



Order Form

Company:

Level All Inc
152 W 57th Street, 19th Floor
New York, NY 10019

EFFECTIVE Date: 3/25/2026

Organization:

Jackson County School District
4700 Colonel Vickrey Rd
Vanceleave, MS 39565

Summary of Services:

Free. Level All will provide access to the Level All platform for all students (and their parents), faculty and staff of Organization at no cost. Fees for Organization’s access and use of the Services are paid for through third-party sponsorships.

Your data is your own. Level All proudly supports the privacy of our users. Level All commits to carry out responsible stewardship and appropriate use of student personally identifiable information in accordance with state and federal laws applicable to us as a service provider.

Easy onboarding. Level All will provide Organization with a customized onboarding approach and timeline to bring educators, students, and families into the platform.

Term:

One Year from the Effective Date and will automatically renew for successive one (1)-year periods, unless one party provides the other with written notice of its intent not to renew at least thirty (30) days prior to end of the then-current term.

By signing below, each party agrees to be bound by the Affiliation Agreement and the Data Protection Addendum (DPA), both attached hereto.

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.

Organization

LEVEL ALL

Signature

Signed by:
Stephen Guillette

Print Name

Signature
Stephen Guillette

Title

Print Name
Senior Director, Partnerships

Date

Title
3/25/2026

Date

LEVEL ALL
Jackson County School District

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT is made as of 3/25/2026 (“Effective Date”), by and between Level All Inc., 152 West 57th Street, 19th Floor, New York, NY 10019, (“Level All”) and Jackson County School District (“Organization”).

The parties agree as follows:

1. Scope

- (a) **Platform.** Subject to Organization’s ongoing compliance with the terms of this Agreement, Level All grants Organization a non-exclusive, non-sublicensable, non-transferable license during the Term (as defined below) to access and use, and to allow Authorized Users (as defined herein) to access and use, Level All’s hosted technology offering described in Exhibit A (the “Platform”), solely for educational purposes and in accordance with the terms of this Agreement. “Authorized User” means any individual authorized by Organization to access and use the Platform, including any student served by Organization (a “Student”), any parent or guardian of a Student (a “Parent”), or any educator, administrator, or counselor employed by, or working as a contractor for, Organization (an “Employee”). Level All shall supply to Organization certain access codes, protocols and/or passwords that will be required for Authorized Users to access the Platform (“Access Protocols”). Organization shall ensure that Authorized User login information is not shared or used by more than one Authorized User at a time. Organization is solely responsible for maintaining the confidentiality of Access Protocols, and Level All will not be liable for any activities undertaken by anyone using Organization’s Access Protocols. Organization will immediately notify Level All of any unauthorized use of its Access Protocols or any other breach of security relating to the Platform known by Organization.
- (b) **Services.** Level All shall use commercially reasonable efforts to provide the services, including the provisioning and operation of the Platform described in Exhibit A (the “Services”) to Organization in accordance with terms contained herein.
- (c) **Changes.** Level All may modify the features or functionality of, or the content it makes available via, the Platform or Services at any time. Level All shall provide Organization with commercially reasonable advance notice of any deprecation of any material feature, functionality, or content made available as part of the Platform or Services.
- (d) **Student Onboarding.**
 - i. Organization will have two options for granting Students access to the Platform:
 - A. *Sponsor Codes shared with Students.* Under this option, Level All provides Organization with Access Protocols, including ones needed for Employees authorized by Organization to serve as administrative users, who then will be responsible for sharing access codes with Students so that individual Students can register and create their own accounts on the Platform.
 - B. *Pre-populating Student Accounts with Delivery of Welcome Email.* Under this option, Organization is responsible for uploading into the Platform information needed to populate each Student’s profile information (e.g., Student’s name, email address, grade level, graduation year and name of school counselor) through a “mass importing” feature. This feature supports the mass importing of Student profile information to create Student accounts, enables Organization to generate a welcome email that

includes login information for each Student for which it has uploaded profile information, and enables Organization to automatically send the welcome emails to such Students.

