EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement is effective as of September 25, 2026, by and between Ridgedale Local School District (the "**Customer**") and Catapult Learning West, LLC ("**Provider**") (the "Agreement").

The parties agree as follows:

1. **Term**. This Agreement will commence on the date listed above and terminate on June 30, 2027 (the "**Term**").

2. **Scope of Services**. Provider will provide as the services as described in Exhibit A (the "Services") for the 2026-2027 Regular School Year.

3. **Provider Responsibilities**.

(a) Services. Provider will deliver Services in a professional manner in accordance with recognized industry standards for similar services and qualified personnel will be assigned for that purpose. In providing the Services, Provider and its personnel shall exercise reasonable care. Provider cannot guarantee or assure the achievement of any performance objective, nor can Provider guarantee or assure any particular outcome for Customer, Nonpublic School, student or any other person as a result of this Agreement or the performance of the Services. Delivery of the Services will include use of certain proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials of Provider.

(b) Distance Learning Delivery Permitted. Provider may deliver any portion of the Program when necessary, via distance learning to the extent practicable at the same rates set forth in this Agreement. Delivery of the Program via distance learning does not require consent from the Customer.

(c) Control of Program Staff. Staff who provide the Services are Provider employees or independent contractors ("Provider Personnel").

(d) Change in Circumstances. Provider will inform the Customer if it learns of any change in circumstances at a Nonpublic School receiving the Services that may affect delivery, including changes to administrative personnel, at the Nonpublic School where the Services are delivered or if the Nonpublic School's funding allocation has been expended.

4. **Customer Responsibilities**.

(a) Student Placement. The Customer will consult with Provider regarding the placement of students for participation in a program to receive Services.

(b) Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), the Customer shall not, either directly, indirectly through a third party, hire, or hire for the benefit for a third-party, nor solicit for employment any Provider employee or independent contractor. The Provider may waive the Customer's requirement not to solicit the Provider employee or independent contractor upon request and is effective only if in writing. If the Customer hires any Provider employee or independent contractor during the Non-Solicitation Period then the Customer will pay either: (a) thirty percent (30%) of the employee's annual compensation paid by the Provider if the hired person was a Catapult employee, or (b) a fee of Ten Thousand and 00/100 ($10,000.00) dollars if the hired person was an independent contractor (the "Commission"). The Commission is payable within thirty (30) days of the time the Provider employee or independent contractor accepts employment with the Customer. The Commission is non-refundable.

(c) Change in Circumstances. Customer will inform the Provider if it learns of any change in circumstances that may affect the delivery of the Services, which includes any change in administrative personnel, either at the Customer or the Nonpublic School recipient of Services, or any change in funding for the Services.

(d) Change in Administrative Personnel. In the event there is a change in Customer personnel assigned to oversee or manage this Agreement, the Customer will schedule a meeting between Provider and newly hired or appointed Customer personnel as soon practicable but no later than sixty (60) days from their start date.

5. Fees and Payment

(a) Fees. The fee for the Services is as set forth in Exhibit A. Total Fees under this Agreement are NOT TO EXCEED $3,236.17.

(b) Invoicing and Payment. Provider will invoice the Customer in 9 equal installments starting in October, unless otherwise agreed to by the parties. Payments for the Services are due within thirty (30) days of the invoice date and are nonrefundable unless otherwise agreed in writing. The Customer is responsible for all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services provided pursuant to the Agreement. If the Customer claims tax-exempt status, the Customer will present evidence of such tax exemption upon request of Provider.

6. Intellectual Property

(a) All rights, title and interest in any information and items, including training, curricula, educational content thereof developed by Provider that is used in the provision of Services is the sole and exclusive property of Provider and it shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (the "Provider Materials").

7. Confidential Information

(a) "Confidential Information" means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, training content, presentations, trade secrets, trademarks, technical data, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, and other business information not generally known in the marketplace, and Personally Identifiable Information as defined below.

(b) "Personally Identifiable Information" means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes "Nonpublic Personal Information" ("NPI"), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.); "Personally Identifiable Information ("PII") derived from Educational Records (defined in 34 CFR § 99.2) as described under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g, et seq.) and "Protected Health Information" ("PHI"), as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA.")

(c) The party disclosing the Confidential Information will be referred to as the "Disclosing Party" and the party receiving the Confidential Information will be referred as the "Recipient." It is understood that one party can, at certain times, be a "Recipient" and at other times a "Disclosing Party."

(d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its "Representatives") will: (i) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the Agreement; or (ii) disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by Disclosing Party or this Agreement. Recipient further agrees that it and its Representatives will: (y) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (z) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.

(e) Confidential Information shall not include any information (a) previously known by Recipient, (b) independently developed by Recipient, without use of any Confidential Information, (c) acquired by Recipient from a third party that is not, to Recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by Recipient of this Agreement.

(f) Accordingly, Recipient agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to any person or entity apart from Customer and such other persons or entities as permitted by law or as Customer may designate.

(g) Return of Confidential and Proprietary Information. Upon request of the Disclosing Party, the Customer shall return, and cause any Nonpublic School in possession of, all Confidential Information in its possession, custody or control to the Disclosing Party.

(h) Other Rights. Customer hereby grants FullBloom/Catapult a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

8. Students and Records and Privacy

(a) With respect to Education Records (defined above) that Provider may create, receive or maintain on behalf of the Customer or NPS, Provider is designated as a School Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which Provider is required to create, receive or maintain Education Records to carry out the Services.

(b) FERPA. To the extent Services provided hereunder pertain to the access to student information, Provider will comply with 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto 34 CFR Part 99.

