PEARSON VIRTUAL SCHOOLS USA

VIRTUAL LEARNING EDUCATION PROGRAMS

STATEMENT OF AGREEMENT

Customer Name: South Carolina for Online Education, Inc.

Contact Person: Adam Hall

Phone Number: (803) 924-2300

Email Address: achall77@gmail.com

Expiration Date: June 30, 2031

---

1. **Background Information**, South Carolina for Online Education, Inc., a non-profit organization ("Customer") holding the charter for a South Carolina public charter school under the name South Carolina Bridge Connections Academy pursuant to a trademark license granted in this Agreement ("School") is contracting with Connections Education LLC, also doing business as Pearson Virtual Schools USA ("Pearson") to receive access to certain virtual education products through Pearson's education management system ("EMS"), along with associated support services, as more fully set forth in the attached Schedules (collectively, the "Education Program"). Customer and Pearson together are sometimes collectively referred to herein as Parties and individually as a Party. The School is authorized as a virtual public charter school by its Authorizer under South Carolina ("State") law. The Parties' rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.

2. **Term**. This Agreement will commence on July 1, 2026 ("Effective Date") its execution by both parties and expire on June 30, 2031 (the "Term"), unless otherwise renewed ("Renewal Term").

3. **Pearson Rights and Responsibilities**.
   a. The Education Program, described on Schedule 1;
   b. Special Education Services, described on Schedule 2;
   c. Employment and Staffing, described on Schedule 3;
   d. Staff Related Services, described on Schedule 4;
   e. Partner Success Team, described on Schedule 5;
   f. Enrollment, Academic Placement and Public Information Campaign services, described on Schedule 6;
   g. Student Record Services, described on Schedule 7;
   h. Technology and Facility Services, described on Schedule 8;

4. **Customer Responsibilities**.
   a. All responsibilities not specifically delegated to Pearson are the responsibility of Customer and are generally organized for Customer's convenience in Schedule 9, with additional references to Customer's responsibilities in other attached schedules;
   b. Collection of Funds, Pricing and Payment Terms, described on Schedule 10;

5. **Additional Schedules.**
   a. Notice Information, described on Schedule 11;
   b. Insurance Policies, described on Schedule 12;
   c. Legal Terms, described on Schedule 13; and
   d. Index of Defined Terms described on Schedule 14.

This Agreement, including the attached Schedules, comprises the entirety of the Parties' agreement.

Agreed to by:

PEARSON VIRTUAL SCHOOLS USA	SOUTH CAROLINA FOR ONLINE EDUCATION, INC.
By: ____________________	By: ____________________
Title: President, Pearson Virtual Schools	Title: Board Chair
Date: 05/18/2026	Date: 05/12/2026

Schedule 1

Education Program

1. Curriculum. Pearson will provide the Education Program which includes educational content and materials delivered primarily through the internet and other electronic means ("Curriculum") which will fully meet and align with all applicable South Carolina College and Career-Ready Standards when supplemented with Teacher provided additions and modifications. However, Pearson and the School may agree to utilize Teacher provided curriculum, additions and modifications developed by the School. Any curriculum developed with School funds shall be and remain the property of the School and shall not comprise part of the "Curriculum" as defined herein, so long as no proprietary content from Pearson is used in creating such curriculum. Pearson shall further annually review and update the Curriculum to reflect any changes in South Carolina standards The Curriculum includes:

   a. Pearson Course offerings, access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.

   b. To the extent permitted by state law, optional access to certain courses taught through the Pearson Online Academy.

   c. A license to use Pearson's standard instructional materials ("Instructional Materials"). Instructional Materials will be provided in compliance with Students' individualized education plan ("IEP") or 504 Plan when available.

   d. A high level of flexibility and support, with a diagnostic, adaptive, and prescriptive curriculum for grades 7-12 who are at risk for not completing graduation requirements before they exceed allowable age limits under State Law.

   e. Use of Positive Behavioral Interventions and Supports system to create a positive school environment where all students can thrive and reach their potential.

   f. To the extent reasonably possible and so long as within the existing capability of the scope of products and services provided as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of a Student to the extent documented on an IEP or 504 plan provided to Pearson.

2. EMS Access. Pearson grants Customer a license for the duration of the Term to access and use Pearson's proprietary technology platform (the "EMS"), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.

3. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance Teachers' effectiveness in creating a Personalized Learning Plan ("PLP") for each Student that will meet or exceed any educational standards established by the State or otherwise required by the Charter.

4. Testing and Assessments. Support the School in the administration of benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing, as more fully described in Schedule 9, Section 4. The primary interim assessments will be formative assessments from Renaissance Star. It is expected that the School will use these assessments; however, specific assessments may change as the School progresses through the term of its charter. This state-approved vendor assessment is completed three times a year. Students in grades 7–12 will take the Renaissance Star tests for both English Language Arts/Reading and Math.

5. Training.
   a. Provide Customer and School Staff with necessary training in Pearson protocols and continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which will allow the respective School Staff to comply with applicable laws that specify Training requirements. Training shall address School-identified needs, and Pearson shall establish a defined process for the Customer to propose Training opportunities and needs, inclusive of a reasonable timeframe for Pearson to respond to such proposals, subject to Section 5.c. below.
   b. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various Pearson policies and procedures, and other topics relevant to successfully engaging the Education Program.
   c. Customer shall have the ability to supplement the Pearson sponsored Training with additional training at its sole discretion and expense.
   d. All costs associated with Pearson sponsored Training shall be the responsibility of Pearson, including related travel, housing, meal and hospitality costs, without exception or cost to Customer. Pearson's sponsored training will be for the purpose of supporting the School's education mission and other related official school business.
6. NCAA. So long as the School meets the Pearson NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Connections Academy Schools (both criteria and Guidelines found here: https://www.connexus.com/library/launch.aspx?id=80237), the School will be included in the Connections Academy "district" for NCAA purposes at no additional fee, which will entitle Students to receive access to high school courses that meet the NCAA Eligibility.
7. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. The web site, its design, layout and non-School specific content is the exclusive property of Pearson.
8. Health and Safety: Assist the Customer in the development of training and policies related to the following standards regarding health and safety:

a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;

c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law, including Title IX related violations; and

d. Complying with all state immunization laws.

Pearson will conduct audits on a routine basis to track School Staff participation in such trainings, as well as the number of behavior incidents covered by these trainings and policies and reported by the School in either the Student log, the Issue Aware ticketing system or other location, the results of which will be shared with Customer.

9. School Counseling and Related Services. Provide services to support, monitor, and train the School in its provision of academic counseling, life skills counseling, college and career counseling, guidance with the completion of school year cycle counseling tasks (i.e. transcript entry, AP exam scheduling, graduation planning, strategies for monitoring student safety, course scheduling, etc.) and other related services which support a comprehensive school counseling program. Additionally, the service assists schools in developing customized protocols and ongoing support to ensure successful implementation.

10. Additional Programs. Make available to Students additional programs such as Career Technical Education, STEM, extended year and accelerated options to the extent permitted by State law, and taking into consideration enrollment demand, funding availability, and other programmatic considerations Pearson deems relevant in determining the feasibility of implementing such programs.

11. Program Oversight. Pursuant to the terms of this Agreement, and as a part of the Pearson fee for Educational Services and Pearson's Program responsibilities, Pearson shall make key personnel reasonably available for advisement and consultation with Customer's representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to Pearson and, therefore, Customer shall not be separately assessed for any costs incurred by Pearson in connection with its Program Oversight related responsibilities outlined in this Section.

