

**STUDER EDUCATION - ROUNDING SOLUTIONS AGREEMENTS**

This **ROUNDING SOLUTIONS AGREEMENT** (“**Agreement**” or “**RSA**”) is dated February 14, 2026 (“**Effective Date**”) and entered into between Studer Education, LLC, a Colorado limited liability company (“**Studer**”) and Anchorage Independent School District, . (“**Customer**”). Customer desires to access and use Studer’s rounding services and technology solutions that help enable organizations to deliver better outcomes through repeatable, consistent, structured conversations and data-gathering, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

**1. DEFINITIONS.**

**1.1 “Affiliate”** means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

**1.2 “Customer Data”** means the electronic data and information input into the Rounding Platform by or on behalf of Customer. Customer Data does not include Usage Data or Aggregated Data, as such terms are defined below.

**1.3 “Documentation”** means any user materials, instructions, and specifications made available by Studer to Customer for the Services.

**1.4 “Order”** means any written order document executed by Studer and Customer setting forth the terms and conditions relating to the Services, including the applicable Fees. Each Order is incorporated by reference into this Agreement.

**1.5 “Rounding Platform”** means the Studer’s proprietary platform utilized by Studer to provide the Software to Customer under this Agreement.

**1.6 “Software”** means Studer’s proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Studer to Customer and Users as part of the Rounding Platform, including any modified, updated, or enhanced versions that may become part of the Software.

**1.7 “Users”** means Customer’s employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

**2. SERVICES.** Subject to the terms and conditions of this Agreement, Studer shall provide to Customer the Services ordered by Customer under this Agreement and each Order, where “**Services**” means, individually and collectively, the Professional Services (if any are ordered), Support Services, access to the Platform, and the other services and functionality made available on, by, or through the Platform by Studer under this Agreement. “**Support Services**” means Studer’s standard technical support, including as available through the Rounding Platform, help pages, and functionality, and live support as described in the Order “**Professional Services**” means the professional services provided by Studer that are in addition to the provision of the Rounding Platform and Support, as further described in an applicable Order.

**3. ACCESS TO ROUNDING PLATFORM.**

**3.1 Access Rights; Customer’s Use of the Platform.** Subject to the terms and conditions of this Agreement, Studer hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted below), non-sublicensable right to access and use the Rounding Platform for Customer’s and its Affiliates’ internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement. Studer and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

**3.2 Restrictions on Use.** Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**3.3 Users.** Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates’ independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer shall be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if

performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Rounding Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement. Studer reserves the right to condition access to and use of the Services and Software by each User on the User's agreement to Studer standard click-through agreement, which applies to and governs that individual User's permissions and use of the Services (a "EULA"), provided, however, that no terms of any EULA modify or supersede any terms of this Agreement or affect any rights or obligations of Customer hereunder.

**3.4 Customer Data, and Acceptable Use Policy.** Customer and Users may post Customer Data, including information, images, data, and content, on the Rounding Platform, all of which remains the property of Customer or its Users, and to which Customer and each User grants Studer a license to copy, process, and publish such Customer Data as is reasonably necessary to provide the Services. Customer and Users shall not use, or facilitate or allow others to use, the Services or the Software: (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for any content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; or (f) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"). Studer reserves the rights to investigate any allegations of any of the foregoing and to suspend or terminate the Services upon a reasonable belief that any violations of the foregoing have occurred.

**3.5 Prohibited Data.** Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users do not, upload to the Platform or otherwise submit or make accessible to Studer any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, educational records, student educational records as defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than business-related Personal Data necessary to utilize and deliver the Services to Customer) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (a) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (b) Studer shall have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer or any User uploads any Prohibited Data to the Platform in violation of this Section, Studer may, without limiting any of its other rights and remedies, delete such Prohibited Data.

#### **4. FEES AND PAYMENT TERMS.**

**4.1 Price.** Customer shall pay Studer the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Studer under this Agreement (excluding any taxes arising from Studer's income or any employment taxes). Fees for any Services requested by Customer that are not set forth on an Order will be charged as mutually agreed to by the parties in writing.

**4.2 Payment.** Customer shall pay to Studer all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Studer of the dispute within 30 days after receipt of such invoice. If Studer does not receive notice of a dispute during such 30-day period, Customer is deemed to have accepted the Fees set forth in the invoice. All payments received by Studer are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

#### **5. TERM AND TERMINATION.**

**5.1 Term.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

**5.2 Order Term.** The initial term of an Order begins on the date set forth in the Order and continues for three years ("**Initial Term**"). Each Order automatically renews for additional one-year periods (each, a "**Renewal Term**"), unless a party gives the other party written notice of its intent to not renew at least 60 days prior to the end of the Initial Term or the then-current Renewal Term.