Once a Student is registered and has an account, the Student can invite their Parents to register and create a Parent account. Students and Parents may only register and create an account if they review and accept the then-current version of the Level All [Terms of Use](#) and [Privacy Policy](#) and/or Notice of [Level All's Practices Relating to Children's Online Privacy](#). For Students onboarded under Section 1(d)(i)(B), they will be required to accept the then current version of the Level All [Terms of Use](#) and [Privacy Policy](#) and/or Notice of Level All's Practices Relating to Children's Online Privacy when they first log into the Platform.

- ii. Support and Lesson Plans. Level All will support Organization's onboarding of Students by providing reasonable assistance to those Organization administrators or designated representatives that are responsible for overseeing Organization's use of the Services. As part of this assistance, Level All may make available to Organization and its educators or personnel written guidelines and best practices for educators to work with Students and Parents using the Platform, including via in-person sessions, or video chat sessions. Such guidelines may include lesson plans developed by or on behalf of Level All (the "**Lesson Plans**"), which Organization may use solely in connection with use of the Platform and Services for educational purposes to support Students and Parents as contemplated under this Agreement.

(e) Personal Data and Usage and Performance Data.

i. Definitions.

- A. "**Personal Data**" means information about a specific individual that is provided, submitted, or otherwise made available to Level All by or on behalf of Organization or any Authorized User in connection with any of the Services that constitutes "personal data", "personal information", "personally identifiable information" or similar term under applicable law.
- B. "**Usage and Performance Data**" means any analytics or similar usage data collected, generated or processed by Level All in connection with Organization's and the Authorized Users' access to and use of the Platform (including technical performance data automatically generated by the Platform), which data does not contain any Personal Data.

- ii. Usage and Performance Data. As part of the Services, Level All collects and tracks Usage and Performance Data to assist with the necessary operation and function of the Platform, to provide reporting to Organization and for internal purposes, including without limitation, to facilitate in the provision of updates, support, and invoicing, by Level All, its affiliates, and its agents, as well as research and development. Such Usage and Performance Data will be owned by Level All and may be used for any lawful purpose, provided Level All will only disclose Usage and Performance Data to third parties, including its subcontractors for the purposes of facilitating the Services, for internal purposes as described in this Agreement, to perform its other obligations and exercise its rights under this Agreement, or as otherwise required by law.
- iii. Personal Data. Level All's performance of the Services, and use of the Services by Organization and the Authorized Users, may involve the processing of Personal Data by Level

All. In all cases, Level All shall process Personal Data in accordance with the terms and conditions of the Data Protection Addendum, attached hereto as Addendum A and its Privacy Policy and/or Notice of Level All's Practices Relating to Children's Online Privacy, as applicable. Level All shall limit its use of Personal Data to use solely (A) during the Term; and (B) for the purposes of (1) providing the Services; (2) enabling any Authorized User who is a Student or Parent who will no longer be served or enrolled by Organization to elect to convert the user's account to a personal account; (3) creating aggregated data or de-identified data (to the extent permitted under applicable law); and (4) as is otherwise necessary for Level All to comply with its contractual and legal obligations. Level All shall not use or re-disclose Personal Data except in compliance with applicable laws.

(f) Organization Responsibilities.

- i. Organization will use reasonable efforts to make available resources to Level All in order to facilitate an efficient smooth onboarding process.
- ii. As between Level All and Organization, Organization will:
 - A. Be responsible for Authorized Users' compliance with the terms of this Agreement;
 - B. Be responsible for the accuracy, quality and legality of any content, files, images, data and materials, including any Personal Data, that Organization makes available or uses in connection with the Services (collectively, the "**Organization Material**"), the means by which Organization acquired such Organization Material, and all use of such Organization Material, by Organization, the Authorized Users and, to the extent used in accordance with the terms of this Agreement, by Level All, in connection with the Services (including, for the avoidance of doubt, the provision of any required notices and acquisition of any necessary consents for the disclosure of any such Organization Material to Level All and for Level All's collection, use, disclosure and other processing of such Organization Material as provided for under this Agreement);
 - C. Use commercially reasonable efforts to prevent unauthorized, unlawful or accidental access to or use, disclosure or other processing of the Platform, the Services, or any content, files, images, data and materials made available by Level All to Organization or Authorized Users through or in connection with the Services (collectively, the "**Level All Content**"), or Organization Material made available in connection the Services, and notify Level All promptly of any such unauthorized or unlawful access, disclosure, use or other processing; and
 - D. Use the Platform, the Services, or any Level All Content and Organization Material obtained or accessed therefrom only in accordance with this Agreement and applicable laws.