12. Periodic Review. Pearson has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the Customer has a vested interest in Pearson protecting such goodwill, as well as the academic integrity of the Education Program in connection with the School's mission to advance the education interests of its Students. Accordingly, Pearson is hereby obligated and authorized to perform, upon notice to the Governing Board chair or the Board's designee, ongoing and periodic reviews of School records documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Customer,

Administrative Staff and/or Teachers any deviations from established Pearson policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Pearson takes note of in connection with such ongoing or periodic review. To the extent there are any written reports resulting from such review, Pearson will deliver a copy to the Board chair and the School Leader. Pearson may not independently or without advance notification to the School Leader contact School Staff or Teachers or discipline School employees. Pearson shall respect the Customer's administrative chain of command, and any communications materially affecting Customer's employees' activities or employment will be made with advanced notice to or through the School Leader, or Board Chair if concerning the School Leader.

Schedule 2

Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. § 794; the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith.

2. Pearson will:

   a. Develop and implement the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes;

   b. Support the Customer in its implementation and delivery of the Special Education Services provided by the School, including but not limited to:

      i. Provide periodic compliance assessments to the Customer of the School's delivery of Special Education Services;
      ii. Support the School with ongoing professional learning and monitoring in the areas of special education, Section 504, English Learner ("EL") and gifted;
      iii. Meet at a minimum, once per month with the School's Special Education Director or School leadership members, as applicable;
      iv. Monitor the implementation of the Special Education Protocols as well as compliance with Section 504 and EL federal and state requirements;
      v. Provide data support in connection with the State specific Special Education reporting systems;

   c. Provide assistive technology for eligible students;

   d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;

   e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.

3. <u>Adoption of and Compliance with Special Education Protocols</u>. The School will adopt the Special Education Protocols. The Special Education Protocols will be subject to review and revision by Pearson from time to time throughout the Term. Customer will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will defer to Pearson guidance with respect to providing Special Needs Students with a free and appropriate public education ("FAPE").

4. The Customer authorizes Pearson to apply for, seek, collect, and retain reimbursement through Medicaid (or other applicable State or federal programs) on behalf of the School for the provision of reimbursement eligible services delivered by Pearson ("Medicaid Reimbursement"). The Customer will fully cooperate with Pearson as required to facilitate such Medicaid Reimbursement.

Schedule 3

Employment and Staffing

1. The Customer is the employer of the School Staff. The Governing Board retains final authority over hiring, termination, and evaluation of the Lead School Administrator.

2. For each year of the Term, by December 31 immediately preceding the Academic Year at issue, the Customer shall notify Pearson of any recommended modifications to the then current staffing plan it would like to discuss. The Parties shall then establish a timeline to meet and discuss the suggested changes, as well as possible operations and fiscal impact. In addition, throughout the Term and on an as needed basis, the Customer shall consult with Pearson to determine such matters as composition of School Staff and their respective job responsibilities; impact on the Customer budget; and School Staff job performance related matters such as job descriptions and performance evaluations. Staffing plans shall proactively accommodate projected enrollment growth, and requests by the Customer for part-time staff services shall be reasonably in good faith considered and timely addressed by Pearson. Staffing plans shall be timely and reflect actual and on-going needs of the School, while allowing for flexible implementation and modification throughout the Academic Year.

3. The Lead School Administrator who shall be employed by Customer shall be responsible, with the support of Pearson's Director of School Operations, for assigning, supervising, evaluating, and disciplining Teachers and other Administrative Staff, and for recommending to the Customer the hiring and dismissal of Teachers. The Lead School Administrator shall carry out his/her delegated responsibilities in accordance with the law, the Charter, Customer-adopted policies and procedures as well as Pearson processes and protocols. Notwithstanding the above, the Lead School Administrator may designate its Principals and/or Assistant Principals to supervise and evaluate certain professional staff including Teachers.

4. The Manager of Special Education shall be employed by the Customer. The Manager of Special Education shall be responsible for overseeing the provision of Special Education Services, including developing and implementing the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the Special Education Teachers, the School's Section 504 coordinator, and all outside contractors retained for such purposes. The Manager of Special Education shall be responsible, in consultation with Pearson human resource support team, for hiring, dismissal, assigning, supervising, evaluating, and disciplining Special Education Teachers. The Manager of Special Education shall carry out his/her delegated responsibilities in accordance with the law, the Charter, Customer-adopted policies and procedures and Pearson processes and protocols. To the extent permitted by law, the Customer may elect to have the Manager of Special Education also serve as the School's Coordinator for Section 504 and EL Services' rather than employ a dedicated resource to fill one (1) or both of those roles.

5. In circumstances where there is a vacancy or the Customer's enrollment is insufficient to support one or more full-time School Staff positions, and to the extent permitted by the law of the State, the Customer may request that it be afforded the ability to utilize the services of qualified educators from Pearson until such time as the relevant vacant position is filled or there are sufficient number of Students to support a particular full-time position, respectively.

6. Each Party shall notify the other Party as soon as is practicable of any School Staff member who the notifying party learns has been convicted of a felony or misdemeanor involving a crime of moral turpitude.
7. Pearson shall have the right to request in writing ("Customer Staff Notice") that the Customer replace any member of School Staff in the event that Pearson determines a particular School Staff member's job performance does not meet the Connections Academy standards, is negatively impacting the Customer's overall performance, or is otherwise creating an unacceptable reputational risk. In the event the Customer does not adhere to Pearson's request, the Customer shall develop a Customer Staff Improvement Plan within thirty (30) days that, in Customer's good faith determination, fully and consistently addresses Pearson's concerns raised in the Customer Staff Notice ("Customer Staff Improvement Plan"). The Customer Staff Improvement Plan shall be developed in consultation with Pearson. It is the Customer's responsibility to require full and consistent implementation of all Customer Staff Improvement Plans.
8. The Customer may, at any time, request support from Pearson in the commencement of or independently commence an investigation into and take action to address any complaints or concerns regarding the performance or conduct of any member of School Staff.
9. School Staff may be full-time dedicated resources to the Customer or part-time resources, including possible third-party contractors, based on the Customer's enrollment and other factors.
10. School Staff shall be licensed and/or credentialed in accordance with Applicable Law.

Schedule 4

Staff-Related Services

1. Human Resources Services

    a. Recruiting, training, monitoring, and supporting Customer Staff and other support service providers employed or otherwise engaged by the School, as well as supporting the performance evaluation process for such personnel;

    b. Payroll and benefits administration as required by law for Customer Staff; and

    c. Conducting background checks as specified by law.

2. Compliance Services

    a. Provide business-related compliance Customer support including: policy creation for all Customer stakeholders (e.g. employee, general and school supplements), ad hoc policies, research and guidance on course and credential alignment and tracking, school calendars, business insurance, business risk management;

    b. Pearson will be responsible for criminal background checks and fingerprinting to be conducted on staff assigned to the School, and on Community Coordinators, to the extent required by State law, and will maintain documentary evidence of such background checks and fingerprinting. Upon the Customer's request, Pearson will provide documentary evidence of its compliance with this section, subject to any privacy restrictions or confidentiality requirements imposed by State law.

    c. Pearson will comply with all Federal, State, and Charter Institute at Erskine data reporting requirements and timelines, and will provide all required data to the School.

3. Handbooks. Pearson shall develop and maintain a staff handbook in consultation with the School Leader and that will be in compliance with state laws for use by the Customer. The handbook shall be submitted to the Governing Board for its approval.

Schedule 5

**Partner Success Team: School Success Partner,
Director of School Operations, School Operations Program Manager, and Academic Impact Team**

Pearson's Partner Success Team will provide the School a School Success Partner, a Director of School Operations, and a School Operations Program Manager, whose responsibilities also include those set forth below.

