

FIRST AMENDMENT TO SOFTWARE-AS-A-SERVICE AGREEMENT

This First Amendment to the Software-as-a-Service Agreement (this “*Amendment*”) is entered into as of the date last signed below (the “*Amendment Effective Date*”), by and between MSB School Services, LLC, a limited liability company, having an address of 801 S. Hwy 183, #1589, Leander, TX 78641 (“*MSB*”), and Decatur Independent School District, a public school district and political subdivision of the State of Texas, having an administrative office located at 307 S. Cates St., Decatur, TX 76234 (the “*District*”). MSB and the District are each referred to herein as a “*Party*” and, collectively, as the “*Parties.*”

RECITALS

WHEREAS, the Parties entered into that certain Software-as-a-Service Agreement, fully executed on or about February 6, 2026 (the “*Original Agreement*”); and

WHEREAS, the Original Agreement provides for an initial term of one (1) year following the Effective Date; and

WHEREAS, the Parties desire to amend the Original Agreement to extend the initial term to two (2) years, commencing February 6, 2026 and expiring February 5, 2028; and

WHEREAS, Section 9(m) of the Original Agreement provides that the Agreement may be amended by an agreement in writing signed by each Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to Term. The Term provision of the Original Agreement is hereby amended and restated in its entirety as follows:

“The initial term of this Agreement begins on February 6, 2026 and, unless terminated earlier pursuant to this Agreement’s express provisions, will continue in effect until February 5, 2028 (the ‘Initial Term’). Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year term(s) unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a ‘Renewal Term’ and together with the Initial Term, the ‘Term’).”

2. No Other Changes. Except as expressly modified by this Amendment, all other terms, conditions, and provisions of the Original Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Original Agreement, this Amendment shall control.

3. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas, consistent with the governing law provision of the Original Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment as of the Amendment Effective Date.

DISTRICT:

Decatur Independent School District

By: _____

Name: _____

Title: _____

Date: _____

MSB:

MSB School Services, LLC

By: _____

Name: _____

Title: _____

Date: _____