Any use of the Platform, the Services, or Level All Content, or Organization Material obtained or accessed therefrom in breach of the foregoing by Organization or Authorized Users that in Level All's judgment threatens the security, integrity, or availability of the Platform or the Services, or otherwise infringes or violates of the rights of any individual, may result in Level All's immediate suspension of Organization's and/or any Authorized User's access to the Platform, the Services, or the Level All Content or Organization Material made available in connection therewith, however Level All will use commercially reasonable efforts under the circumstances to provide Organization with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- iii. Level All is not obligated to back up any portion of Organization Material uploaded into or maintained at any time in the Platform, whether uploaded by Organization, an Authorized User or Level All. To the extent Organization desires such backup copies, it is solely responsible for creating them, at its sole cost and expense.
- (g) Usage Restrictions. Organization will not, directly or indirectly, and will not permit any Authorized User or third party to: (i) sell, resell, license, sublicense, distribute, make available, rent or lease access to the Platform, the Services, or any Level All Content, or include any of the foregoing in a service bureau or outsourcing offering; (ii) alter or remove any trademarks or proprietary notices contained in or on the Platform, the Services, or any Level All Content; (iv) use the Platform or the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (v) use the Platform or the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (vi) attempt to gain unauthorized access to the Platform, the Services, any Level All Content or any related systems or networks; (vii) circumvent or otherwise interfere with any authentication or security measures of the Platform, the Services, or any Level All Content, or otherwise interfere with or disrupt the integrity or performance of the foregoing; (viii) modify, copy, or create derivative works based on the Platform, the Services, any Level All Content, or any part, feature, function or user interface thereof; (ix) copy any Level All Content except as expressly permitted herein; (x) frame or mirror any part of the Platform, the hosted components of any Services, or Level All Content, other than framing on Organization's own intranets or otherwise for its own internal business purposes or as permitted in the Level All's documentation; (xi) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code, algorithms, or associated know-how of the Platform or other technology used by Level All to deliver the Platform, the Services or the Level All Content; or (xii) access the Platform, the Services or the Level All Content, or otherwise use any of the foregoing for the purpose of developing, distributing or making available products or services that are similar to or compete with the Platform, the Services or the Level All Content
- (h) Compliance with Law. Level All shall perform the Services in material conformance with all applicable Federal, State and local laws and rules, including but not limited to, all applicable licensing, certification and educational requirements in such laws and rules.

2. Term and Termination.

- (a) Term. This Agreement begins on the Effective Date and, unless terminated earlier in accordance with the terms herein, will continue in full force and effect for an initial period of one (1) year. The term of this Agreement will automatically renew for successive one (1)-year periods, unless one party provides the other with written notice of its intent not to renew at least thirty (30) days prior to the then-current term. The initial term, together with any renewal term and, if applicable, the Transition Period (as defined in Section 2(c)), is referred to herein as the "Term."
- (b) Termination Rights.
- i. Either party may terminate this Agreement in the event the other party has breached any material term or condition of the Agreement and such breach remains uncured for a period of at least thirty (30) days following receipt of written notice from the non-breaching party specifying the breach.