1. School Success Partner. The School Success Partner is responsible for advising Customer on the financial, and operational health of the School, and shall maintain awareness of relevant timelines and deadlines affecting the School's funding and operations, and timely address School concerns and queries regarding the Education Program.
   a. The School Success Partner generally acts as the liaison between Pearson and Customer providing support in relation (but not limited) to:
      i. Customer strategic concerns;
      ii. Delivery of the terms of the Agreement;
      iii. School relationships with the State Department of Education and authorizer, if applicable; and
      iv. Management support of the budget.

2. Director of School Operations. The Director of School Operations is responsible for monitoring the Education Program to ensure the School is implementing it with fidelity to the Pearson model, including established protocols and interventions.
   a. The Director of School Operations supports the School's operational health and academic performance by providing supervision of the Administrative Staff as well as guidance, oversight, and comprehensive support on:
      i. Day to day school operations;
      ii. Establishment of and adherence to School policy;
      iii. Continuous school improvement planning including creation and execution of School Improvement Plans;
      iv. Effective implementation of instructional strategies
      v. Analysis of school performance data and other key metrics; and
      vi. Professional development for school leaders, leadership teams and tailored leadership coaching as needed.

3. School Operations Program Manager. The School Operations Program Manager will serve as the first point of contact for School administrative matters.
   a. School Operations Program Managers support issue resolution, and School Year Cycle annual task completion.

b. School Operations Program Managers generally act as a liaison between Pearson and Customer to ensure processes related to marketing, enrollment, product, and business functions are followed. In addition, School Operations Program Managers provide Customer support in relationship to:
   i. Day-to-day school operation concerns or requests;
   ii. School and Pearson processes; and
   iii. Addressing school needs that require interfacing with other Pearson's departments and requests.

4. Academic Impact Team. The Academic Impact Team will support teams who work with School and School Staff to improve student outcomes by providing professional learning, curriculum implementation support, and data-driven services. These include analyzing instructional challenges and optimizing the use of educational tools; supporting academic improvement planning and school-wide strategy; designing and delivering professional development, creating scalable support services like tutoring and counseling, and providing performance analytics to guide interventions and measure impact.

5. Partner Success Team Communication with School Leader and Administration Staff:
   a. Will participate in:

      i. Utilizing a weekly Connections Academy School Leader Update (SLU) information email which includes updates or information on items that school leadership teams need to be aware of and/or complete;
      ii. School Leadership team meetings with all Connections Academy principals, assistant principals, Partner Success Team Members, and other Pearson employees to talk about timely topics per the School Year Cycle or other identified training need;
      iii. Professional development planning and asynchronous and synchronous professional development opportunities for school leaders. These can include a professional growth plan, instructional leadership, effective management and coaching of staff, etc. If a school leader is struggling in an area and needs professional development, sessions may be assigned as mandatory; and
      iv. Continuous School Improvement Planning and regular progress monitoring/update sessions. School Leaders are required to facilitate regular report out sessions on the current results of their school improvement plan. These sessions are required and should be attended by school leaders, the leadership team, and anyone else at the school who owns one of the school action plans. Members of the Partner Success Team and Academic Impact Team will also attend and provide feedback. Schools are encouraged to invite other stakeholders up to and including the entire school staff.

   b. School Leaders and Administrative Staff will at minimum participate in:
      i. Weekly one-on-one check-in sessions to touch base and stay informed about:

A. School Year Cycle topics;
B. School metrics;
C. School Improvement Planning (SIP); and
D. Daily school operations.

These meetings/check-in sessions may include only the School Leader or may include other members of the school leadership team as well. For a larger school, other members of the leadership team should attend.

c. Performance management meetings, where the following will be discussed with the Director of School Operations:
   a. Goal setting and professional development for School Leader;
   b. School Leader performance level with improvement suggestions;
   c. Improvement planning; and
   d. Formalized performance review sessions (mid-year and end of year reviews).

Schedule 6

Enrollment, Academic Placement and Public Information Campaign

1. Enrollment and Academic Placement Processing. Implement and conduct the School enrollment process on behalf of the Customer, in accordance with enrollment, placement and withdrawal policies and procedures adopted by the Customer and Pearson, and consistent with local, state and federal law.

   a. The Customer acknowledges that Pearson is the School's agent throughout the enrollment and placement process. Pearson will receive and deliver information from and to Students and Caretakers in connection with the enrollment and placement process in compliance with state and federal laws.

   b. Pearson shall maintain a list of the Students enrolled in the School and shall provide such list to the Customer promptly upon request.

   c. Dual or part-time enrollment may be authorized by Customer in consultation with Pearson to the extent permitted by state law.

   d. Typically, enrollment and placement services commence the February preceding the upcoming Academic Year. Accordingly, Pearson will have no obligation to provide enrollment and placement services identified herein in support of the Academic Year that follows any termination of this Agreement. Pearson shall, however, be obligated to continue providing enrollment and placement services in support of the final Academic Year of the Term through the termination date of the Agreement. For avoidance of doubt, if the Agreement terminates on June 30, 2031, then Pearson has no obligation to provide any enrollment and placement services that support the 2031-2032 Academic Year.

2. Public Information Campaign.

   a. Pearson will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Pearson will not implement PIC initiatives promoted by the Customer that Pearson determines may have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School. PIC initiatives, strategies and tactics may shift throughout each Academic Year of the Term depending on market demand, changing consumer behaviors, and testing and optimization campaigns. State specific PICs will be customized to the School as appropriate, but will include Pearson brand messaging.

   b. To the extent there is more than one Pearson supported school in the State, the Customer acknowledges the PIC, including all Enrollment Leads, will benefit all schools located within the State taking into consideration each respective school's stated enrollment goals. To the extent possible, siblings of an existing student in a particular school will be placed in that same school, returning students, including students who withdraw and return, are placed in the school of initial enrollment, students who specifically request a particular school are placed in the school of choice. If specific enrollment criteria of a particular school prohibits a particular student from being enrolled in that school, then, if possible, the Student will be placed in another Pearson supported school in the State. Once a school has reached its enrollment cap, efforts will be made to direct families to other Pearson supported schools in the state until such a time as they have reached their enrollment cap, if any.

c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Pearson Confidential Information, and is the property of Pearson.

d. Pearson maintains an Enrollment Lead database of all generated leads by Pearson, including those developed through Pearson's PIC efforts. The Enrollment Lead database is the exclusive property of Pearson and shall include, but is not limited to, Enrollment Leads who begin the enrollment process and fail to convert, those who take no steps toward enrollment, and those who withdraw or are otherwise no longer enrolled in a Pearson supported school. The Enrollment Lead database is only for the benefit of the School during the Term, including any renewal term. Customer is not entitled to receive any benefit of the Enrollment Lead database on or after February 1 of the last Academic Year of the Term, except those Enrollment Leads who specifically express a request for enrollment in the last Academic Year of the term. For the avoidance of doubt, and consistent with Pearson's enrollment and placement obligations set forth in Section 1.d. above, if the Agreement expires June 30, 2031 and is not renewed, the School shall not receive the benefit of the Enrollment Lead database for the 2031-2032 Academic Year and beyond.

e. Pearson is authorized by Customer to access Student Records for communication directly with Caregivers and Students in support of the School's education mission about education enrichment related opportunities of potential interest, including post high-school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internship and job training opportunities. Pearson may authorize other Pearson affiliated businesses to send such communications, so long as Pearson approves of the communication content and such communications comply with all appliable state and federal law.

f. Pearson will keep Customer's PIC coordinator, if any, apprised of the PIC development and implementation.

g. Pearson and the Customer's PIC coordinator, if any, will work together each year during the Term to develop and implement a PIC for the upcoming Academic Year, which will be tailored specifically to reach and inform families who could benefit from an alternative education option. Pearson is under no obligation to implement any PIC initiatives promoted by the Customer that Pearson determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School.

h. Customer shall not undertake any independent PIC or other marketing activities without the express written consent of Pearson and then only under the terms Pearson establishes.

