

## EDUCLIMBER SOFTWARE SERVICES AGREEMENT

This EduCLIMBER Software Services Agreement (“*Agreement*”) is entered into effective as of **May 29, 2018** (“*Effective Date*”) by and between EduCLIMBER, LLC, a Delaware limited liability company (“*EduCLIMBER*”), and Plymouth (CT) Public Schools (“*District*”).

### RECITALS

WHEREAS, District desires to implement a web-based software system to assist teachers, schools and school districts in tracking, storing, monitoring, reporting and organizing student performance data and in tracking, storing, monitoring, reporting and organizing student and teacher progress;

WHEREAS, EduCLIMBER has developed, owns and hosts online such a system known as EDUCLIMBER (the “*System*”); and

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **June 30, 2021** (“*Term*”).

2. System Services; Third Party Services. Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District’s students, but only with respect to the schools identified on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District schools. District shall set up IDs and passwords for District Users. District is responsible for the actions of all District Users and other District employees and agents and for ensuring both that only District Users are provided access to the System (including ensuring ID and password security) and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. “*District Users*” means District employees, consultants, students and such students’ parents or guardians holding a valid ID and password to use the System issued by the District. District will notify EduCLIMBER if District’s data or passwords are compromised.

3. Fees.

(a) Annual Fee. District agrees to pay to EduCLIMBER an annual fee (the “*Annual Fee*”) for access and use of the System consisting of **\$4.00** per student. The parties further agree that the Student Count to be used in calculating the Annual Fee for the initial school year of the Term shall be the number of students during the preceding school year based upon the official Connecticut state website for schools in the District that will be using or are authorized to use the System.

(b) Training. EduCLIMBER will provide up to **6** hours of initial on-line training to District in the basic use of the System at a charge of **\$1,700** (the “*Initial Training Fee*”). Training will be presented at such times and localities as EduCLIMBER and District mutually agree.

(c) **Estimated Fees.** By way of example, the estimated Annual and Initial Training Fees for the Term assuming the following Student Count(s) would be as follows:

Year 1

Dates: 7/1/2018 - 6/30/2019

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL
1,402	eduCLIMBER Implementation (Early Adopter)	Special promotion to welcome eduCLIMBER to the Illuminate family! \$1/student discount to eduCLIMBER licenses. (Limited to new customers who sign contracts by June 30th, 2018. Limited quantities available.)	\$0.00	\$0.00	\$0.00
1,402	---- eduCLIMBER Initial Setup	eduCLIMBER Initial Software Setup that includes live support from eduCLIMBER specialists in helping a district upload assessment and behavior data as well as syncing the Student Information System.	\$1,402.00	\$1,402.00	\$1,402.00
1,402	---- eduCLIMBER - Licenses	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$4.00	\$5,608.00
1	---- eduCLIMBER Certification Remote Training	In-depth training provided over 2-4 training sessions on use of specific features in eduCLIMBER that relate to various roles in the district.	\$1,700.00	\$1,700.00	\$1,700.00
4	---- eduCLIMBER LMS Registration	Single user access, for 6 weeks, to a self-guided, video learning series related to an eduCLIMBER module.	\$50.00	\$0.00	\$0.00
				Total	\$8,710.00

Year 2

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL
1,402	eduCLIMBER - Licenses	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$4.00	\$5,608.00
				Total	\$5,608.00

Year 3

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL
1,402	eduCLIMBER - Licenses	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$4.00	\$5,608.00
				Total	\$5,608.00

(d) **Additional Services.** Upon written request and authorization by District, EduCLIMBER may provide additional services to District. The scope, timeframe and fees for any additional services will be mutually agreed upon in writing by EduCLIMBER and District and subject to the terms and conditions of this Agreement. EduCLIMBER reserves the right to deny any request for additional services.



(e) Payment. The Annual Fee for each school year and fees for initial training and additional services shall be paid by District within 30 days of receipt of an invoice from EduCLIMBER. EduCLIMBER may submit an invoice for the Annual Fee in advance of each school year and an invoice for the Initial Training Fee in advance of the initial school year on or after the first day of such school year. EduCLIMBER may submit an invoice for additional services following the provision of such services.

(f) Failure to Make Payment. In the event District fails to pay the Annual Fee when due it will constitute a material breach of this Agreement and, upon written notice from EduCLIMBER, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and EduCLIMBER will have no further obligation to provide any maintenance or support to District or District Users.

(g) Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. To the extent District is not exempt therefrom, District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to EduCLIMBER under this Agreement, excluding taxes based on EduCLIMBER's overall net income.

4. Ownership of System; Third Party Materials. EduCLIMBER and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to EduCLIMBER ("**Third Party Materials**"), including but not limited to copyrights, patent rights, trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, EduCLIMBER shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by EduCLIMBER pursuant to this Agreement ("**Specific Developments**"). District will have no rights in the System, any derivative works, the Specific Developments or Third Party Materials, except the right to access and use them as expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the System or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or license the System or Third Party Materials, (iii) create derivative works based upon the System or (iv) permit anyone other than District Users to use the System. District acknowledges that the System is confidential in nature and constitutes a trade secret of EduCLIMBER and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or elements thereof, to any third party during the Term or thereafter.

5. Hosting; System Maintenance and Support. EduCLIMBER agrees that the System and District Data (as defined below) will be hosted by EduCLIMBER. District acknowledges that the System is a national product that has product development processes that are designed to meet the needs of many schools and districts and additional development to meet the unique needs of District is not part of this Agreement. EduCLIMBER agrees to provide maintenance and support of the System to District. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; and support to District in resolving problems/errors with respect to the System. Maintenance and support of the System is provided at no additional cost to District. EduCLIMBER is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by District or District Users, or District employees or agents,



unless such modification or alteration is approved in writing by EduCLIMBER, or (b) any failure of District equipment or software.