- ii. Either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other party.
- (c) **Transition Period.** In the event that Organization terminates this Agreement for Level All's uncured material breach in accordance with Section 2(b)(i), above, or the Organization or Level All terminates this Agreement pursuant to Section 2(b)(ii), unless the parties otherwise agree in writing, the parties will continue to work together to ensure that Students are served for the duration of the academic year in which the termination occurs, including that Level All shall continue to provide Students with access to the Platform during such period (such activities, the "Transition Activities," and the period in which the Transition Activities are to be carried out, the "Transition Period").
- (d) **Effects of Termination.** Upon termination or expiration of this Agreement, (i) except as otherwise expressly provided herein, all rights and licenses granted to Organization to access and use the Platform, the Services, and the Level All Content will terminate, and Organization will promptly discontinue use of the Platform; (ii) Level All will provide Students and Parents with the option of either (A) terminating their accounts (in which case all information, including Personal Data associated therewith will be promptly deleted), or (B) having their accounts, which were associated with Organization, disassociated from Organization's subscription and converted to a personal account controlled by the Student or Parent, at which time Organization will have no access to or control of any data generated in connection with the account after the conversion and Level All's handling of such data will be in accordance with its Privacy Policy and/or Notice of Level All's Practices Relating to Children's Online Privacy; and (iii) each party shall return or destroy any Confidential Information of the other party, and provide written verification of such return or destruction; provided, however, (A) either party and its representatives may retain copies of such Confidential Information for purposes of legal or regulatory compliance, and (B) Level All also may retain copies of Personal Data as necessary to the extent such Personal Data is associated with an Authorized User who continues accessing the Services after converting its account on the Platform to a personal account.

3. Proprietary Rights

- (a) **Generally.** Each party understands and agrees that its use of the other party's trademarks, service marks, logos, content, methodologies, software, technology or other materials (collectively, the "IP") in connection with this Agreement does and will not create any right, title or interest in or to such Materials. As between the parties, each party owns all rights in and to its IP and its respective product(s) and services and other IP, including any and all intellectual property rights associated therewith. Nothing contained in this Agreement will give either party any right, title or interest in or to any IP of the other party or its affiliates, except for the limited rights expressly granted hereunder. For the avoidance of doubt, Level All's IP includes the Platform, the Services, and all Level All Content, including without limitation any Lesson Plans generated hereunder, and Organization's IP includes Organization Material, including, without limitation, any Personal Data uploaded into the Platform by Authorized Users, including Students' Personal Data.
- (b) **License to Level All Content.** Subject to the terms and conditions of this Agreement, during the Term, Level All hereby grants to Organization a non-exclusive, non-transferable (except as permitted under Section 8(b)) royalty-free, fully-paid license, without the right to sublicense, to view, download, reproduce, and disclose to Authorized Users the Level All Content solely for Organization's internal business purposes and Authorized Users' educational purposes.

- (c) License to Organization Material. Organization hereby grants Level All a nonexclusive, worldwide, royalty-free and fully-paid license, with the right to sublicense, to use, reproduce, modify, create derivative works of, distribute, and display Organization Material, during the Term for purposes of (i) providing the Services and ensuring proper operation of the Services and associated systems in accordance with this Agreement for and on behalf of Organization; (ii) generally providing and improving the Services, and (iii) creating aggregated data or de-identified data and using or disclosing to third parties such data provided such use and disclosure otherwise complies with applicable law; provided, in all cases, that with respect to any Personal Data contained therein, Level All complies with Section 1(e)(iii).
 - (d) Feedback. Level All will treat any feedback or suggestions that Organization or any Authorized User provides to Level All regarding the Platform or the Services as non-confidential and non-proprietary. Level All reserves the right to use any such feedback or suggestions in any manner and for any purpose without any obligation to compensate Organization or any Authorized User.
4. **Confidentiality**. Each party acknowledges that it may have access to certain confidential information of the other party that is reasonably understood to be confidential to such party, including, with respect to Level All as the disclosing party, information regarding the nature of Level All's third party sponsorships ("**Confidential Information**"). Neither party may use or disclose to any third party (except as required by law or expressly permitted by the other party), any of the other party's Confidential Information, and shall take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information if such information: (a) is known to the receiving party prior to receipt from the disclosing party; (b) becomes known to the receiving party from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or part of the public domain; or (d) is independently developed by the receiving party. A receiving party may disclose the Confidential Information of the disclosing party to the extent that such disclosure is expressly approved in writing by the disclosing party or is required by law or court order, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5. Warranties; Disclaimers