3. Invoicing for Enrollment Services and PIC. Enrollment Services and PICs supporting a given Academic Year commence during the prior Academic Year but are covered by invoices issued to the School on or after the first day of the Academic Year for which they are intended to benefit. The aforementioned invoices will be issued under the "Upfront Connections Program Fee" line item as described in the Fee Schedule at Schedule 10, as the fee for the Enrollment Services and PIC are included in the bundled Upfront Connections Program Fee. Customer is obligated to fully and timely pay the invoices for the Upfront Connections Program Fee, which for Customer's convenience, are spread out over the months of July through June, even though services commence during the previous Academic Year. For the sake of clarity, the PIC and Enrollment Services related to the 2026-2027 school year may begin as early as February 1, 2026, but the invoicing for them will not commence until on or after July 1, 2026.

4. Post-Termination Enrollment and PIC Obligations. Pearson will have no obligation to perform enrollment services or to develop and implement a PIC for the Academic Year that follows any termination and non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2031, then during the 2030-2031 Academic Year, Pearson has no obligation to develop and implement a PIC to support the recruitment and enrollment of students for the 2031-2032 Academic Year. School is solely responsible for providing marketing and enrollment services to support the recruitment and enrollment of students for the 2031-2032 Academic Year and may do so without Pearson's involvement except, such services may not be provided in a manner that is disparaging of Pearson and may not use Pearson branding.

Schedule 7

Student Records and Data

1. Repository of School Records. The Customer hereby appoints Pearson its repository of electronic Student Records and other electronic School records, including financial records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other state and federal law.

   a. Pearson will store and maintain such electronic records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against:

      i. accidental or unauthorized destruction;

      ii. accidental or intentional loss or alteration; or

      iii. unauthorized disclosure or access.

   b. In the event the Agreement terminates, Pearson will maintain such repository of records for a period of four (4) years following such termination for no additional fee.

2. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in this Agreement and in connection with its repository obligations set forth above:

   a. Pearson shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.

   b. All Student Record information remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the Customer via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.

   c. Pearson shall certify to the Customer within one (1) year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the Customer in connection with such notice.

3. Protection of Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times owns the Student Records and each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

4. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Schedule 13 (Legal Terms).

5. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"). Pearson will not use any such School-owned Student Information for any non-school related purpose without obtaining the written permission of the School or the Student or Student's Caretaker (as the case may be).

    a. Pearson may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker.

    b. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data and identify its source as being the School.

    c. Pearson shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Pearson's systems and capabilities permit. Upon receipt of such request from the School, Pearson will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Pearson's existing capabilities.

6. Communications from Pearson. Customer acknowledges and agrees that Pearson may periodically contact Authorized Users for the School in connection with the Education Program, as well as to inform Caretakers and Students of educational opportunities related to such Students' academic pursuits in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the EMS WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as expressly permitted by law, Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

Schedule 8

Technology and Facility

1. Technology. Pearson will provide the following Computer Technology and services associated therewith**:**

   a. School Staff. Pearson will provide and maintain in working condition Computer Technology for School Staff. Any Computer Technology provided by Pearson will be maintained so that it continues to be in sufficiently operable condition and meets the requirements of the EMS, provided however, if a computer cannot be fixed, Pearson will replace such computer. The Computer Technology is the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. Notwithstanding the above, all School and Administrative Staff data files stored on the Computer Technology shall remain the property of the School and Pearson shall make reasonable efforts to provide the School opportunity to remove data prior to the return of devices upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner.

   b. Student Technology. Pearson will ensure access to technology is available to Student households, on a case by case basis as necessary to fully access the curriculum and as otherwise necessary to access the Education Program as required by law. Such Computer Technology shall be maintained so that it continues to be in sufficiently operable condition and meets requirements of the EMS, provided however, if a computer cannot be fixed, Pearson will replace such computer on a replacement cycle not to exceed six years , will be the exclusive property of Pearson or its contractors, and will be returned upon the termination of this Agreement, or when the Student is no longer enrolled, whichever is sooner. Pearson may invoice Caretakers of Students, unless prohibited by law, for Computer Technology not returned.

   c. Computer Maintenance. Computer Technology will be maintained by Pearson at no additional cost or fee to the School or its students, except in cases of violation of Pearson's or the School's Computer Technology use policy. All Computer Technology costs, including computer costs, are included in the standard fees set forth in Schedule 10 of this Agreement, and Pearson shall not charge the School additional amounts for Computer Technology-related costs or services. Pearson shall ensure all Computer Technology complies with or meets South Carolina and Charter Institute at Erskine requirements, including timelines for assessments and data handling.

   d. Technology Support. Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to families and students and School Staff. Procedures for contacting Pearson Support Services are shared during the onboarding process and are posted for families and staff in the EMS. Currently technical support hours are Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), and to staff Monday-Friday 8:00 a.m. to 6:00 p.m. (ET). Technical support hours are subject to change. For Students not using computer technology provided by Pearson, Pearson shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of the EMS. While Pearson may assist in the installation of software related to the delivery of Related Services, it does not provide assistance with respect to the use and functionality of such software.

e. Student Technology Support Stipend Administration. To the extent the Customer has established a student technology support stipend program, Pearson shall act as the agent for administering such a program. Payment of the stipend to eligible households would be facilitated by Pearson, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, when applicable. The Customer's student technology support stipend program will be limited to the eligibility and amount required by law unless Pearson has agreed to a program that exceeds the minimum required by law.

2. Facility Support. Pearson or its designee shall provide the following Facility Management and Maintenance:

a. Pearson will procure administrative office space on behalf of the School in circumstances where, in Pearson's sole opinion, the School does not have appropriate facility to meet the School's purpose. Pearson or its designee will work with the Landlord and oversee the buildout of the office space to accommodate the needs of the School;

b. Pearson will provide management and maintenance responsibilities for the space on behalf of the School, including management and maintenance of equipment, furniture, and utilities. All rent and any common area maintenance charges paid by Pearson to the Landlord on behalf of the School are a pass-through expense and shall be paid to Pearson in accordance with Schedule 10.

c. The office space shall be compliant with the Americans with Disabilities Act and meet any other requirements of applicable law.

d. If this Agreement is terminated prior to its expiration, any capital equipment or furniture and fixtures ("Capital Assets") owned by Pearson and located in the facility may be purchased by the Customer at the then current book value as recorded on Pearson's financial records.

e. Any Capital Assets not otherwise the property of the Landlord pursuant to the terms of the lease, as well as any other furniture, equipment or fixtures purchased by Pearson on behalf of the School using federal or state grant funds or any other sources of public money, will continue to be deemed the property of the School.

Schedule 9

Customer Responsibilities

1. General. The Customer is responsible for monitoring the Education Program quality and efficacy, implementation of the Pearson model with fidelity, monitoring Student safety and well-being, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing Pearson's day to day operation of the School, except for those services to be performed by Customer under this Agreement.

2. Employment. Employment responsibilities related to Customer Staff, as described on Schedule 3.

3. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.

4. Testing and Assessments. With the support of Pearson, administer benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing and provide the resulting data to Pearson. Current benchmark assessments available include Renaissance, NWEA MAP. Customer commits to administering benchmark assessments at the beginning, middle, and end of the year, and provide resulting data to Pearson, where the data will be used to analyze and develop recommendations for areas of improvement. In addition, Customer will ensure the benchmarking data will be used by the School to make instructional decisions for each student. As a supplement to the Benchmark Tests, Customer will ensure that the School will share data from other State required Classroom Diagnostic Tools (CDTs), to the extent the sharing of such data is permitted under applicable law including FERPA.