**5.3 Termination for Cause.** A party may terminate this Agreement or an Order upon notice if the other party materially breaches any provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

**5.4 Effects of Termination.** Upon termination of this Agreement and all Orders: (a) all amounts owed to Studer under this Agreement before such termination are due and payable; (b) Customer's rights granted in this Agreement immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and return or erase, all copies of the Documentation in Customer's possession or control; and (d) Studer shall promptly return or erase all Customer Data, except that Studer may retain Customer Data in Studer's archived backup files. Sections 1, 3.2, 4-7, 8.3, and 9-11, along with any definitions or provisions required to enforce or interpret the foregoing, survive expiration or termination of this Agreement.

**5.5 Suspension.** Notwithstanding anything to the contrary in this Agreement, Studer may suspend Customer's access to the Platform if Studer determines that: (a) there is an attack on the Platform; (b) Customer's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Studer and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer or any Users have breached any license restrictions or confidentiality obligations; (d) Customer's or its Users' use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Studer provides Customer with written notice of such late payment. Studer shall use commercially reasonable efforts to provide Customer with notice of such suspension. Studer may suspend Customer's access to the Platform until the situation giving rise to the suspension has been remedied to Studer's reasonable satisfaction. Studer's suspension of Customer's access to the Platform will not relieve Customer of its payment obligations under this Agreement.

## **6. CONFIDENTIALITY.**

**6.1 Definitions.** "**Confidential Information**" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Studer's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

**6.2 Protection.** Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section. Recipient shall be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**6.3 Exceptions.** Recipient shall have no confidentiality obligations under this Section with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure without an obligation of confidentiality; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

## **7. PROPRIETARY RIGHTS AND DATA.**

**7.1 Rounding Platform.** As between the parties, all proprietary technology utilized by Studer to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, are the exclusive property of Studer. Studer or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Rounding Platform, including the Software, Documentation, customizations, all content (excluding Customer Data) delivered through the Rounding Platform, and enhancements, and all processes, know-how, and the like utilized by or created by Studer in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Studer.

**7.2 Work Product/Content.** Unless an Order specifically identifies newly-developed custom works of authorship that Studer is to develop and that Customer shall own ("**Custom Deliverables**"), all reports, analyses, documentation, and other information provided by Studer to Customer remain the property of Studer ("**Materials**"), and Studer grants Customer a license to use the Materials in connection with the Services. For any Work Product identified in an Order, Studer shall assign and transfer to Customer all right, title, and interest in such Custom Deliverables.

**7.3 Customer Data and License.** As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein. Customer hereby grants to Studer and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted below) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

**7.4 Data Security and FERPA.** Studer shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data transmitted to and stored within the Services, in accordance with applicable industry standards. Notwithstanding the foregoing, Customer acknowledges that the Service is *not* designed to process, store, or manage sensitive personal information, including Prohibited Data. Except for limited business contact information of Users (e.g., names, job titles, business email addresses, and business phone numbers), Customer uploads to or process through the Services any other personal information, whether subject to the CCPA, FERPA, or other applicable federal or state privacy laws, strictly at Customer's sole risk. Studer shall have no responsibility or liability for any such information submitted in

violation of this Section. Customer remains solely responsible for its compliance with all applicable data protection laws and shall ensure that Customer's use of the Service, and Customer's provision of Customer Data, complies with all such laws.

**7.5 Aggregated Data and Usage.** "Aggregated Data" means any data or information that is either (or both) de-identified or aggregated with other data such that no individual person (including Customer or any User) can reasonably be identified from such data. Notwithstanding anything in this Agreement to the contrary, Studer may use, analyze, maintain, store, and publish Aggregated Data. Studer retains ownership of all right, title, and interest in and to Aggregated Data. Studer may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services. Studer may identify or disclose Customer and any User publicly only with the prior consent of Customer or such User. "Usage Data" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform. Studer retains ownership of all right, title, and interest in and to the Usage Data. Studer may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Studer's services, systems, and algorithms.