- (a) Level All represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner in accordance with generally accepted industry standards, and all applicable laws. Although Level All has implemented certain measures designed to ensure the proper operation and integrity of the Platform, Level All does not warrant or represent that access to or use of the Platform will be error-free, uninterrupted, or that the use of the Platform will meet Organization's requirements.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a), THE SERVICES, THE PLATFORM, AND THE LEVEL ALL CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, AND LEVEL ALL AND ITS LICENSOR(S) DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6. Indemnification

- (a) Level All will defend at its expense any claim, demand, suit or proceeding (“Claim”) brought by a third party against Organization that arises from or is based on (i) an allegation that any part of the Services (other than any Organization Material contained therein) misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the date of delivery of such Services; or (ii) bodily injury or death or injury to tangible or real property caused by the gross negligence or willful misconduct of Level All in performing any Services on Organization’s premises. Level All will indemnify Organization from any damages, attorney fees and costs finally awarded against Organization as a result of, or for any amounts paid by Organization under a settlement approved by Level All in writing of, such Claim, provided Organization (A) promptly gives Level All written notice of the Claim; (B) gives Level All sole control of the defense and settlement of the Claim (except that Level All may not settle the Claim unless it unconditionally releases Organization of all liability); and (C) gives Level All all reasonable assistance requested by Level All in connection with the defense or settlement of the Claim, at Level All’s expense. Notwithstanding the foregoing, Level All shall have no obligation under this section or otherwise with respect to any infringement claim based upon any use of the Services not in accordance with this Agreement; any use of the Services in combination with other products, equipment, software or data not supplied by Services; or any modification of the Services by any person other than Level All or its authorized agents. This Section 6(a) states the sole and exclusive remedy of Organization and the entire liability of Level All, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.
- (b) Organization will, to the extent permitted under applicable law and at its expense, defend Level All and its affiliates from and against any Claim brought by a third party against Level All that arises from or is based on (i) an allegation that any Organization Material (including any Personal Data) uploaded into or made available through the Services by Organization or Authorized Users, or use of any of the foregoing by Organization, the Authorized Users or Level All as permitted hereunder infringes or misappropriates such third party’s intellectual property rights or otherwise violates any applicable law or Organization’s obligations under this Agreement; or (ii) use by Organization or the Authorized Users of the Services, the Level All Content, or any Personal Data in a manner either not authorized under this Agreement or in violation of applicable law. Organization will indemnify Level All from any damages, attorney fees and costs finally awarded against Level All as a result of, or for any amounts paid by Level All under a settlement approved by Organization in writing of, such Claim, provided Level All (A) promptly gives Organization written notice of the Claim; (B) gives Organization sole control of the defense and settlement of the Claim (except that Organization may not settle the Claim unless it unconditionally releases Level All of all liability); and (C) gives Organization all reasonable assistance requested by Organization in connection with the defense or settlement of the Claim, at Organization’s expense. The above defense and indemnification obligations do not apply if the Claim arises from Level All’s breach of its obligations, representations or warranties under this Agreement.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY

SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT FOR A BREACH OF SECTION 4 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED \$1,000. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8. General Provisions

- (a) **Notices.** Any notices provided for under this Agreement will be deemed received when delivered in person, as of the time of electronic transmission by facsimile (with electronic transmission confirmation) or email, or five (5) days after being mailed by registered mail to the intended recipient's address set forth in the preamble to this Agreement, to the attention of such party's signatory hereto. Either party may change its address or contact for the receipt of notices, requests or other communications hereunder by written notice duly given to the other party in accordance with this Section.
- (b) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that either party may assign this Agreement, without such consent, to the acquiring or surviving entity in connection with the acquisition of all or substantially all of such party's assets or ownership interests, whether by merger, consolidation, stock sale, asset sale or otherwise. This Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.
- (c) **Governing Law.** This Agreement and any dispute arising from or relating to this Agreement will be governed in accordance with the laws of the state of New York, without reference to its conflicts of law principles; provided, however, that if Organization is a United States public educational institution domiciled in a state within the United States that expressly requires a different choice of law other than New York law, then the laws of the state in which Organization is located will apply. The parties agree that the exclusive jurisdiction of any actions arising out of this Agreement will be in the state or federal courts, as applicable, located in New York, New York; provided, however, that if Organization is a United States public educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then Organization's state's required venue and jurisdiction will apply.
- (d) **Miscellaneous.** This Agreement, inclusive of any order form, exhibits or addenda, together, constitute the entire agreement between the parties regarding Level All's provision of, and Organization's use of, the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement may not be modified or altered except by a written instrument duly executed by both parties. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be

executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Exhibit A

Platform and Services

- A. Platform.** Level All's web-based technology through which it makes content and resources designed to support students, families, school communities, and community-based organizations available to Authorized Users.
- B. Services.** Level All provides unique support to partner schools, school districts and community-based organizations in use of the Platform, including the creation and delivery of customized presentation materials, and lesson plans, and providing live and recorded presentations and professional development workshops.

Addendum A
Level All Data Protection Addendum

1. **United States** With respect to Users in the United States, the following provisions shall apply:

1.1 Definitions.

Capitalized words used in this Data Protection Addendum that are not expressly defined in this Data Protection Addendum have the meaning set forth in the Agreement.

- a. **“Data Protection Legislation”** means applicable federal, state, local, and municipal laws and regulations in the United States that relate to the privacy, data protection or data security of Personal Data.
- b. **“Process”** shall have the same meaning as set out in the applicable Data Protection Legislation or if no such meaning or concept exists, it shall be the means by which Level All collects, uses, stores, discloses, or transfers Personal Data.

1.2 **Compliance with Laws; Roles.** Each Party shall comply with all Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement. For purposes this the Agreement and as between the Parties, Organization is the controller of the Personal Data and Level All is the processor of such data.

1.3 **Notices and Consents.** Organization shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Users to allow Level All to Process the Personal Data to provide the Platform and the Services, for the Purposes (as defined below) and as otherwise described in the Agreement, including in this Data Protection Addendum (the **“Notices and Consents”**). Organization represents and warrants that it has obtained and will maintain the Notices and Consents for all Users through the entire term of the Agreement.

1.4 Details of Processing.

Personal Data will be Processed for the purposes set forth in the Agreement, Exhibit A to the Agreement, and Level All’s Notice of Level All’s Practices Relating to Children’s Online Privacy and/or Privacy Policy, as applicable (collectively, the **“Purposes”**).

1.5 Level All Obligations.

- a. Level All shall implement and maintain reasonable administrative, technical and organizational measures that are designed to preserve the confidentiality and availability of all Personal Data Processed by Level All via the Platform. Level All’s technical and organizational measures, as set forth in Level All’s Information Security Overview, are available upon request and may be updated from time to time. Organization has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data hereunder.
- b. Level All shall take reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that employees are under a duty of confidentiality with respect to their Processing of the Personal Data.
- c. Level All engages certain third-party entities to Process the Organization Data on Level All’s behalf (**“Sub-processors”**). Level All shall enter into a written contract with each Sub-processor containing terms that

offer substantially similar levels of data protection obligations and protection for Personal Data as those set out in this Section. Level All shall be liable for all acts and omissions of any Sub-processor to the same extent Level All would be under the Agreement if they were Level All’s acts or omissions. Organization consents to Level All engaging the Sub-processors for the Purposes.

- d. If Level All becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data (a **“Security Incident”**), Level All shall inform Organization, within a reasonable amount of time, taking into account the timeframes required by Data Protection Legislation, with respect to the Security Incident. Level All will provide reasonable information, cooperation, and updates of material developments to enable Organization to fulfill any data breach reporting obligations it may have under Data Protection Legislation. However, Level All’s provision of information and cooperation shall be at Organization’s cost and expense to the extent any Security Incidents were caused by Organization or its Users or Data Subjects (as defined below). Level All may take such other measures as it deems appropriate to mitigate the effects of the Security Incident.