5. Curriculum Modification Requests. Submit requests for Curriculum Modification Requests as provided at https://www.connectionsacademy.com/product-highlights. Pearson prioritizes Course Modification Requests that relate to or arise out of a change in regulatory standards. Pearson cannot guarantee other requested modifications will be available by the requested date, but will work with Customer to deliver such modifications within a commercially reasonable timeframe given complexity of request, resource availability, and other such relevant considerations. In the event a specific Curriculum Modification Request cannot be implemented, or Pearson is unwilling to implement any Curriculum Modification Request, Pearson shall provide Customer with an explanation with specificity of its decision and engage Customer on other options available to it, given Customer's motivation for the particular modification. The School may implement its own curriculum modification to comply with state or Charter requirements or standards.

6. Collection of Funds. Except to the extent prohibited by State law, the Customer shall use reasonable efforts to assist in the collection of any amounts that are due from other federal, state and local governmental entities, but shall not be responsible for any amounts that remain uncollected.

7. Insurance. Maintain the insurance identified on Schedule 12.

8. Student Data Transfer/Access Requests. Customer is responsible for determining that any Customer request for access to or transfer of Student personally identifiable information or Customer information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or Customer policies and procedures, as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. To the extent permitted by law, the Customer shall hold Pearson harmless and indemnify Pearson regarding such access.

9. Abide by Established Protocols, Policies and Procedures. The Customer shall abide by all Pearson established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Pearson-provided Computer Technology and Instructional Materials. In the event Customer becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, Customer shall immediately provide Pearson with written notification of the known or potential conflict and work with Pearson to satisfactorily resolve such conflict. During any period of time that the Customer fails to: (i) implement the Education Program with fidelity; (ii) timely and consistently implement any School Improvement Plan; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to implementation of the Education Program brought to the Customer's attention by Pearson, Pearson and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Schedule 13 - Indemnification, of this Agreement.

10. Regular Meetings. The Customer shall meet regularly with Partner Success team to discuss updates related to the School operation and performance, school leader performance, as well as the parties' relationship.

11. Non-Pearson Computer Technology. In the event that the Customer elects to procure any of its Computer Technology from a source other than Pearson, Customer shall be solely responsible for providing support and logistics services for such Computer technology.

12. Other Services. To the extent there are products and services not included in the Education Program and the Customer elects to contract with a third party other than Pearson for such products or services, it shall be the Customer's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

13. Charter Agreement: The terms of the Charter Agreement entered into on or about July 1, 2021 by and between the Customer and the Authorizer ("Charter Agreement") is a critical document, the terms of which were and remain fundamental to Pearson's decision to enter into and remain a party to this Agreement. Customer hereby provides written assurances that it will not enter into any amendment to the Charter Agreement without consulting with Pearson and obtaining its written consent to any amendment terms. Failure to obtain such written consent prior to execution of any such amendment shall be considered a material breach of this Agreement. Any amendment that materially changes Pearson's ability to perform its obligations set forth in this Agreement or materially increases the cost to do so shall be grounds for termination.

Schedule 10

Collection of Funds, Pricing and Payment Terms

1. Pricing and Payment Terms:

   a. Payments. Pearson shall receive funds in accordance with the annual schedule of fees for services (the "Fee Schedule"), attached and incorporated hereto. Pearson reserves the right to increase any or all non-percentage of revenue-based fees set forth in the Fee Schedule, reflected in the School's annual or amended Budget, for each subsequent year of the Term, but in no event will such fee increase exceed 3% in any given year ("Cap"), and Pearson shall notify the Customer by June 1 of the current Academic Year of such increase. Upon issuance of the rate increase notice, the fees set forth in the Fee Schedule shall be deemed to be adjusted accordingly without the need for an updated fee schedule. Notwithstanding anything to the contrary, the Cap shall not apply to any discretionary services offered by Pearson.

   b. Invoicing.

      a. Pearson shall invoice Customer monthly, unless the Parties agree in writing otherwise. Customer shall remit payment to Pearson for these invoices within thirty (30) days of receipt. Any other payments due to Pearson by Customer for funds received for additional state or federal revenues or receipts for Students with Special Needs shall be paid within thirty (30) days of Customer's receipt of such funds. The Parties may establish alternate payment arrangements by mutual agreement. In no event shall failure by Pearson to invoice Customer, in part or in full, constitute an abrogation of Customer's obligation to make payment to Pearson as provided for in this Schedule.

      b. Pearson may charge interest at the rate of one-half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld from the Customer due to a failure by Pearson to perform under the terms of this Agreement and then only to the extent School has timely notified Pearson of such failure; or (ii) delay by the State or, to the extent applicable, any of the School's students' resident school district to disburse funds due to Customer and Customer has insufficient funds on hand to timely pay the invoice without receipt of such disbursement, in which event Customer shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as reasonably practicable after the funds are received; or (iii) Customer or Pearson disputes any charges and then only for such disputed charges. Customer or Pearson, as the case may be, shall notify the other of any dispute and the basis for any dispute within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein.

      c. In the event Pearson refunds or otherwise remits to Customer a sum greater than a refund or other payment obligation due, Customer is obligated to return any overpayment to Pearson upon receipt of notice of such overpayment.

2. School Funds. The Customer is responsible for using its portion of all funding it is entitled to receive under the Charter Agreement and not owed or reasonably to be owed to Pearson ("School Funds") to pay all of the Customer's required expenses, such as legal expenses and audit fees and insurance premiums. Further, the Customer shall exercise its discretion such that at no time shall the School fall into a deficit, but rather will at all times reflect a fund balance equal to or greater than the amount required by State law. Any costs required by the Charter Agreement not included in this Agreement shall be paid by the Customer.

3. Payment Agent. The parties may agree to have Pearson act as its payment agent for various expenditures, in which case Pearson shall act as payment agent for payment of Customer Staff compensation during the Term, in accordance with the Budget. Pearson will submit to the Customer appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. All such payment agent services provided by Pearson shall be exclusively for expenses accruing in Academic Years covered by the Term. Pearson can, at any time, request the Customer prepay the amount of the expenditure prior to issuing payment on the Customer's behalf.

4. Funding Collection. Customer shall work with Pearson to collect all state and federal funding to which the School is entitled. Pearson shall provide to the Governing Board any and all documentation required by law to demonstrate the School's compliance with respect to the use of the funds it receives.

5. Funds Character. All School funds received by the Customer, from whatever source, retain their character as school funds until such time as they are paid out to a third party, including Pearson, as payment for a service performed (or to be performed) for, or at the direction of, the Customer or for a product obtained at the direction of the Customer, at which time such monies paid to such third parties shall lose their school fund character.

6. Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Pearson will present to the Customer treasurer or its designee a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year developed under the direction of the Customer or its designee. The Budget shall be in reasonable detail and shall be based on the applicable Fee Schedule. Parties agree that Pearson will continue to perform all of its responsibilities under this Agreement and will use the then current approved Budget and the corresponding Fee Schedule as the basis for operations until the Parties agree to a new Budget. Pearson will use the staffing model in existence as of such date to release new positions that need to be filled in order to accommodate the projected growth in enrollment for the following Academic Year, which will allow the School to recruit, hire, and train new staff in time for the start of the following Academic Year.

7. State Audit Adjustments. To the extent that any adjustments as a result of a state audit are the result of Pearson's failure to adequately perform its responsibilities under this Agreement, Pearson will be required to either, at the choice of Pearson: (i) return funds to the Customer in the amount determined as a result of a State audit; or (ii) to the extent that funds are withheld from future payments to the Customer, reduce amounts invoiced to the Customer by the

amount funding is withheld. Pearson's obligation hereunder is predicated on Customer allowing Pearson the opportunity to participate in any related audit and, in the event Customer fails to allow Pearson such opportunity, Pearson will have no obligation to return funds or reduce amounts invoiced.