## **8. WARRANTY; DISCLAIMERS.**

**8.1 Access to the Platform.** Studer warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Studer does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Studer of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "Error") within 30 days after Customer experiences such Error, Studer shall, at its own expense and as its sole obligation and Customer's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Studer is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Studer, and Studer shall refund the amounts paid by Customer for the remainder of the then-current annual period. The warranties set forth in this Section do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

**8.2 Right to Customer Data.** Customer represents and warrants that Customer has the rights and licenses to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Studer the license to Customer Data set forth above.

**8.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

## **9. INDEMNIFICATION.**

**9.1 Claims Against Customer.** Studer shall defend any claim, suit, or action against Customer brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (a "Customer Claim"), and Studer shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "Losses") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. If the use of the Platform is enjoined, Studer shall, at Studer's option and expense, either: (a) procure for Customer the right to continue using the Platform; (b) replace the Software with a non-infringing but functionally equivalent product; (c) modify the Software so it becomes non-infringing; or (d) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Studer shall have no obligation under this Section with respect to any infringement claim based upon: (i) any use of the Platform not in accordance with this Agreement; (ii) any use of the Platform in combination with products, equipment, software, or data that Studer did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Platform by any person other than Studer or its authorized agents or subcontractors. This Section states Studer's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

**9.2 Claims Against Studer.** Customer shall defend, any claim, suit, or action against Studer brought by a third party to the extent that such claim, suit, or action is based upon Studer's use of any Customer Data in accordance with this Agreement or Customer's use of any Customer Data (a "Studer Claim"), and Customer shall indemnify and hold Studer harmless, from and against Losses that are specifically attributable to such Studer Claim or those costs and damages agreed to in a settlement of such Studer Claim. Notwithstanding the foregoing, Customer shall have no obligation under this Section or otherwise with respect to any Studer Claim to the extent based upon Studer's use of the Customer Data in violation of this Agreement.

**9.3 Mechanics of Claims.** The foregoing obligations are conditioned on the party seeking defense and indemnification: (a) promptly notifying the indemnifying party in writing of such Claim; (b) giving the indemnifying party sole control of the defense

of the Claim and any related settlement negotiations; and (c) cooperating and, at the indemnifying party's request and reasonable expense, assisting in such defense.

**10. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO STUDER UNDER THIS AGREEMENT DURING THE INITIAL TERM OR RENEWAL TERM, AS APPLICABLE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION DO NOT APPLY TO A PARTY'S OBLIGATIONS FOR DEFENSE AND INDEMNITY, LIABILITY ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OR ANY LICENSES OR RESTRICTIONS UNDER THIS AGREEMENT.

**11. GENERAL.**

**11.1 Independent Contractor.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

**11.2 Subcontractors.** Studer may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "Subcontractors") in the performance of its obligations, provided that Studer shall remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Studer, would constitute a breach of, or otherwise give rise to liability to Studer under, this Agreement.

**11.3 Assignment.** Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing is void and of no force or effect.

**11.4 Force Majeure.** Except for payment obligations, neither party shall be liable for any breach of this Agreement, or for any delay or failure of performance, resulting from any cause beyond that party's reasonable control.

**11.5 Notices.** To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and is effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

**11.6 Governing Law; Venue.** The laws of the State of Kentucky govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Denver, Colorado in any litigation arising out of this Agreement or the Services.

**11.7 Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

**11.8 Waivers.** To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion does not constitute a waiver of any other provision or of such provision on any other occasion.

**11.9 Severability.** If any provision of this Agreement is unenforceable, the other provisions of this Agreement remain unimpaired and enforceable to the maximum extent permissible under law, and the unenforceable provision is to be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

**11.10 Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which together constitute the same instrument.

**11.11 Entire Agreement.** This Agreement, including any Order and any exhibits or attachments thereto, constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party are binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement govern unless the Order specifically overrides this Agreement. No amendment to this Agreement is effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Services Agreement as of the Effective Date.

**ANCHORAGE INDEPENDENT SCHOOL DISTRICT**

**STUDER EDUCATION, LLC**

Signature: \_\_\_\_\_

Signature: *Martin Lessmann*

Printed: \_\_\_\_\_

Printed: Marty Lessmann

Title: \_\_\_\_\_

Title: CXO

Date: \_\_\_\_\_

Date: February 16, 2026

Address for Notice:

Address for Notice:

Anchorage Independent School District,

Studer Education, LLC

11400 Ridge Road

Attention: K12 ROUNDING

Anchorage, KY 40223

6732 W Coal Mine Ave

Unit 501

Littleton, CO 80123

**Exhibit A**

**Order Form and Description of Services**

This order form (this "Order") is made subject to and part of the Services Agreement, dated February 14, 2026, by and between Studer Education, LLC ("Studer") and the Customer identified below. Except as expressly set forth below in this Order, the terms and conditions of the Agreement govern the delivery of the Services described in this Order.

