

SOFTWARE AS A SERVICE EVALUATION AGREEMENT

This Software as a Service Evaluation Agreement (this “*Agreement*”), effective as of February 10th, 2026 (the “*Effective Date*”), is between Village Creed Corporation, a Delaware public benefit corporation with offices located at 166 Gay Street, Suite 12, Auburn, Alabama 36830 (“*Provider*”), and The Cochise County Superintendent’s Office with office located at 4001 E. Foothills Drive, Sierra Vista, Arizona 85635 (“*Customer*”). Provider and Customer may be referred to herein collectively as the “*Parties*” or individually as a “*Party*.”

WHEREAS, Customer desires to access the Services (as defined below) solely for Customer’s internal evaluation purposes in five locations set forth on Exhibit A (the “*Locations*”) during the Evaluation Period (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Access and Use.**

(a) **Provision of Access.** Subject to the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right during the time period set forth in Exhibit A (the “*Evaluation Period*”) to: (i) access and use the software-as-a-service offering described in Exhibit A (the “*Services*”) solely for Customer’s internal evaluation purposes and use the Services and/or Documentation as set forth in Exhibit A for the Locations; and (ii) use the Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form (the “*Documentation*”) solely for Customer’s internal evaluation purposes in connection with Customer’s use of the Services for the Locations. Customer will not use the Services and Documentation for any purpose other than evaluating and testing such Services internally in connection with assessing whether Customer desires to enter into a commercial SaaS agreement with Provider for access to and use of the Services for any reason or outside of the Locations. This Agreement does not provide a commercial access grant, and Customer’s access to and use of the Services after the Evaluation Period is subject to the Parties entering into and executing a separate SaaS agreement. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services during the Evaluation Period.

(b) **Use Restrictions.** Customer shall not use the Services or Documentation for any purposes beyond the scope of the access granted in this Agreement. Except as otherwise set forth in this Agreement, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the

Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (vi) use the Services or Documentation outside of the Locations.

(c) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Services, the Documentation, or any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing (“**Provider IP**”).

2. **Customer Responsibilities.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

3. **Support.** Provider has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Services or Documentation to Customer.

4. **Evaluation Fee.** The Parties agree that no fees will be payable under this Agreement in exchange for the access granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

5. **Confidential Information.** From time to time during the Evaluation Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (A) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (B) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in

writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; *provided, however*, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. **Intellectual Property Ownership; Feedback.**

(a) **Provider IP.** Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to, other than Aggregated Statistics, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services ("**Customer Data**"). Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer.

Within thirty (30) days after expiration or termination, Provider shall return all Customer Data in usable format and securely delete all copies except where legally required. Provider shall certify deletion upon request.

(c) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on anonymized Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law. Provider warrants and agrees that (i) Aggregated Statistics derived through this Agreement from Customer Data must be de-identified under HIPAA Safe Harbor; and, (ii) no re-identification of any data and information acquired through this Agreement from Customer Data is authorized or permitted; and, (iii) publication of Aggregated Statistics is only proper and permitted when published in groups that are sufficiently large to ensure that no individual, household, school, or other small cohort can be reasonably identified, whether directly or indirectly at large-N aggregation and the aggregation is designed to prevent re-identification when combined with publicly available data or other information reasonably accessible to the Provider; and, (iv) Provider must describe categories of what

types of aggregated, de-identified statistics they generate from Customer Data upon request.

(d) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to Provider on Customer’s behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

7. **Data Privacy and Security.** Provider shall maintain industry-standard administrative, technical, and physical safeguards; encrypt data; restrict access and comply with all applicable privacy laws. Provider shall notify Customer of any breach within 72 hours and cooperate with investigation and notice requirements.

8. **Disclaimer of Warranties.** THE PROVIDER IP IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE; EXCEPT THAT PROVIDER WARRANTS AUTHORITY TO ENTER THIS CONTRACT, THAT ITS PRODUCTS AND SERVICES WILL CONTAIN NO MALICIOUS CODE, AND THAT IT IS ABLE TO PROVIDE THE PROFESSIONAL SERVICES CONTRACTED FOR IN THIS AGREEMENT IN COMPLIANCE WITH ARIZONA LAW AND ALL APPLICABLE LAW AND REGULATIONS.

9. **Indemnification.** Customer shall indemnify, hold harmless, and, at Provider’s option, defend Provider from and against any losses, damages, liabilities, or costs (including reasonable attorneys’ fees) resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights. In the event Provider seeks indemnification or defense from Customer under this provision, Provider shall promptly notify Customer in writing of the claim(s) brought against Provider for which Provider seeks indemnification or defense. Provider reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel

of Provider's choice. Customer may not enter into any third-party agreement which would, in any manner whatsoever, affect Provider's rights, constitute an admission of fault by Provider, or bind Provider in any manner, without Provider's prior written consent.

10. **Insurance.** Provider shall maintain CGL and Cyber/E&O coverage of at least \$1M and name the Cochise County Superintendent's Office as an additional insured and shall provide a certificate of insurance and ACORD document demonstrating such coverage.

11. **Limitation of Liability.** IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$1,000; EXCEPT THAT PROVIDER INDEMNIFIES CUSTOMER FOR ANY BREACH OF DATA SECURITY OR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA IN THE POSSESSION OF PROVIDER OR IN TRANSIT TO PROVIDER ARISING FROM THIS AGREEMENT. THIS INDEMNITY IS A CARVE-OUT FROM THE LIMITATION OF LIABILITY IN THIS SECTION. THE LIABILITY CAP DOES NOT APPLY TO INDEMNIFICATION FOR CLAIMS ARISING FROM PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY BREACH OF DATA SECURITY OR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA IN THE POSSESSION OF PROVIDER OR IN TRANSIT TO PROVIDER ARISING FROM THIS AGREEMENT.

12. **Term and Termination.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the Evaluation Period. Either Party may terminate this Agreement at any time, without cause. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. This Section 10 and Sections 5, 6, 7, 8, 9, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. **Miscellaneous.**

(a) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to

the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each respective Party from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(b) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(d) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the County of Cochise, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(e) **Assignment.** Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment, transfer, or delegation in violation of this Section is null and void.

(f) **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 1(b), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or

threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(h) **Entire Agreement.** This Agreement, together with Exhibit A, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(i) **Public Records.** Nothing in this Agreement restricts Customer's obligations under Arizona public-records laws.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER:

VILLAGE CREED CORPORATION d/b/a
PATHS, a Delaware public benefit
corporation

By: _____
Name: _____
Title: _____

CUSTOMER:

COCHISE COUNTY

By: _____
Name: Frank Antenori
Title: Chairman

EXHIBIT A

SERVICES AND EVALUATION PERIOD

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. **Description of Services:**

(a) **Path Setup and Configuration**—Configuration and white-label setup of four unique Paths (Student English, Student Spanish, Parent English, Parent Spanish) within the PATHS platform.

(b) **Content Creation and Curation**—PATHS will support the Cochise County Superintendent Office in structuring and organizing opioid prevention content. NFLAH will contribute video and promotional materials to be used in the campaign. If NFLAH is not available as sponsor, an alternate organization may be substituted with mutual written consent.

(c) **Engagement Monitoring**—PATHS will provide basic analytics and engagement tools to track user completion, session time, and feedback for reporting and future scaling.

(d) **Data Storage**—Campaign-related data will be stored in a secure AWS environment aligned with HIPAA standards.

(e) **Customer Support**—Email-based support and access to documentation and platform training will be provided to campaign volunteers and administrators.

2. **Evaluation Period:** Commencing on the Effective Date and ending 90 days after the Effective Date.

3. **Locations:** [_____].