



## AGREEMENT

THIS AGREEMENT, made on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between Education Advanced, Inc. (“EAI”) and \_\_\_\_\_ (“PARTNER”). The parties desire to enter into an agreement to provide services on behalf of each other to facilitate the efficiency of services provided by each party pursuant to separate agreements between the parties and various governmental entities, primarily school districts (“Customers”). The consideration to support this Agreement consists of the mutual provisions and protections afforded by each party to the other. Accordingly, the terms of the Agreement are as follows:

1. PARTNER shall send data obtained from a Customer, including student data, which is protected under federal and state privacy laws, and EAI shall use such data and incorporate same in connection with services provided to Customer in order to provide Customer with information necessary and helpful to Customer in connection with its performance of required duties to its students.

2. In connection with the providing of data, PARTNER shall ensure that the data is not corrupted, that the data is and remains protected in the hands of PARTNER, that such data and the act of its delivery to EAI shall not carry with such data or the means of its transmission any malware, hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other similar features or programs. PARTNER shall further ensure that the data and the means of its transmission to EAI shall not include any executable code, scripts, active content, corruption or other similar component that could affect the purity of the data or its use in connection with the services provided by EAI to Customer.

3. EAI and PARTNER agree that all data received from the other, all directions for the transmission of such data, all processes passwords, user names, and like components and means of protection shall remain confidential and safe and shall not be transmitted to any third party, including Customer, and each party hereto shall use its best reasonable efforts to protect and keep confidential all such information, components and processes. Furthermore, each party hereto shall use its best reasonable efforts to prevent any attack, abuse or other malicious use of any data, the processes, the protected confidential information or the relationship between the parties.

4. The parties acknowledge that each party brings confidential and proprietary information to any ventures or service to their mutual customers undertaken by them collectively, including specifically, any ventures or services undertaken pursuant to this Agreement. Accordingly, each party shall hold and keep confidential all such confidential and proprietary information received from the other and will not disclose same to third parties other than pursuant to: (a) order of a court; (b) an agreement by the Parties in writing; (c) disclosure being required by law; (d) disclosure being necessary for preparation of the Parties’ respective financial statements and tax documents; or (e) as necessary or required in moving the court to enforce the terms of the Agreement. Otherwise, the parties shall be entitled to notify the general public, their customers and contractors, and other third parties of the existence of the relationship between the parties and the mutual cooperation undertaken pursuant to this Agreement.

5. This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language. Time is of the essence.

Education Advanced, Inc.

\_\_\_\_\_  
By: J. Eli Crow, Ph.D.  
CEO, Education Advanced, Inc.

\_\_\_\_\_  
By: