's most recent reported enrollment and the selected projection package.
- **Payment Schedule:** For each fiscal year, **EnrollCast Analytics, LLC** will issue one (1) annual invoice for 100% of the total annual fee upon the initial date of execution of this agreement.
- **Late Payments:** If an invoiced amount is overdue by thirty (30) days or more, **EnrollCast Analytics, LLC** reserves the right to charge a late fee of 1.5% monthly.
- **Expenses:** The Customer agrees to pay for pre-approved reasonable travel, lodging, and material expenses.
- **Annual Price Adjustment.** EnrollCast Analytics, LLC reserves the right to increase annual subscription fees for any Renewal Term. Such increases will be reflected in the renewal invoice and shall not exceed **three percent (3%)** of the prior year's rate for the same subscription.

SECTION 4: DATA PRIVACY AND SECURITY

- **Data Ownership:** The Customer maintains sole and exclusive ownership of all right, title, and interest in and to all Customer Data supplied to **EnrollCast Analytics, LLC**.
- **Privacy Principles:** **EnrollCast Analytics, LLC** will limit the information collected to what is necessary to conduct business and ensure compliance with FERPA and student data privacy laws.
- **Security Safeguards:** Personal information will be protected with physical, electronic, and procedural safeguards appropriate to the sensitivity of the information.
- **Breach Notification:** In the event of an unauthorized disclosure of personal student information, **EnrollCast Analytics, LLC** will notify the Customer in writing within 48 hours.
- [EnrollCast Analytics Privacy Policy](#)

SECTION 5: TERM AND TERMINATION

- **Term and Automatic Renewal.** The initial term of this Agreement shall begin on the Effective Date and continue until the end of the current fiscal period (the "Initial Term"), which may be **prorated for a period of less than twelve (12) months** as specified in the Quote. Upon expiration of the Initial Term, this Agreement shall **automatically renew** for successive twelve (12) month periods (each a "Renewal Term") unless either party provides written notice of non-renewal.
- **Notice Requirements.** Notice of non-renewal must be submitted in writing (email to **accounting@enrollcast.com** is acceptable) and received at least **sixty (60) days prior** to the expiration of the then-current term.
- **Pricing.** All Renewal Terms are subject to EnrollCast Analytic's then-current list price at the time of renewal, unless otherwise specified in the Quote.
- **Termination for Convenience:** The Customer may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Cause:** Either party may terminate for cause upon 30 days written notice of a material breach if such breach remains uncured.
- **Non-Appropriation of Funds.** The District's obligation to pay Fees for any Renewal Term is contingent upon the appropriation and availability of funds for such purpose.
 1. **Right to Terminate:** In the event that sufficient funds are not appropriated by the District's governing body for the upcoming fiscal period, the District may terminate this Agreement at the end of the then-current paid term without penalty.
 2. **Notice Requirement:** The District agrees to provide written notice of such non-appropriation to **accounting@enrollcast.com** as soon as is reasonably practical, but no later than thirty (30) days prior to the commencement of the next Renewal Term.
 3. **Effect of Termination:** Upon termination under this section, the District shall be released from any further payment obligations for future terms, but shall remain liable for all services rendered and fees owed through the end of the current term. The District further agrees that it will not use this clause as a "cancellation for convenience" to switch to a similar competing product during the same fiscal period.
- **Data Retention:** Upon termination of the agreement or written request, Student Data will be deleted from active systems within 60 days.
 - Backups: Data in encrypted backups will be deleted within 90 days in accordance with standard cycles

SECTION 6: CONFIDENTIALITY, LIMITATIONS AND INDEMNITY

- **Confidential Information.** Each Party may disclose or make available Confidential Information to the other Party. "Confidential Information" means non-public information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the

circumstances of disclosure, including business and marketing plans, technology and technical information, methodologies, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of EnrollCast Analytics, LLC includes the Services, EnrollCast Analytics, LLC Software, and, subject to the Public Records Act section below, the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records:

- is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party;
 - was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
 - is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or
 - is independently developed by the Receiving Party without the aid, application or use of the Confidential Information.
- For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional EnrollCast Analytics, LLC services.
- **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to:
 - not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and
 - except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.
- The Receiving Party’s obligations under this section shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.
- **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.
- **Public Record Act:** Notwithstanding anything herein to the contrary, EnrollCast Analytics, LLC acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts:

- EnrollCast Analytics, LLC will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not EnrollCast Analytics, LLC's proprietary information or otherwise exempted from disclosure; and
 - Customer shall provide EnrollCast Analytics, LLC a reasonable opportunity to object to any such request as permitted under applicable law.
- **Indemnification: EnrollCast Analytics, LLC** shall indemnify and hold the Customer harmless from liability arising from the performance of this Agreement, including third-party legal actions caused by the acts of **EnrollCast Analytics, LLC**.
 - **Indemnification By Customer:**
 - **Defense of Claims.** To the extent permitted under applicable law, Customer will defend **EnrollCast Analytics, LLC** and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**EnrollCast Analytics, LLC** Indemnitees") from and against any claim, demand, suit or proceeding brought by a third party against an **EnrollCast Analytics, LLC** Indemnitee (a "Claim Against **EnrollCast Analytics, LLC**") to the extent arising out of:
 - (a) any Customer Data or use of Customer Data with the Services;
 - (b) any information or content (other than **EnrollCast Analytics, LLC**-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or
 - (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement.
 - **Exclusions.** The above defense and indemnification obligations do not apply if a Claim Against **EnrollCast Analytics, LLC** arises from **EnrollCast Analytics, LLC's** breach of the Agreement or violation of applicable law.
 - **Limitation of Liability:** To the maximum extent permitted by law, neither party shall be liable for lost profits, revenues, or consequential damages.
 - **Monetary Cap:** Aggregate liability shall not exceed the total amount paid by the Customer for the services in the twelve (12) months preceding the incident

SECTION 7 - ENTIRE AGREEMENT

- **Scope:** This Agreement, along with all attached quotations, Statements of Work referenced exhibits, constitutes the complete and entire agreement between **EnrollCast Analytics, LLC** and the **DISTRICT** with respect to its subject matter.
- **Supersession:** This Agreement supersedes all prior written or oral discussions, understandings, arrangements, proposals, and negotiations regarding the services described herein.

- **Modification:** This Agreement may only be amended or modified by a written document specifically referencing the sections to be changed and signed by authorized representatives of both Parties.
- **Order of Precedence:** In the event of any conflict or inconsistency between the documents, the order of precedence shall be: (1) the executed Quote/Schedule, (2) the body of this Agreement, and (3) any other referenced exhibits
- **Severability:** If any provision of this Agreement is held by a court to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.