Red River

MASTER SERVICES AGREEMENT

This Master Service Agreement (the "**Agreement**") is entered into by and between **Red River Technology LLC** with a principal place of business at 14111 Park Meadow Drive, Suite 120, Chantilly, VA 20151("Red River") and **Midway Independent School District**, having its place of business located at 109 Panther Way, Hewitt, Texas, 76643 ("Customer") and is made effective as of date of last signature below (the "**Effective Date**"). Red River and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Services. All products and services provided by Red River under this Agreement (the "Services") will be described in a Statement of Work ("SOW") or Service Order fee (collectively referred to as an "Order"). Red River will provide the Services in accordance with the Order, this Agreement and any exhibits or attachments incorporated herein.

2. Products. "Product(s)" means all hardware, appliances, equipment, software, support, maintenance, services, and other products which are (i) manufactured, licensed, or provided by third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services, and other products (each a "Vendor"), and (ii) resold by Red River to Customer. To purchase Products from Red River, Customer shall issue a purchase order or similar ordering document to Red River ("Purchase Order"). All Purchase Orders are binding and irrevocable once issued by Customer and accepted by Red River. Customer is solely responsible for the accuracy of any Purchase Orders issued by Customer.

3. Prices. The prices charged for Services purchased under this Agreement will be as quoted by Red River and incorporated into the applicable Order. If the Services are quoted or ordered on a time and materials basis, any estimates provided by Red River are for planning purposes only. Any required deposits set forth in an Order are non-refundable.

4. Additional Fees; Taxes. Customer shall be responsible for all applicable taxes and fees assessed or imposed upon the Services or the amounts charged under this Agreement, including any sales, use, excise, value-added, or other taxes, but excluding taxes related to Red River's net assets or net income or for which Customer has provided a valid resale or exemption certificate. Customer shall promptly provide Red River with receipts or other applicable evidence substantiating the payments as required under the laws of the applicable taxing authority. Red River shall not be liable for any withholding tax, penalty, or interest due as a result of Customer's failure to withhold any applicable tax.

5. Invoicing and Payment. Customer must pay each Red River invoice within 30 days from the date of invoice. Customer will pay Red River in US Dollars as invoiced by Red River. Additional charges may apply if Customer requests Services that are performed outside contracted hours and/or are beyond the normal coverage for the Services. For undisputed amounts not paid within 30 days of the invoice date, Red River reserves the right to charge Customer the lesser of 1.5% per month or the highest rate allowed by applicable law and reasonable attorneys' fees and other third-party collection costs Red River incurs in collecting such amounts. If Customer reasonably disputes an invoice, Customer must timely pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute, the Services, relevant dates, and invoice(s) disputed). Disputes must be submitted in writing within 10 days from the date of the invoice.

6. Term and Renewal. This Agreement will begin on the Effective Date and continue until September 30, 2027. This Agreement shall automatically renew for additional one-year periods unless otherwise terminated pursuant to the Termination section of this Agreement. Each Order will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

7. Termination.

7.1. Termination of Agreement. Either Party may terminate this Agreement by providing 30 days prior written notice to the other Party. Either Party may terminate this Agreement in the event that the other Party breaches any material obligation of the Agreement and fails to cure such breach within 30 days after receiving written notification of such breach.

7.2. Termination for Insolvency. Either Party may terminate this Agreement immediately upon delivery of written notice to the other Party (a) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such other Party's debts; provided, however with respect to involuntary proceedings, that such proceedings are not dismissed within 90 days; (b) upon the other Party's making assignment for the benefit of creditors; or (c) upon the other Party's dissolution or ceasing to do business.

7.3. Effect of Termination. Notwithstanding the foregoing, termination of this Agreement without breach will not terminate any outstanding Order that provides for a specific term or period of performance over which the Services are to be provided. In such case, this Agreement and the Order that provides for a specific term will remain in effect for the remainder of such term. In the event an Order is terminated not due to Red River's breach, Customer shall pay Red River, at a minimum, for (a) all Services provided up to the effective date of termination; (b) any termination charges identified in the Order; and (c) any additional expenses which Red River reasonably incurs, such as costs of terminating third party contractual obligations. In the event Customer terminates an Order after Red River has purchased any products for Customer, but before they have been delivered to Customer, Customer will be charged a 10% restocking fee unless such products cannot be returned to the manufacturer in which case, Customer will be invoiced for the full Order price and the products will be delivered to Customer. In addition, if the equipment packaging has been opened by Customer or Red River (if Red River is providing Services related to the products), Customer may not return the products except for a breach of an applicable warranty. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations for Services provided or work in progress, and any obligations that expressly or by implication are intended to survive termination.

8. Third-Party Products. "Third Party Products" means any hardware, services or software supplied to Customer by a party other than Red River and not purchased directly or indirectly by Red River (e.g., Customer's existing equipment) and used in conjunction with the Services or Deliverables provided under a SOW. Some manufacturers' warranties or service contract terms and conditions for Third-Party Products may become void if Red River or any party other than the manufacturer or its authorized representative provides services for or makes any modification of the Third-Party Products (e.g., providing maintenance and repair services). Except as otherwise specifically agreed to in an SOW, Customer authorizes Red River (or will otherwise obtain the rights for Red River) to copy, install and modify, when necessary and as required by the applicable SOW, all Third-Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Customer warrants to Red River that it has obtained any and all licenses, consents, regulatory certifications or approvals required to give Red River and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third-Party Products to be used in connection with the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such Third-Party Products.

9. End User Agreements. To utilize certain Services, Customer may be required to agree to additional terms and conditions, including end user license agreements and acceptable use policies directly with third parties such as software vendors or cloud service providers engaged by Red River.

10. Warranties.

10.1. Hardware Warranties. Red River warrants that the product portion of the Services ("Hardware") Customer purchases from Red River will be new and free from material defects. Red River will, to the extent it is allowed by its vendors or the manufacturers, pass through any warranties and indemnifications provided by the manufacturer of the Hardware.

10.2. Services Warranties. Red River warrants that the professional services portion of the Services will be performed in a good and workmanlike manner consistent with industry standards.

10.3. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, RED RIVER (INCLUDING ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES (INCLUDING HARDWARE AND DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING THE SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION RED RIVER MAY MAKE.

11. Confidential Information.

11.1 Definition. "Confidential Information" consists of information in tangible, intangible, written, oral, visual, data or any other form that relates directly or indirectly to the Disclosing Party's current or future business that is either: (a) at the time of disclosure explicitly identified as proprietary; or (b) would be understood to be proprietary by a reasonable business person. In this Agreement, the words "proprietary" and "Confidential Information" include information deemed proprietary or confidential. By way of example and not of limitation, Confidential Information includes cost and pricing information, teaming relationships, system specifications, technology and technical approaches, software, source code, intellectual property (including patent or trademark applications), research, proposals, marketing or customer information, financial information, trade secrets, or business plans. For the purposes of this Agreement, a Party disclosing Confidential Information to any other Party is referred to as the "Disclosing Party" and the Party receiving Confidential Information from any Disclosing Party is referred to as the "Receiving Party".

11.2 Exceptions to Confidential Information. Confidential Information does not include information that is: (a) publicly known other than by the breach of this Agreement by the Receiving Party; (b) independently developed by the Receiving Party; (c) already known to the Receiving Party prior to disclosure by the Disclosing Party and was without restriction; or (d) subsequently received lawfully from a third party without restriction.

11.3 Use of Confidential Information. The Parties shall not use Confidential Information of the other Party for any other purpose except in the performance of this Agreement.

11.4 Protection of Confidential Information. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner as it guards its Confidential Information of like kind, but in no event with less care than a reasonable business person would use. The Receiving Party will not disclose Confidential Information to any individual or firm unless they (a) are directly participating or supporting the performance of this Agreement, or otherwise have a need to know, and (b) that prior to disclosure Receiving Party has an enforceable, written agreement with each such

individual or firm no less protective of Disclosing Party's rights than this Agreement and requires them to protect and use the Confidential Information in accordance with the terms of this Agreement.

11.5 Compelled Disclosure. The Receiving Party may disclose Confidential Information it is required to disclose pursuant to a written court order, subpoena, regulation, or operation of law, provided that the Receiving Party gives the Disclosing Party reasonable notice to enable the Disclosing Party to intervene and seek protection prior to disclosure.

11.6 Rights in Confidential Information. Neither the execution of this Agreement nor the delivery of any Confidential Information under this Agreement will be construed as granting either expressly or by implication, estoppel or otherwise, any license or other right to any invention, discovery, or improvement, whether patentable or not, that may be set forth in the Confidential Information.

11.7 Return or Destruction of Confidential Information. Upon the termination of this Agreement, the Receiving Party will make no further use of the Confidential Information of the Disclosing Party received in accordance with this Agreement and, upon written request, will return all copies of such Confidential Information to the Disclosing Party or will destroy such Confidential Information and certify to the destruction in writing within 10 calendar days of such termination; provided, however, an archival copy of the Confidential Information may be retained in the files of the Receiving Party in accordance with its record retention policies. Notwithstanding the above, Recipient shall not be obligated to erase Confidential Information commingled with other information or documents of Recipient if it would pose a substantial administrative burden to return or destroy such Confidential Information.

12. Proprietary Rights and Deliverables. Nothing in this Agreement or the performance hereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either Party or its licensors. Red River's intellectual property and proprietary rights include any skills, know-how, modifications, or other enhancements conceived, developed, reduced to practice or acquired in the course of designing, configuring, providing, or managing the Services. Each Party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other Party or its licensors. Notwithstanding anything to the contrary herein, Red River will not be prohibited or enjoined at any time from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Red River.

13. Customer Responsibilities. It is the Customer’s responsibility to back up data on Customer’s systems. Customer acknowledges that Red River’s performance and delivery of the Services are contingent upon: (A) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customer’s location if required; (B) Customer’s timely decision-making, notification of relevant issues or information and granting of approvals or permissions; and (C) Customer providing Red River with equipment, software, software licenses, technical information, design documentation, and any other information, documentation or consents reasonably required to perform the Services. Any Red River deadlines shall be automatically extended if a delay is caused by Customer’s delay in any of the foregoing responsibilities.

14. Acceptance. Absent more specific acceptance criteria identified in an applicable Order, Customer shall have three business days after completion of work or delivery of final tasks or deliverables to notify Red River of any alleged deficiency (“Acceptance Period”). Such notice shall include a written description that specifically demonstrates to the reasonable satisfaction of Red River the alleged deficiency of the Services. The Services shall be deemed accepted unless Customer provides Red River with notice to the contrary during the Acceptance Period. Upon timely notice to

Red River of a deficiency, Red River will remedy any actual deficiency and provide Customer notification of such remedy, at which time a new Acceptance Period shall restart.

15. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. RED RIVER'S TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE-MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

16. Insurance.

16.1. Insurance. Red River shall, at its expense, procure and maintain during the term of the performance of the Services hereunder, any insurance requirements stated in a SOW, but at a minimum, any insurance required by federal, state, or local law and the following:

Insurance Type	**Minimum Insurance Coverage**
Worker's Compensation	Statutory Limits
Comprehensive General Liability	$1,000,000 per occurrence $2,000,000 General & Products Completed Operations (Aggregate) $1,000,000 Personal & Advertising Injury
Automobile Insurance	$1,000,000 combined single limit
Employer's Liability	$1,000,000
Umbrella Insurance	$2,000,000
Cyber Liability & Technology E&O	$5,000,000

16.2. Waiver of Subrogation – The Commercial General Liability, Worker's Compensation, Automobile, and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation of subrogation in favor of Owner, Contractor and its employees. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Compliance with Laws. Each Party shall comply with all laws and regulations applicable to the provision (in the case of Red River) and use (in the case of Customer) of the Services provided hereunder.

18. Use of Services. Customer and its end users will not use the Services in a manner that materially interferes with or harms the Red River infrastructure or any third parties or violates any third party rights.

19. High Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure

of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Red River expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

20. Information Security.

20.1 Information Security Program. Each Party agrees that it has established and shall maintain and comply throughout the term of the Agreement (and following any expiration or termination of this Agreement so long as it has Confidential Information of the other Party in its possession or control) with an information security program that meets all applicable laws. Each Party agrees that its information security program includes administrative, technical, and physical safeguards designed to: (1) protect the security, confidentiality, and integrity of the other Party's Confidential Information; (2) ensure compliance with an incident response program; and (3) properly dispose the other Party's Confidential Information.