1.6 **Data Subject Inquiries.** Organization shall be solely responsible for responding to and fulfilling any inquiries from Users and other data subjects, including parents and legal guardians of Users where the User is a student of Organization (collectively, **“Data Subjects”**), regarding their Personal Data in connection with the Processing under the Agreement, including any requests to exercise their rights under applicable Data Protection Legislation, and Organization shall handle all Data Subject inquiries in accordance with applicable Data Protection Legislation. Organization understands that Level All is not required to take any action in response to any requests from Data Subjects except to notify such Data Subjects to contact Organization. To the extent Organization cannot obtain a copy of, delete or amend the Personal Data directly within the Platform, Organization may contact Level All and Level All, with Organization’s express written permission and provided Organization has obtained the appropriate consent from the applicable Data Subject, will provide a copy of, delete or amend such Data Subject’s Personal Data in accordance with Organization’s instructions. To the extent legally permitted, Organization shall be responsible for reasonable costs arising out of Level All’s provision of assistance with Organization’s Data Subject requests. Organization shall indemnify, defend, and hold harmless Level All and its affiliates, subsidiaries, successors and assigns (and the officers, directors, employees, sublicensees, Organizations, and agents of Level All and its affiliates, subsidiaries, successors, and assigns), from and against any and all losses, demands, liabilities, damages, fines, settlements, expenses, and costs (including without limitation reasonable attorneys’ fees and costs), arising from, in connection with, Level All complying with Organization’s instructions under this Agreement.

1.7 **Authorized Disclosure of Personal Data.**

- a. Organization acknowledges and agrees that, at Organization's request and reasonable cost, Level All may provide Personal Data to third-parties or other entities to whom Organization requests Level All provide Personal Data (e.g., State Board of Education). Organization shall make such a request to disclose Personal Data in writing ("Authorization"). Organization acknowledges and agrees that each Authorization will result in Organization electing, in its sole discretion, to transfer the Personal Data to the recipients that Organization selects.
 - b. The entities identified in Section 1.7(a) are collectively defined as "Recipients."
 - c. Organization acknowledges Personal Data may be subject to Data Protection Legislation. Organization will hold Level All harmless and not liable in any way for Level All's disclosure of Personal Data to the Recipients in accordance with an Authorization.
 - d. Level All makes no warranty (a) that the use of the Personal Data by the Recipient is valid or in compliance with applicable Data Protection Legislation or Organization's policies or (b) that Personal Data will remain secure upon transfer to the Recipient and disclaims any responsibility for the transfer. Organization acknowledges that the Personal Data will be provided on an "as is", "as available" basis.
- 1.8 Data Retention. Level All will delete Personal Data within a reasonable amount of time after the termination or expiration of the Agreement, except that Level All may retain Personal Data as required by applicable legal requirements or as agreed by Organization. For the avoidance of doubt, the foregoing shall not apply to Anonymized Data (as defined below).
- 1.9 Level All Data. Organization acknowledges and agrees that Level All may create and derive performance, system, operational data, aggregated data, anonymized data and de-identified data from Processing related to the Agreement, including in connection with the Platform (collectively, "Anonymized Data"). In generating such data, Level All shall (a) take reasonable measures to ensure that such information cannot be associated with a Data Subject, (b) where required by applicable Data Protection Legislation, publicly commit to maintain and use the information in aggregated, anonymized or de-identified form, and (c) not attempt to reidentify the information, except as permitted under Data Protection Legislation.
- 1.10 Education Records. As applicable, to the extent Level All has access to "Education Records" and "Personally Identifiable Information" (as those terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA")) in connection with its provision of the Products that is not otherwise permitted under FERPA: (a) Organization agrees that Level All has met the criteria for being a "School Official" with "Legitimate Educational Interests" (as those terms are used in FERPA) in such Education Records and Personally Identifiable Information, and/or the disclosure of such Education Records and Personally Identifiable Information to Level All meets one or more of the other conditions specified in 34 C.F.R. § 99.31;
- and (b) Level All agrees that such Education Records and Personally Identifiable Information will be used only for authorized purposes under the Agreement, and it will not redisclose such Education Records or Personally Identifiable Information except with Authorization from Organization and where such redisclosure is otherwise permitted under FERPA.
- 1.11 State Specific Privacy Addenda. If applicable, the Parties agree to the State Specific Data Protection Addenda for the applicable state(s).
- 1.12 Updates to this Data Protection Addendum. Notwithstanding anything to the contrary in the Agreement, Level All reserves the right to modify this Data Protection Addendum from time to time in its sole discretion and without Organization's prior consent except where required by applicable law ("Updated DPA"). Organization agrees that any Updated DPA will be effective immediately upon Level All emailing the Updated DPA to Organization, unless Level All is required by applicable law to obtain Organization's consent, in which case, such Updated DPA will be effective immediately upon the provision of such consent. Level All will also endeavor to notify Organization of any material revision to this Data Protection Addendum at least ten (10) days prior to such revision coming into effect, using Organization's email address as set forth in the Affiliation Agreement.