<b>Customer:</b>	Anchorage Independent School District
<b>Customer Address:</b>	11400 Ridge Road, Anchorage, KY 40223
<b>Effective Date of Order:</b>	July 1, 2025
<b>Initial Term</b>	3 years from Effective Date Each annual period from the Effect Date is a "Contract Year"
<b>Renewal Periods</b>	One year each
<b>Description of Services:</b>	<b>ROUNDING PLATFORM:</b>  <u>Description:</u> Access and Use of the Rounding Platform <ul style="list-style-type: none"><li>● Unlimited users with the Institution's employee based governed by domain email addresses - with written exceptions made by Studer Education on behalf of the institution.</li><li>● Users assigned accounts by named admin</li></ul>
	<b>CUSTOMER SUCCESS, CONFIGURATION, AND IMPLEMENTATION SERVICES</b> <u>Description:</u> <ul style="list-style-type: none"><li>● To be completed within 90 days of this Order.</li><li>● A comprehensive review of district structuring to meet the employee rostering needs of the platform.<ul style="list-style-type: none"><li>○ Securing a CSV list of all employees across the institution</li><li>○ Identification of department / school assignments for employees across the institution</li><li>○ Uploading employees name, email, and identified department / school into the platform.</li><li>○ Up to 5 hours of online video conferencing (e.g., Zoom) to support the following services:<ul style="list-style-type: none"><li>▪ Admin coaching and strategy for assigning platform users</li><li>▪ Conducting interviews with key users to ensure a successful platform launch, adoption, and usage.</li><li>▪ Guidance on adding users, managing user permissions, and navigating the platform.</li><li>▪ Coaching on building customized templates</li><li>▪ Executive-level platform coaching</li><li>▪ Utilizing the platform to monitor and enhance rounding conversation and summary reports.</li><li>▪ Additional services as mutually agreed upon.</li></ul></li></ul></li><li>● QUARTERLY - UNTIL ANNIVERSARY DATE, START OF YEAR 2<ul style="list-style-type: none"><li>○ Up to 3 hours of online video conferencing support (e.g., Zoom), tailored to customer-specific needs and strategy development.</li></ul></li></ul> <p><u>Total Fees for Implementation and Configuration:</u> \$2,995 discounted to \$0.</p>

	<p><b>TECHNICAL SUPPORT:</b></p> <p><u>Description:</u> Live support available M-F, 8am-4pm MT</p> <p>Total Annual Fees for Technical Support: <i>Included in Annual Rounding Platform Fees.</i></p> <p><b>ADDITIONAL SERVICES:</b></p> <p><u>Description:</u> <i>Services beyond the scope of Customer Success, Implementation, and Configuration Services may be provided at a rate of \$225 per hour, plus any applicable travel, meal, and entertainment expenses necessary for the performance of the agreement. Such additional services and associated costs shall require prior mutual written agreement between the parties before commencement.</i></p>
<p><b>Fees and Invoicing:</b></p>	<p><u>Total Annual Platform for Unlimited Users</u></p> <ul style="list-style-type: none"> <li>● Year 1: \$4,995/year - <b>Included</b> with the Strategic Planning and Leadership Success Package. No charge will be applied to Anchorage Public Schools for the duration of the existing Success Package agreement.</li> <li>● Year 2: \$4,995/year - <b>Included</b> with the Strategic Planning and Leadership Success Package. No charge will be applied to Anchorage Public Schools for the duration of the existing Success Package agreement.</li> <li>● Year 3: \$4,995/year - <b>Included</b> with the Strategic Planning and Leadership Success Package. No charge will be applied to Anchorage Public Schools for the duration of the existing Success Package agreement.</li> </ul> <p><u>Total Fees for Customer Success Implementation and Configuration Services:</u> \$0</p> <p><u>Total Annual Fees for Technical Support:</u> <i>Included in Annual Platform Fees</i></p> <p><u>Invoicing:</u> Studer will submit invoices within 30 days of the Effective Date of this Order, and annually within 30 days of the anniversary of the Effective Date of this Order.</p>

The Parties hereby executed this Order as of the Effective Date of Order set forth above.