Quote ID
Q-499215

Valid Until
Wednesday, March 4, 2026

Contact Name
Chris Cummings

TargetSolutions Learning, LLC Order Form
Schedule A

Date: Monday, February 2, 2026

Client Information

Client Name: Knox County Schools Security (TN)	
Address: Accounts Payable PO Box 2188 Knoxville, TN 37901	
Primary Contact Name: Martin Timms	**Primary Contact Phone:** 8652031166

Agreement Term

Effective Date: 03/01/2026	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Beth Brooks		
Billing Address: Accounts Payable PO Box 2188 Knoxville, Tennessee 37901	**Billing Phone:** 865-594-3624 **Billing Email:** beth.brooks@knoxschools.org	
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking -- Employee Performance Management Software	151	$60.72	$9,168.72
VGS-GTMAINT	Guardian Tracking - Annual Maintenance	Guardian Tracking - Annual Maintenance Fee	1	$350.00	$350.00

Annual Total: $9,518.72

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
VGS-GTIMP2	Guardian Tracking Implementation & Training: 76-150	Guardian Tracking - Implementation Fee for 76-150 users (One-time fee includes: database creation, admin and user training)	1	$1,000.00	$1,000.00

One-Time Total: $1,000.00

Total (including Annual and One-Time): $10,518.72

This is not an invoice.

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at https://www.vectorsolutions.com/master-software-as-a-service-agreement/ (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.

2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

By: _____

Printed Name: Paige Kransberg

Title: Director of Sales

Date: _____

Knox County Schools Security (TN)
Accounts Payable
PO Box 2188
Knoxville, TN 37901

By: _____

Printed Name:

Title:

Date: _____

This Vector Solutions Master Software as a Service Agreement (the "Agreement") is between the Vector Solutions entity identified in the initial Order Form (as defined below) ("We", "Us" or "Our") and the Vector Solutions customer identified in the initial Order Form ("You" or "Your") (each a "Party" and collectively the "Parties"). The Agreement is effective as of the date set forth in the initial Order Form (the "Effective Date") and governs Your license, purchase and ongoing use of the Services (as defined below). Order Form shall mean any document (including any "Schedule A") setting forth, among other things, the Services that You are licensing or purchasing from Us and the pricing therefor.

1. SERVICES.

1.1. Access and Use. We grant You a non-exclusive, non-transferable, non-sublicensable, revocable authorization to remotely access and use the software as a service offering and other services identified in any effective Order Form (the "Services") and, unless prohibited by law, we will provide access to any persons You designate for use as described in these terms and conditions (such persons, Named Users (as defined below)). For clarification and unless otherwise provided in an Order Form, we authorize access and use on a "one user per one authorization basis" and once granted, you are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection. We also grant you the limited right to use any reports and information provided by Us to You subject to the restrictions of Section 9 (Confidentiality) herein.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage, including via e-mail, or a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or **https://support.vectorsolutions.com/s/contactsupport**. Tier 1 Support Services and other ancillary services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, "Change") any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more Order Forms. Each Order Form, including the initial Order Form, incorporates and shall incorporate this Agreement by reference.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Named Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, students and agents You authorize to access and use the Services You are licensing during the term set forth in the applicable Order Form. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities. If you are a higher education institution, in no event will your Named Users exceed the number of students enrolled at Your institution as of the Effective Date.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

2.4. Audit of Service Usage. We will have the right, upon reasonable prior notice to You, at a mutually agreeable time, and no more than once in a twelve-month period to either audit or have an independent audit firm selected by Us audit You and/or Your platforms where our Software is installed or Services are used, and all backup files related to the Services to verify compliance with this Agreement. Such audit will be conducted at Our expense. In the event that an audit reveals that You have failed to pay the fees consistent with the number of Named Users/Use of the Services, you will remit to Us, the applicable fees for the overuse, based on the then-current per-unit rate on the applicable Order Form or invoice and reimburse Us for all reasonable fees and costs incurred in connection with such audit.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in the applicable Order Form. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars, Canadian Dollars or as specified in the applicable Order Form. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in the applicable Order Form.

3.3. Suspension of Service. If You do not make an undisputed payment on time, we may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due and owing for the Term. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, you shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to the Services, including our LMS, other software, technology (including development tools made available to You) and the course content, test results, survey data, website and any other services We provide, including all documentation

associated with the foregoing. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. We reserve all rights not expressly granted by Us to You hereunder.