20.2 Security Incident; Response. The term "Security Incident" means the unauthorized access to Confidential Information that contains Personal Information. The term "Personal Information" means information that: (1) identifies or can be used to identify a natural person; (2) relates to an individual; or (3) is protected under applicable data privacy and security laws. In the event of a Security Incident, the Parties shall proceed as follows:

> **20.1.1 Notification.** If a Party becomes aware of, or otherwise discovers, a Security Incident, then it shall notify the other Party of the Security Incident in the most expedient time possible and, in no event, more than forty-eight (48) hours after it becomes aware of, or otherwise discovers, the Security Incident (each, a "Security Incident Notice"). Upon receipt of a Security Incident Notice, the Parties shall immediately meet and assess what action is required to resolve the Security Incident in accordance with applicable law. The Security Incident Notice shall be sent via electronic mail simultaneously to each Party's designated contacts (the "Key Incident Contacts"), and each Party shall also contact the Key Incident Contacts by either (1) telephone, or (2) through such other contact method identified in writing by the other Party from time to time.
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> **20.1.2 Preservation of Materials; Support.** In the event of Security Incident, both Parties shall: (1) preserve all forensic evidence relating to the Security Incident, including relevant records, logs, files, data reporting, and other materials; (2) make such evidence available to the other Party; and (3) immediately take all steps to remedy the Security Incident and undertake appropriate response measures. Both Parties reserve the right to disclose any information relating to the Security Incident to third Parties, including law enforcement officials and computer forensic examiners, as such Party deems appropriate to determine the scope or nature of a Security Incident and to comply with applicable law; provided, however, that the disclosing Party uses good faith efforts to coordinate any such disclosure with the other Party prior to any such disclosure. The Parties shall reasonably cooperate with each other to facilitate the handling of any Security Incident in an expeditious and legally compliant manner.

20.3 Red River Use of Customer Data; Designation of Personal Information. The Parties acknowledge the importance of collecting and using Personal Information in compliance with applicable law. In order to better ensure both Parties' compliance with best practices and applicable law, the Company agrees that it shall only use Customer data for purposes of providing the Services to Customer and as may otherwise be directed by Customer during the term of the Agreement. Customer agrees that it shall not provide Red River with access to any Customer data containing Personal Information unless necessary for Red River's performance of the Services and, if such access is necessary, then Customer shall identify in writing to Red River all such Personal Information included in Customer Data. Customer will retain sole and exclusive ownership of all Customer data. Upon written request by Customer immediately upon expiration or termination of this Agreement, Red River will (a) promptly return to Customer, in the format and on media mutually agreed by the Parties, all Customer data (or such portion of Customer data as requested by Customer) and (b) erase or destroy

all or any part of Customer data in Red River's possession, in each case to the extent so requested by Customer. Red River may use any archival tapes containing Customer data only for back-up purposes. Customer represents and warrants that any Customer data provided to Red River as part of the Services shall not (a) infringe upon or misappropriate any third party's recognized intellectual property rights; (b) be deceptive, defamatory, obscene, pornographic or unlawful; or (c) contain any viruses, worms or other malicious computer programming codes.

21. Indemnification. This section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either Party to provide any greater indemnity to the other than provided in this section. The indemnified Party must provide the indemnifying Party reasonable notice of all claims and the opportunity to assume control of the defense or settlement of those portions of the claim for which indemnification is sought, provided that the indemnified Party will have the opportunity to participate any such defense or settlement negotiations.

21.1. General Indemnification. Each Party agrees to indemnify and hold the other harmless from and against any claims, damages, penalties and liabilities asserted by any person or entity resulting directly or indirectly from any breach by such Party of this Agreement or any warranties, representations, covenants or obligations as provided for in this Agreement; or from claims, damages or liabilities arising out of any negligent act or negligent failure to act where action was required. Such indemnification will include the payment of all reasonable attorneys' fees and other costs incurred by the Party seeking indemnification in defending such claims.

21.2. Indemnification by Red River. Red River shall, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that Customer's use of the Services as allowed hereunder infringes or misappropriates the patent, copyright, or trademark rights of a third party and Red River shall pay any actual costs of settlement or any damages finally awarded against Customer. Red River shall have no obligation hereunder to the extent that a claim arises from (a) the combination, use or operation of any Services with any service or product not provided by Red River (other than combinations approved in writing by Red River); (b) any modification of the Services made by Customer or by any party at Customer's direction; (c) use by Customer other than the then current unaltered release of any software used in the Services, or (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement. In addition, if Red River receives notice of a claim that, in Red River's reasonable opinion, is likely to result in an adverse ruling, then Red River shall at its option, (A) obtain a right for Customer to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; or (D) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable.