6. Responsibilities of District. District agrees to prepare and furnish to EduCLIMBER upon request such information as is reasonably requested by EduCLIMBER in order for EduCLIMBER to perform its obligations under this Agreement, including but not limited to all District Data, which shall be provided in a format consistent with the data file specifications provided by EduCLIMBER.

7. District Data.

(a) Ownership and Control. District will retain ownership of, and the ability to control, all student data and other District information imported into the System ("***District Data***"). EduCLIMBER may, however, internally use District Data that has been de-identified, including aggregated de-identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, to the extent District Data resides on EduCLIMBER servers, EduCLIMBER agrees to assist in promptly transferring such District Data back to District in an industry standard open format such as SQL at no charge.

(b) Sharing of District Data. EduCLIMBER will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to EduCLIMBER's subcontractors who need access to fulfill EduCLIMBER's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When EduCLIMBER believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. EduCLIMBER will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

8. Privacy and Security of Student Data.

(a) Definitions.

(i) "***Pupil-Generated Content***" means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) "***Pupil Records***" means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by EduCLIMBER to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.



(b) Ownership and Control of Pupil Records. Pupil Records obtained by EduCLIMBER from District will continue to be the property of and under the control of the District.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the District.

(d) Use of Pupil Records. EduCLIMBER will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to District and furnishing District, upon request, such information as is reasonably required to respond to the request. District is responsible for correcting all such erroneous information and EduCLIMBER agrees to fully cooperate with District to make such corrections.

(f) Security and Confidentiality. EduCLIMBER will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. EduCLIMBER will identify those employees and consultants who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. EduCLIMBER warrants that all Pupil Records will be encrypted in transmission. EduCLIMBER further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, District will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. EduCLIMBER certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to EduCLIMBER upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. District and EduCLIMBER each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on EduCLIMBER for content provided by any third party.

## 9. EduCLIMBER Warranty.

(a) System Warranty. EduCLIMBER warrants to District that the System as made available



to District, will materially comply with the performance specifications of EduCLIMBER for such System as set forth www.educlimber.com. EduCLIMBER does not warrant that the operation of the System will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, EDUCLIMBER AND DISTRICT ACKNOWLEDGE THAT THE SYSTEM IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SYSTEMS OF THIS TYPE.

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL EDUCLIMBER SERVICES ARE PROVIDED "AS IS" AND EDUCLIMBER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND EDUCLIMBER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. Indemnification.

(a) By EduCLIMBER. EduCLIMBER agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that District's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the System; (ii) to the extent resulting from the gross negligence or intentional misconduct of EduCLIMBER or its employees or agents; or (iii) to the extent resulting from any material breach of any of the representations, warranties or covenants contained herein by EduCLIMBER.

(b) By District. To the extent permitted under applicable law, District agrees to defend, indemnify and hold harmless EduCLIMBER and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim to the extent resulting from (i) the gross negligence or intentional misconduct of District or its employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to defend, indemnify and hold harmless is subject to the conditions that the party with the obligation to defend, indemnify and hold harmless ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced thereby. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense



thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

11. Insurance. EduCLIMBER agrees to carry a comprehensive general and, if EduCLIMBER has any company-owned or company-leased vehicles, automobile, liability (including cyber) insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect EduCLIMBER and District against liability or claims of liability which may arise out of this Agreement. EduCLIMBER agrees to maintain workers' compensation insurance as required under applicable law.

12. Termination.

(a) Termination by District. District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving EduCLIMBER written notice of its intent to so terminate at least thirty (30) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4 (Ownership of System; Third Party Materials), 8 (Privacy and Security of Student Data), 9 (EduCLIMBER Warranty), 10 (Indemnification), 12 (Termination) and 13 (Miscellaneous) and any obligations to pay the Annual Fee or any other fees or taxes pursuant to Section 3 that were earned or payable relating to the period prior to termination.

13. Miscellaneous.

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.



(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to EduCLIMBER:

EduCLIMBER, LLC  
6531 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Attention: Contracts Administrator  
E-mail: [Contracts@IlluminateED.com](mailto:Contracts@IlluminateED.com)

If to District:

Plymouth(CT) Public Schools  
27 North Harwinton Ave  
Terryville, Connecticut 06786  
Attention: Richard Trudeau  
E-mail: [richt@plymouth.k12.ct.us](mailto:richt@plymouth.k12.ct.us)

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale or other transfer of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by EduCLIMBER and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the state in which the District is located, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any



instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. Except for the indemnification rights of certain directors, officers, employees and agents expressly set forth in Section 10 (Indemnification), this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. EduCLIMBER represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER DISTRICT OR EDUCLIMBER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(k) CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE ANNUAL FEE FOR ONE YEAR SET FORTH IN SECTION 3. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(l) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstance beyond such party's reasonable control (a "***Force Majeure Event***"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**Plymouth(CT) Public Schools**

**EDUCLIMBER, LLC**

6/13/18  
Date

May 29, 2018  
Date

Richard Trudeau  
Signature



Scott Hickson, CFO

Richard Trudeau  
Print

Director of Technology  
Title



**EXHIBIT A  
LOCATIONS**

Eli Terry Jr. Middle School  
Harry S Fisher Elementary  
Plymouth Center School  
Terryville High School