EXHIBIT "A"

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS the Jackson County School District (hereafter "JCSD"), is a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, Level All, Inc., does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the Jackson County School District and Level All, Inc., as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum. Further, terms and provisions to the contrary notwithstanding, absent specific statutory authority, no contract can be entered into that binds a successor JCSD Board of Education.

2. Governing Law/Venue/Exclusive Jurisdiction: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the JCSD submits to the personal jurisdiction of the State or Federal Courts having jurisdiction over Jackson County, Mississippi.

3. Indemnity: The JCSD shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify or hold harmless any entity or party to the contract, or any other party, and shall not be liable under any scenario for the other party's legal fees.

4. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the JCSD's recovery resulting from the breach of any applicable warranties whether expressed, implied or common law, shall be of no force or effect. JCSD does not make any warranty, and any provision stating or implying that JCSD is making a warranty shall have no force or effect.

5. No Waiver of Damages: Notwithstanding any provision to the contrary that may be found in the contract, supplemental terms or terms of use that may be referenced therein, and solely to the extent necessary to comply with Mississippi law, any provision seeking to limit and/or waive the recovery by the JCSD of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, solely to the extent necessary to comply with Mississippi law, any provision seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect.

6. Arbitration: The JCSD shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the JCSD to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

7. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the JCSD to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

8. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation or limiting the time for JCSD to pursue legal action or for any purpose shall be of no force and effect.

9. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any applicable rights and/or remedies of the JCSD under the Uniform Commercial Code shall be of no force and effect.

10. Payments to Contractor: JCSD will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires JCSD pay the contractor sooner are deleted. Any provision that requires JCSD pay Contractor any late charges shall have no force or effect.

11. Confidentiality: JCSD is subject to the Mississippi Public Records Act and the Mississippi Accountability and Transparency Act of 2008, and any provision requiring confidentiality in violation of the public records law shall have no force or effect.

12. Availability of Funding: The continuance of any JCSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of JCSD. This contract is cancellable with thirty (30) days' notice to the vender at the end of the fiscal period in the event funds are not appropriated by the funding authority.

13. Conflict of Terms: To the extent there is a conflict between the terms of this addendum and contracting party's contract document and/or documents, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

14. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of Agreement between the parties including the affiliation agreement with Exhibit “A” and Addendum, the Terms of Service for General Users (provisions 1-14, revised March 5, 2024), the Enterprise (Middle and High School) Terms of Service (provisions 1-14; revised September 2025), the Level All Privacy Policy-Public Users (effective August 29, 2023), as well any other Terms of Use, and/or attendant document and/or documents made a part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

Additional Terms and Provisions:

15. Any provision requiring JCSD to name the contractor as an additional insured is deleted. Any provision requiring JCSD to purchase insurance coverage beyond the coverage afforded JCSD pursuant to the Mississippi Tort Claims Act is deleted.

16. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

17. Any references to JCSD waiving any cause of action it may have against Contractor or any other party as a result of Contractor’s breach of the contract, or Contractor’s own negligence or willful misconduct or the negligence or willful misconduct of Contractor’s employees or agents are deleted.

18. JCSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law, including liquidated damages. JCSD does not agree to expend public funds for goods and/or services not received.

19. JCSD does not waive its sovereign immunity or any Constitutional Eleventh (11th) Amendment immunity to which it may be entitled.

Level All, Inc.:

Signed by: Stephen Guillet
Signed by: Stephen Guillet
E99A878B8841482 E99A878B8841482

NAME & TITLE (SIGNED)

Stephen Guillet, Director, Partnerships

NAME & TITLE (PRINT)

3/25/2026

(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)