21.3. Indemnification by Customer. Customer shall, at its own expense, defend, indemnify and hold Red River harmless from, any third-party claim or action arising out of (A) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Customer provided technology, software or other components related to the Service, as well as software directed or requested by Customer to be installed or integrated as part of Services, or (B) any inaccurate representations regarding the existence of an export license or any allegation made against Red River due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

22. Export; Regulatory Requirements. Customer acknowledges that the Services sold under this Agreement, which may include technology and software, may be subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Red River with all of the

information needed for Red River to obtain export licenses from the United States government and to provide Red River with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Red River may also require export certifications from Customer for Customer-provided software. Red River's acceptance of any Order for Services is contingent upon the issuance of any applicable export license required by the United States Government; Red River is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification. Red River is not responsible for determining if Third Party Products to be used in performance of the Services satisfy the local regulatory requirements of the country to which the products are to be shipped, nor shall Red River be obligated to perform any Services where the resulting products or software do not satisfy the local regulatory requirements.

23. Non-Solicitation. Neither Party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other Party who are involved in or become known to such Party in the performance of this Agreement during the term of this Agreement and for one year following the termination or expiration of this Agreement without the prior written consent of the other Party. Notwithstanding the above, this shall not restrict the right of either Party to solicit or recruit generally in the media, and shall not prohibit either Party from hiring, without prior written consent, the other Party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.

24. Affiliates. Red River may use a Red River affiliate or a subcontractor to provide Services to Customer, but Red River will remain responsible to Customer for Service delivery. Customer's affiliates may purchase Services under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Services ordered by any Customer affiliate.

25. Force Majeure. Neither Party shall be liable to the other Party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, pandemic, quarantine restrictions, riot or the intervention of any governmental authority (a "Force Majeure Event"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure Event. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure Event lasts longer than 30 days, the other Party may immediately terminate the applicable Order by giving written notice to the delayed Party.

26. Compliance with Environmental Laws. Customer shall comply with all applicable environmental federal, state, and local laws, regulations, and ordinances. In the event that Customer's performance of its obligations hereunder requires the delivery to or handling of hazardous materials as specified in the U.S. Department of Transportation, Title 49 or OSHA standards or regulations, Customer will promptly notify Red River, and upon request will provide Red River and affected third parties with material safety data sheets and such other documentation reasonably necessary for compliance with applicable laws and regulations. Notwithstanding the foregoing, Customer shall be fully responsible for any liability resulting from its actions in supplying or transporting hazardous materials or otherwise failing to comply with environmental laws and regulations.

27. Publicity. Customer shall not issue any news release, public announcement, advertisement or other form of publicity concerning this Agreement without the prior approval of Red River.

28. Order of Precedence. In the event of an inconsistency or conflict between or among the terms of this Agreement and the terms of an Order, the terms of the Order will take precedence.

29. Governing Law, Disputes and Remedies. This Agreement shall be subject to, and construed and interpreted by, the laws of the Commonwealth of Virginia without regard to the

conflict-of-laws provisions thereof. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the Circuit Court of Fairfax County, Virginia or the U.S. District for the Eastern District of Virginia, Alexandria Division. It is agreed that a violation of this Agreement's provisions relating to Confidential Information may cause irreparable harm to the non-violating Party and such Party will be entitled to seek injunctive relief and/or specific performance, in addition to any other remedies available to it at law or in equity. The prevailing party in any such dispute shall be entitled to an award of its reasonable attorney's fees or other collection costs. The Parties agree that neither Party shall be deemed to be the drafter of this Agreement and that, in the event this Agreement is construed by a court of law, such court should not construe this Agreement or any provision of this Agreement against either Party as the drafter of this Agreement.

30. Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

31. Severability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms will remain in full force and effect.

32. Headings. The titles of the clauses in this Agreement shall be read as references only and shall not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Agreement.

33. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it in it, shall not be construed as a waiver such rights.