8. Protection Against Deficits and Service Credit.

   a. In the event that as of June 30 of each year during the Term, funds received by the School from whatever source in a given Academic Year, whether from state, local, or federal government agencies, including but not limited to Federal Title funds, grants, income, or other funding sources ("Total Revenues") are less than the School's expenditures, including payments to Pearson as well as those incurred and paid by the School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in a written budget amendment, Pearson shall issue a credit or discount to the School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars ($10,000) (or higher if so required by law) as of each June 30 during the Term of this Agreement ("Service Credit"). Any credit or discount offered under this clause will not be recoverable by Pearson in subsequent years.

   b. In order for the School to qualify for such deficit protection, both Parties must formally approve the School's annual budget and any amendments to it during the year, such budget and amendment(s) to be reduced to a writing approved by both Parties. To the extent the School engages in spending outside the approved budget, as may be amended from time to time, the gross sum of such expenditures shall not be eligible for a Service Credit unless and then only to the extent expressly agreed to in writing by Pearson. For example, if at the end of year two (2) of the Term, the School runs a deficit of three hundred thousand dollars ($300,000) that would otherwise be eligible for a Service Credit and fifty thousand dollars ($50,000) of such deficit is attributable to expenses incurred on spending not approved in the School's annual budget for that year, then only two hundred and fifty thousand dollars ($250,000) of such deficit is covered by the Service Credit. Further, to the extent the fifty thousand dollars ($50,000) in spending is carried forward to future Academic Years, such spending shall not be covered by Service Credits in such future years unless and then only to the extent expressly agreed to in writing by Pearson.

   c. Financial Reporting and Impact of GASB Standards. Effective for fiscal years beginning after adoption, and continuing thereafter, any Governmental Accounting Standards Board (GASB) pronouncements that require recognition of liabilities, expenses, or other balance sheet presentation items, such as but not limited to GASB 68 (net pension liability and related pension expense) and GASB 101 (compensated absences) shall be considered for financial reporting purposes only. Any such GASB-mandated recognition will be excluded from the calculation of net assets referenced in Section 8.a. Furthermore, any impact resulting from GASB standards or other state-mandated accruals on the school's statement of activities shall be excluded when determining charges under the Fee Schedule and when evaluating the application of Section 8.a.

9. School Financial Services. Pearson shall:

   a. Provide accounting support services to the Customer, including providing all necessary supporting reports for all Pearson's activities under this Agreement.

   b. Assist the Customer in the development of a Budget for the Customer's consideration and approval on an annual basis.

   c. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the Governing Board, its finance committee and its audit committee.

   d. Serve as an invoice payment processor for the School. All costs associated with the payment processing of invoices, however, remain the responsibility of the School and will be reimbursed at cost to Pearson. In the event Customer requests invoice processing for an invoice, and Pearson reasonably believes (i) the Customer lacks sufficient funds to reimburse Pearson within thirty (30) days of presentation, or (ii) timely reimbursing Pearson will result in the Customer not having sufficient funds to timely pay Pearson for services rendered pursuant to the terms of this Agreement, or (iii) payment of such invoice is for services that supports the Customer for an Academic Year during which Pearson is not going to be providing services under this Agreement or a renewal of this Agreement, or (iv) Customer is in arrears on its payment obligations to Pearson for any reason, then Pearson, in its sole discretion, may refuse to process such invoice or require prepayment of the reimbursement as a condition of processing the invoice.

Fee Schedule

Schedule of fees for the Educational Program under the terms of the Agreement:

Fee Type	Rate	Basis
Upfront Fee per Student	$1,030	Charged annually per each student enrolled at any time during the school year.
Upfront Fee per Student Technology (taxable)	$623	Charged annually per each student receiving technology at any time during the school year.
Monthly Fee per Student (taxable)	$126	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee per Student (exempt)	$123	Charged per each student enrolled at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee per Special Population Student	$360	Charged per each student enrolled at the end of the month who is on an IEP; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee per Staff Member (taxable)	$309	Charged per each staff member employed at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Monthly Fee per Staff Member (exempt)	$721	Charged per each staff member employed at the end of the month; measured monthly for nine months of the school year - 9/30, 10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31 (or last day of the school year)
Percent of Compensation (Benefits Fee) – Administrative Staff	As determined in annual budget	Charged as a % of compensation (wages, bonus, stipend, etc.) earned by school staff. This fee is subject to an annual adjustment not to exceed two percentage points.
Percent of Compensation (Benefits Fee) – Customer Staff	As determined in annual budget	Charge as a % of compensation (wages, bonus, stipend, etc.) earned by school staff. This fee is subject to an annual adjustment not to exceed two percentage points.
Short Term Substitute Services	As determined in annual budget	Discretionary Service: Charged on a per day basis whenever the school has elected to use Pearson to provide a substitute teacher to cover a short-term need.

Fee Type	Rate	Basis
Direct Course Instruction	As determined in annual budget	Discretionary Service: Charged on a per student per course per day basis whenever the school has elected to use Pearson to provide course instruction.

Schedule 11

Notice Information

Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Pearson:	Connections Education LLC dba Pearson Virtual Schools USA 509 S. Exeter St, Suite 202 Baltimore, MD 21202 Attn: General Manager
With a copy to:	Pearson Virtual Schools USA 509 S. Exeter St., Suite 202 Baltimore, MD 21202 Attn: Legal E-mail: Legal-PearsonOBL@pearson.com
If to the Customer:	South Carolina for Online Education, Inc. 201 Executive Center Dr #250 Columbia, SC 29210 Attn: Adam Hall (803) 924-2300 achall77@gmail.com
With a copy to:	John M. Reagle Halligan Mahoney & Williams The Tower at 1301 Gervais Street, Suite 1400 PO Box 113367 Columbia SC 29211 E-mail: jreagle@hmwlegal.com

Schedule 12
Insurance

1. Pearson Requirements. Pearson will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. The School will be included as an additional named insured under the below policies as allowed by law, or Pearson shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by Applicable Law.
   a. Workers' Compensation insurance, including Employer's Liability coverage with limits of at least $1,000,000 for each coverage provided thereunder.
   b. Commercial General Liability insurance with limits of at least $5,000,000 per occurrence and in the annual aggregate.
   c. Sexual Abuse and Molestation coverage with limits of at least $5,000,000 per each abusive conduct limit and in the aggregate.
   d. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than $1,000,000 each accident.
   e. Educator's Legal Liability insurance in an amount no less than $2,000,000 each claim and in the annual aggregate.
   f. Crime Insurance in the amount of no less than $500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Client Property, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Premises.
   g. Pearson will assist the School with procuring Directors and Officer's Insurance in the amount required by Applicable Law, but in no event less than Two Million Dollars ($2,000,000) in the aggregate.

2. Cyber Insurance. Pearson will obtain a cost for Cyber Insurance in the amount of no less than $1,000,000 per occurrence and $10,000,000 aggregate, including coverage for network security, privacy, media, breach remediation services and first-party data loss and enterprise income loss, and Cyber extortion from an insurance broker. Customer may purchase such coverage at its own cost and expense.