(c) HIPAA, CIPA, and GLBA. Further and to the extent applicable, Provider will comply with federal laws and regulations relating to student privacy including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

9. Breach and Termination.

(a) Termination for Cause. Either party may terminate this Agreement for cause if the other party is in material breach. The notice of default must provide the breaching party a detailed description of the alleged breach

and an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default ("Cure Period"). If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement by providing a written notice stating the date of termination.

(b) Equitable Adjustment. Upon early termination of the Agreement, Customer will pay Provider for Services delivered up to and including the date of termination.

10. Indemnification and Limitation of Liability.

(a) Provider Indemnification. To the extent permitted by law, Provider agrees to indemnify the Customer and its employees, officers, and directors from liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "Losses"), incurred by reason of a third party claim caused by the Provider's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Customer.

(b) Customer Indemnification. To the extent permitted by law, the Customer agrees to indemnify Provider and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the Customer's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Provider.

(c) Indemnification Process. A party to this Agreement claiming a right of indemnification shall be referred to herein as the "Indemnified Party" and the party against whom the claim for indemnity is being made shall be referred to herein as the "Indemnifying Party." In the case of a claim asserted by a third party which claim is subject to indemnification, (a "Third-Party Claim"), the Indemnified Party will (i) give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party is liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.

(d) Limitation of Liability. Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Provider and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to Provider in the preceding 12 months or $500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement of intellectual property. Neither Provider nor Customer shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if Provider or Customer have been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Agreement between Provider and the Customer. Provider would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

11. INSURANCE

(a) Insurance Coverage. The parties are insured with coverage for commercial general liability, property damage, and worker's compensation.

(b) Provider Insurance Limits. For the term of the Agreement, Provider will maintain liability insurance of the types and limits set forth below:

i.	Commercial General Liability:	$1,000,000 on a claims-made basis and $2,000,000 annual aggregate.
ii.	Auto Liability:	$1,000,000 annual aggregate
iii.	Workers Compensation:	At the limit required by state law
iv.	Employer Liability:	$1,000,000 annual aggregate

(c) Proof of Insurance. Upon request, a party will produce a certificate of insurance evidencing the limits set forth above.

12. NOTICES

(a) Methods of Delivery. All notices under this Agreement may be delivered only by: (i) hand delivered by nationally recognized overnight delivery service (e.g., Fed-Ex or UPS or USPS Priority Overnight) messenger or courier service, (ii) pre-paid first-class certified mail, return receipt requested, or (iii) e-mail with read receipt requested, addressed to the respective party as noted below or to such other addresses as any party may designate by notice complying with the terms of this Section.

(b) Date of Delivery. Each such notice is deemed delivered on either, (i) the date delivered by personal service, (ii) the date on the pre-paid first-class certified mail return receipt, or (iii) the date of the "delivered receipt" e-mail or tracking information from nationally recognized overnight delivery service.

(c) Notice Addresses. The addresses of the parties for notice are:

Ridgedale Local School District
3103 Hillman-Ford Road
Morral, Ohio 43337
United States

Attention: Angie Murphy
Email:

To Provider:
Catapult Learning West, LLC
P.O. Box 444
Elmsford NY 10523
Attention:
Email: contracts@fullbloom.org
With a copy to the Office of the General Counsel at the same address.

13. MISCELLANEOUS

(a) Force Majeure. Neither party will be liable for non-performance or in default to the other party for failures of performance resulting from events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

(b) No Agency. The parties do not intend for this Agreement to create a partnership or joint venture between the parties. Neither party may commit the other party for any purpose except as expressly provided herein.

(c) Assignment. Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.

(d) Applicable Law. Provider will comply with the federal and state laws applicable to the provision of the Services.

(e) Governing Law. The parties intend Delaware law to govern this Agreement.

(f) Non-discrimination. Provider is an equal opportunity employer and conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, pregnancy, sexual orientation, gender identity, military service or other legally protected category.

(g) No Waiver. Failure of either party to exercise, or delay in exercising any right under this Agreement shall not operate as a waiver. Exercising any right does not preclude the party from exercising any other right.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties and all previous agreements or discussions are hereby superseded by this Agreement.

(i) Severability. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.

(j) Amendment of Agreement. This Agreement may be amended only by a written agreement signed by both parties.

(k) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is an original, but all of which together constitutes one complete document.

(l) Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party only after obtaining the other party's consent which consent may not be unreasonably withheld.

(m) No Third-Party Beneficiaries. The parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the parties. The parties further intend this Agreement does not allow any claim or right of action to anyone other than the parties.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

This Agreement is executed as of the date stated in the introductory clause, regardless of any dates inserted below:

Ridgedale Local School District

Name:
Title:
Date:

Catapult Learning West, LLC

Name:
Title:
Date:

Ridgedale Local School District
and Catapult Learning West, LLC

EXHIBIT A
PROGRAM AND FEES

Type of Program:
Instructional/ Intervention Services Provided

Sub-Category of Program:
Small Group Instruction

SMALL GROUP INSTRUCTION PROGRAM

Group Size Minimum: 2
Group Size Maximum: 6
Total Number of Groups Served: 2
Session Length: 45 Minutes
Sessions Per Week Per Group: 2
Curriculum: Achieve Literacy K-8 and Achieve Math K-8

Funding Source
Funding Source: Title I

FEES

The Customer shall pay Provider on the following basis: an hourly rate of $85.00 per Program Hour for the provision of the Services over the Term.

Hourly Rate is per scheduled program hour. Program hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings.

Ridgedale Local School District participates in a pooled Title I program for the following Nonpublic Schools. Through this pooling arrangement, Title I services are provided to the lowest-achieving eligible private school students based on uniform educational need criteria, regardless of the students' district of residence or the amount of funding generated by low-income families attending the nonpublic school.

Nonpublic Schools

Nonpublic School Name: Marion St. Mary; Allocated Amount: $3,236.17; Services: Intervention