34. Relationship of the Parties. This Agreement is not intended by the Parties to constitute or create a joint venture, limited liability company, pooling arrangement, partnership, or other formal business organization of any kind.

35. Entire Agreement, Modification and Signature in Counterparts. This Agreement contains the entire understanding between the Parties and supersedes any prior written, and any prior or contemporaneous communications, representations, understandings, and agreements between the Parties concerning the subject matter hereof. The Parties do not intend for this Agreement to modify the terms of any separate agreement. Only a written modification executed by the Parties can change this Agreement.

36. Notices. All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and deemed given if sent to the addressee specified below either by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing or by national overnight courier service, the next business day, or by electronic mail if delivery is acknowledged by the receiving Party.

37. Miscellaneous.

i. This Agreement allows for contingency pending Customer board approval and USAC's E-Rate funding approval.
ii. This Agreement shall be valid for E-Rate funding for the period April 1, 2026 through September 30, 2027 (the "**Term**").
iii. Anticipated E-Rate funding discount of 60% (60% paid by the schools and library division ("**SLD**"), and 40% paid by Customer). Funding commitments determined solely by USAC, and discount projections provided by Red River are purely estimates.
iv. This Agreement fully incorporates E-rate Form 470 #260009450.
v. This Agreement incorporates Red River Quote No. OP-0125553-1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Midway Independent School District	**RED RIVER TECHNOLOGY LLC**
	Brandy Duffield
(Signature)	(Signature)
	Brandy Duffield
(Printed Name)	(Printed Name)
	Senior Contracts Manager
(Title)	(Title)
	February 17, 2026
(Date)	(Date)
Notices Address:	Notices Address:
	Red River Technology LLC Attn: Contracts & Compliance Dept. 14111 Park Meadow Drive Chantilly, VA 20151 Email: compliance@redriver.com

Red River

Midway Independent School District
Scott Jansing
scott.Jansing@midwayisd.org

QUOTE NUMBER	
OP-0125553-1	
Quote Date: 2/18/2026	**RFQ:**
Contract:	**TEXAS DIR - CISCO2**
TEXAS DIR - CISCO Contract #DIR-CPO-5347	
Quote Name: OP-0125553	

THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

LEAD TIME	SHIP VIA	F.O.B.	TERMS
40 DAYS ARO	GRD SHIP	FOB Destination	NET 30

YOUR ACCOUNT TEAM

Brittany Crawford
brittany.crawford@redriver.com
2146808332

Betsy Sadler
betsy.sadler@redriver.com

Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
		TEXAS DIR - CISCO2 - TEXAS DIR - CISCO Contract #DIR-CPO-5347			
		E-Rate FY26 - 470# 260009450 Category 2			
		Cisco Wireless Controller CW9800H2			
1	CW9800H2	CISCO Cisco Catalyst CW9800H2 Wireless Controller TEXAS DIR - CISCO2 TEXAS DIR - CISCO Contract #DIR-CPO-5347	2	$40,056.80	$80,113.60
2	CON-SNTP-CW98H21A	CISCO Cisco SMARTnet - 24x7x4HR (SNTP) - SKU: CW9800H2 - 1 Year TEXAS DIR - CISCO2 TEXAS DIR - CISCO Contract #DIR-CPO-5347	2	$15,952.20	$31,904.40
3	CAB-AC	CISCO Cisco AC Power Cord (North America), C13, NEMA 5-15P, 2.1m TEXAS DIR - CISCO2	4	$0.00	$0.00

		TEXAS DIR - CISCO Contract #DIR-CPO-5347			
4	SW-CW9800H-1714	CISCO Cisco CW9800H Software - Universal TEXAS DIR - CISCO2 TEXAS DIR - CISCO Contract #DIR-CPO-5347	2	$0.00	$0.00
5	PWR-CH1-750WACR	CISCO Cisco 750W AC Power Supply TEXAS DIR - CISCO2 TEXAS DIR - CISCO Contract #DIR-CPO-5347	4	$0.00	$0.00
		USAC Portion: $67,210.80			
		Midway ISD Portion: $44,807.20			
			TOTAL		$112,018.00

Attention Contracting Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

Terms and Conditions

REMIT TO:

Red River Technology LLC
PO Box 780924
Philadelphia, PA 19178-0924

The use of the items sold hereunder are governed by and subject to the end user terms located at (as applicable):

CISCO