3. Customer Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement. To the extent permitted by applicable law and if explicitly authorized in writing by the Customer's insurer, Pearson shall be added as additional named insured on all policies of insurance obtained and maintained by and for the benefit of the School. Additionally, insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

Schedule 13
Legal Terms

1. Term. The Term of this Agreement shall be as described in Section 2 of the cover page of this Agreement.

2. Renewal Term Negotiation. If the parties have entered into negotiations to renew this Agreement, and, as of February 1, 2031, neither party has informed the other party of its intent to not renew the Agreement, this Agreement shall continue to be in full force and effect until: (1) the Parties enter into a renewal agreement; or (2) one party informs the other party of its intent to not renew the agreement. If the notice of intent to not renew occurs anytime on or after June 30 of the last Academic Year of the Term (i.e. June 30, 2031, then such notice of termination shall take effect on June 30 of the immediate upcoming Academic Year [i.e. June 30, 2031] ("Continuation Term") and Pearson's compensation shall be in accordance with the fee agreement set forth in the Agreement, including any price increase for the Continuation Term. If notice of the intent to not renew is provided by Customer between the dates of February 1 and June 30 of the final Academic Year, Pearson shall be entitled to reasonable compensation for services provided to the School in preparation for and in anticipation of the immediate upcoming Academic Year in an amount equal to the total number of Students enrolled in the School as of October 31 of the prior Academic Year multiplied by $750. For example, if the notice to not renew is provided on May 15, 2031, then Pearson's compensation for services provided to the School in anticipation of the 2031-2032 Academic Year shall be a sum equal to the number of Students enrolled on October 31, 2030 multiplied by $750. In the event that Pearson continues to provide services throughout the Continuation Term without (i) a renewal agreement being executed or (ii) a notice of non-renewal being issued by February 1 of the Continuation Term, then the terms by which the parties will conduct themselves during the continued negotiation of the renewal agreement shall be as set forth in this section, with each subsequent Academic Year Pearson provides services under the terms of the Agreement (July 1 to June 30) being termed a Continuation Term.

3. Termination. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than December 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

   a. By either party, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach;

   b. By Pearson, if, in Pearson's sole opinion, (i) the payments to which Pearson is entitled as set forth in Schedule 10 of this Agreement are materially reduced as a result of a change in funding provided to the School, or (ii) applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and

Pearson is unwilling or unable to make the required changes. Termination under this provision may only take effect on the earlier of the effective date of the change in funding provided to the School or at the end of the then current Academic Year;

c. By Pearson, if there are unresolvable differences between the Parties relating to what Pearson, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Pearson's reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Pearson provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Pearson satisfaction the circumstances giving rise to the unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

d. By Customer, if Customer determines that the Education Program set forth in this Agreement does not meet the requirements for a publicly funded virtual school, as defined by applicable laws and regulations, but only if Pearson is unable or unwilling to cure the identified deficiency within sixty (60) days after being given reasonable notice of the deficiency and the requirements to cure the deficiency. In the event Customer determines Pearson's cure efforts do not cure the deficiency, Pearson shall be provided additional reasonable time, which shall be no less than thirty (30) days, to address the areas of deficiency identified by Customer;

e. By either party, immediately, if the Charter is terminated or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation.

4. Obligations in Anticipation of Termination or Non-Renewal. Customer shall be solely responsible for providing all services in support of the School's preparation for the Academic Year following termination or non-renewal of the Agreement, regardless of when during the calendar year those services typically commence. Such services include, but are not limited to, marketing, enrollment, intent to return process, budget development, development of any charter renewal application or other public filings. For example, if the Agreement terminates or non-renews as of June 30, 2028, then any services historically provided by Pearson in preparation for an upcoming Academic Year (in this example, the 2028/2029 Academic Year), is the sole responsibility of Customer. In addition, upon notice of Customer's intent of non-renewal or termination, it will be in Pearson's sole discretion whether Customer or School Staff is included in Connections Academy school meetings, trainings and events.

5. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:

a. Pearson shall provide reasonable assistance to Customer in the Customer's transition of Pearson's responsibilities; provided, however, this provision shall not apply if the Agreement was terminated due to Customer's material breach thereof.

b. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement;

c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;

d. Pearson shall provide to Customer copies of all Student Records not otherwise in the School's possession or able to be taken into Customer's possession through self-help means available to the Customer through its access rights, within a reasonable time after receipt of such request, taking into account Pearson's competing priorities;

e. The Customer shall pay Pearson all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

6. Grant of Rights and Access.

a. License. Pearson hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The Authorized Users' right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Pearson's Intellectual Property provisions of this Agreement set forth below, as well as the Terms of Use, which may be updated from time to time (https://www.connectionseducation.com/terms-of-use/) and the School Handbook (The Terms of Use will govern in the event of any conflict between the Terms of Use and the School Handbook). Pearson may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

b. Permitted and Prohibited Uses.

i. All rights not expressly granted to the School and Authorized Users pursuant to this Agreement are reserved to Pearson, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in this Agreement are strictly prohibited.

ii. Unless otherwise authorized by Pearson in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement, the Terms of Use and the School Handbook; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

c. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Pearson policies, as well as the School Handbook, all or any of which may be updated from time to time. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The School acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Pearson will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The School shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content, Instructional Materials, Education Program, or any use of the EMS that violates the Terms of Use, of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized or inappropriate use or distribution is terminated.

d. Security and Use of Passwords. Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content and Instructional Materials (the "Log-In Information"). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. Availability and Support. Pearson strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may be for an extended period of time due to events such as but not limited to times of social disruption, cyber-security incident, or catastrophic system failures or preemptive measures taken to avoid or minimize an unauthorized data disclosure event, cyber-security incident or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Pearson and cannot be attributed to Pearson.

f. School Name. During the Term, Pearson grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the name South Carolina Bridge Connections Academy as the name for the School being operated under the terms of this Agreement. Customer agrees to adopt as requested by Pearson any aesthetic changes, such as font and color scheme, to the Connections Academy brand, including to the star person design mark or other design mark that Pearson adopts to be used in proximity to the Connections Academy brand. The Customer agrees that Pearson is permitted to place in proximity to the School's name a Pearson endorsement, including but not limited to "by Pearson." Customer agrees that even in circumstances where the licensed School name does not contain the Connections Academy brand as part of its name, the goodwill associated with the School name is directly attributable to the use of the Connections Academy Education Program and the interactions between Students, Caregivers and Learning Coaches, as well as School Staff and Pearson systems, curriculum and tools, and service providers and that changing the School name is essential to protecting Pearson goodwill and reputation in the marketplace.

g. Social Media. As part of its public relations and outreach service offering to Customer, Pearson has agreed to develop, manage and maintain a website and other social media presence, which currently consists of a Facebook page, but may expand to other social media platforms (collectively "Social Media Channels"), exclusively for the use of the School. Pearson will notify the School within three (3) business days of its receipt of proposed content for the Social Media Channels if it objects to the School's proposed content, otherwise Pearson will post such approved content within the tentative timeline communicated to the Customer. Notwithstanding anything to the contrary, Pearson may determine, in its reasonable discretion, after such three business days, that such content is not suitable for use, including without limitation, due to a potential copyright violation, Student safety concerns, untimeliness, inconsistency with the brand, or other potential negative backlash. The design, branding/name, URL, content (including quoted material from School teachers and families obtained by Pearson) are for use on the website and Social Media Channels, including related metadata, and are developed and maintained by Pearson as its exclusive intellectual property. School is hereby granted a beneficial license to the website and Social Media Channels during the term of this Agreement, and any extension thereto. Customer is prohibited from creating branded Social Media Channels without the express written consent of Pearson, which consent can be freely withheld. Updates to the website or Social Media Channels, except updates required by law, shall no longer be made as of February 20 of the last year of the Term and Social Media Channels will be deactivated as of April 30 of the last year of the Term. Further, except for graduation support, no School specific public relations services will be provided after April 30 of the last year of the Term. Under no circumstances is Customer or any third-party service provider of Customer permitted to copy or otherwise use any content, including metadata, from Pearson's developed and maintained website and Social Media Channels. All search history, metadata, and similar attributes of use of the website and Social Media Page Channels inure to the exclusive benefit of Pearson.

7. Trademarks.

   a. Pearson and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Pearson trademarks can be found at:

      https://www.connectionsacademy.com/content/dam/pvs/ca/portals/75/documents/trademarks/common-law-trademarks.pdf (collectively, the "Licensed Marks"). Pearson grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Pearson. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Pearson, the most up-to-date version of which can be found at: https://www.connectionseducation.com/trademark-guidelines/. Pearson retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Pearson.

   b. Upon termination of this Agreement, the School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The School agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

8. Intellectual Property.

   a. Limitations on Use. The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Pearson trademarks and copyrighted works, and the trade name "South Carolina Bridge Connections Academy" are the Intellectual Property of Pearson. The School's right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

   b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Pearson to the School, School Staff, Students, Caretakers, or Learning Coaches.

   c. No Use of School Funds to Develop or Procure. No School funds shall be used by Pearson to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any School funds paid to Pearson for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds, but shall be compensation for services rendered by Pearson. Any use of such compensation by Pearson shall be its proprietary information, subject to trade secret protection, and not subject to disclosure.

9. Confidentiality.

   a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.

   b. Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

   c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders, and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.

   d. Directory Information. To the extent permitted by law, Pearson is authorized by Customer without submitting a formal public records request, to collect Directory Information from School for purposes of supporting Pearson's advocacy efforts on School's behalf and for communicating with families about other educational opportunities available through Pearson or its affiliated businesses.

   e. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all

Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.

f. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or other trade secret information to which a party gains access (either authorized or unauthorized) and that a party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10. Indemnification.

a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together "Indemnified Party") against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party ("Claim") to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party's defense against any third-party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party's expense.

11. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Customer has provided and will provide Pearson with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.

12. Sales Tax, Gross Receipts Tax or Other Business Tax (collectively "Business Tax"). The School shall provide Pearson with support that it is tax exempt. The School shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Pearson hereunder, regardless of whether such law assigns responsibility for payment of the tax to Pearson.

13. Limitation of Liabilities. In no event will either Party, or such Party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other Party or such Party's Affiliates, directors, officers, employees, or agents.

14. Governing Law. This Agreement shall be governed and controlled by the laws of the State in which the School is located. Any legal actions prosecuted or instituted by any party under this

Agreement shall be brought in a court of competent jurisdiction located in that State, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

15. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or Customer's payment of sums owed to Pearson under this Agreement.

    a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the Senior Vice President of Partnerships and Customer Success for Pearson and Customer's designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Pearson and the School as the Parties mutually deem appropriate.

    b. Mediation. In the event the parties are unable to fully resolve a dispute through negotiation, whether or not the dispute arises to an alleged breach of this Agreement, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit within 30 days the matter to a third party designated by the Charter Institute at Erskine, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision.

    c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this Section 13 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

16. Attendance at Meetings. The parties agree that during the Term, Pearson is hereby invited (through a Pearson-designated individual or individuals) to attend all Governing Board closed session meetings except to the extent such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Pearson being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Pearson being present during discussions regarding such other matter with respect to which Pearson has an actual conflict of interest as reasonably determined by the Governing Board in the sole good faith discretion of the Governing Board's chair, including but not limited to matters involving services provided by Pearson hereunder.

17. Non-Discrimination. Neither Pearson nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.

18. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement; provided, however, that if such invalidity or unenforceability, in Pearson's sole discretion, materially affects Pearson's ability to provide the Education Program, Pearson may terminate this Agreement.

19. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Pearson or its managing member or an assignment from or to a wholly owned subsidiary of Pearson, notice of which shall be provided by Pearson to Customer, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.

20. Complete Agreement; Modification and Waiver. This Agreement, including all schedules, exhibits and addenda attached thereto, constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties, provided, however, the parties may execute written amended (including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a modification of fee for services or other remuneration to either party, the SVP, Business Development and Customer Success is authorized by Pearson to execute schedule amendments. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

21. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall exist, or, if such performance has been rendered impossible by such circumstance, then the performance of such obligation shall be cancelled.

22. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

23. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

24. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3) (only applicable where a school has applied for 501(c)(3) designation).

25. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.

26. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all the specific requirements of the Charter, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.

27. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

28. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

29. Authority to Enter into Agreement. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

31. Survival. The rights and responsibilities the parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement.

32. Status and Relationship of the Parties. Pearson is a limited liability company organized under the laws of the State of Delaware and is not a division or a part of the Customer. The Customer

is the governing board of a State public charter school authorized by State law and is not a division or part of Pearson. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Pearson shall be deemed to be an agent or employee of the Customer. Pearson shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Pearson and the Customer. The Parties acknowledge that Pearson has the right to provide the Education Program to others within and outside of the State.

Schedule 14

Index of Defined Terms

"Academic Year" shall mean the school year as defined by the School Calendar under which the School operates.

"Administrative Staff" means any and all individuals employed by or otherwise providing administrative services for or on behalf of the Education Program operated by the School, including but not limited to Lead School Administrator, Principal, Assistant Principals and Special Education leader whose primary job responsibilities involve day to day operations of the School, including oversight of the Teachers.

"Affiliates" means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliate shall also include Pearson plc and its Affiliates. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

"Applicable Law" and "applicable law" is defined herein as the Constitution of the State, the State education laws and/or code, the federal Every Student Succeeds Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to virtual public charter schools in the State.

"Authorizer" is the agency or other governmental entity authorized by law in the state to permit the Customer to operate a school in accordance with the Charter and Applicable Law.

"Authorized Users" shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School Board members who are authorized to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

"Budget" shall mean the operating budget for the School, as approved by the Governing Board.

"Caretaker" shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student's Caretaker.

"Charter" shall mean the authorization to operate a charter school granted to the School by the Authorizer.

"Charter School Law" shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of South Carolina.

"Community Coordinators" shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

"Computer Technology" shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

"Confidential Information" shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

"Content" means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

"Course(s)" shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

"Curriculum" means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provided additions and/or modifications, shall meet the educational content or other standards established by the State in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

"Derivative Works" include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

"Destroyed" means at minimum removing personally identifiable information from the Student Record stored on Pearson's production systems.

"EMS" means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL www.classroom.pearson.com, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at https://www.connectionseducation.com/terms-of-use/ and defined herein.

"Enrollment Leads" shall mean the Caretaker names, contact information, demographic and other information developed and collected through any and all Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement.

"FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

"Governing Board" shall mean the governing board of the School.

"Intellectual Property" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the School.

"Learning Coach" shall mean a Caretaker of the Student or another adult specifically designated by the Student's Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook. Learning Coaches are not employees or contractors of either the School or Pearson; shall not receive any compensation for their services from either Pearson or the Governing Board; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of "Instructional Aides".

"Licensed Collateral" shall mean The EMS and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson trademarks, and the trade name "South Carolina Bridge Connections Academy."

"Marketplace" shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

"Public Information Campaigns" or "PIC" shall mean such activities as outreach efforts by Pearson to drive awareness and interest of the School to attract eligible students through various channels.

Outreach efforts, strategies and tactics may shift throughout the PIC depending on demand, changing consumer behaviors, and testing and optimization of campaigns.

“Privacy Policy” means that certain statement of Pearson’s practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any web site maintained by Pearson from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined herein.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under South Carolina law. The School Calendar for each Academic Year is subject to the prior approval of the Governing Board, taking into account all reasonable comments and suggestion by Pearson, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Handbook” shall mean the set of policies, rules, and guidelines promulgated by Pearson that are to be followed by Students and their Caretakers.

“School Staff” shall refer collectively to Lead School Administrator, Administrative Staff and Teachers.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the EMS or otherwise.

“Services” means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Pearson.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Pearson is required to retain in accordance with state law.

"Teacher" means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

"Terms of Use" means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at https://www.connectionseducation.com/terms-of-use/

"Website" means the Pearson website with the URL http://www.connectionsacademy.com/home.aspx and any subpages connected thereto.