4.2. You shall own all rights, title, and interest in and to Your added software, your content, your email addresses and personal information of Your Named Users You entered into the database, or any of Your customers or users. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or other personally-identifiable information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.3. You recognize that We regard the software We have developed to deliver the Services and the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services. Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity to access Services without authorization under this Agreement for such access. These obligations apply to You regardless of the means through which the Services are delivered to You (i.e., electronically (software as a service), by download or by email of a PDF).

4.4. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, and logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or

logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, you may withdraw Your consent at any time by notifying Us at **logousage@vectorsolutions.com**.

4.5. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, we have a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services provided to You, and nothing herein shall be construed as prohibiting Us from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, your license to the Services shall automatically terminate, you shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding the foregoing, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and (i) that breach is incapable of cure, or (ii) with respect to a material breach capable of cure, the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. The non-breaching Party's notice shall describe the breach in sufficient detail for the Defaulting Party to identify the breach and, if curable, fashion a cure. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy. If We terminate this Agreement due to Your material breach (including a failure to pay any amounts due under any Order Form), then, in addition to any other remedies We have relating to such breach, we have the right to accelerate and demand payment in full of all amounts owed for the remainder of the term of the Order Form(s).

5.3. Termination for Non-Appropriation. Public entities or institutions whose operating budgets are legislatively approved annually may terminate an automatic renewal or subsequent years of a multi-year term if funding for continuing the Services is not approved provided that You deliver written notice to Us of such non-appropriation within thirty (30) days following approval of the operating budget.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been

given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION. YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.
WE MAKE NO PROMISE THAT USE OF THE SERVICES WILL PREVENT SEXUAL ASSAULT, ALCOHOL OR OTHER DRUG ABUSE, SEXUAL HARASSMENT, STALKING, DATING/DOMESTIC VIOLENCE, BULLYING, OR HAZING FROM OCCURRING, OR THAT THE SERVICES WILL NOT OFFEND SOME WHO USE IT. WE WILL NOT BE RESPONSIBLE FOR ANY COSTS, LEGAL FEES, OR DAMAGES RESULTING FROM ANY CLAIM MADE AGAINST YOU BY ANYONE WHO USES THE SERVICES.

IF YOU UPLOAD ANY PERSONALLY-IDENTIFIABLE INFORMATION TO THE PLATFORM OR THE SERVICES THAT IS NOT NECESSARY FOR US TO DELIVER THE SERVICES, THEN WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES RESULTING FROM CLAIMS RELATING TO THE UPLOADING OR UNAUTHORIZED DISCLOSURE OF SUCH INFORMATION UNDER ANY CIRCUMSTANCES.

6.3. Disclaimer of Third-Party Content. If You upload or incorporate third-party content, which includes Your content, to our platform or Services, the third-party content providers, or You in the case of Your content, are responsible for ensuring such content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4. Sensitive PII. Sensitive PII and PHI are defined as follows:

(i) Social Security number;

(ii) Driver's license number, state or country identification card number, passport number, military identification number, or any other unique identification number issued on a government document commonly used to verify the identity of a specific individual;

(iii) Financial account number or credit/debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;

(iv) Health information (as defined in 45 CFR § 160.103 of the HIPAA Privacy Rule);

(v) A username or email address, in combination with a password or security question and answer that would permit access to an online account.

(Collectively, "Sensitive PII").

Sensitive PII is not necessary for the effective operation of Our Services, and Our systems are not intended for the storage or processing of Sensitive PII. If You upload Sensitive PII to Our systems or Services without Our prior written consent, we shall not be responsible or liable for any unauthorized disclosure of Your Sensitive PII.

6.5. None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY.

7.1. **EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide infringes or violates any intellectual property right of any person. Section 8.1 shall not apply to the extent the underlying allegation of a claim arises from: (i) modifications to Our platform or Services not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such modification; (ii) combination of Our platform or Services with other products, applications, or processes not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such combination; or (iii) any breach of this Agreement by You, Your affiliates or any Named Users.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or

resulting from any third-party claim that any document, courses, intellectual property or personally-identifiable information You provide, incorporate into or upload to our platform or the Services infringes or violates any intellectual property right or privacy right of any person. In the event You are prohibited by law from indemnifying Us, you shall not upload any third-party content to our platform.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Agreement, any Order Form(s), the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other Party to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed.

The above confidentiality provisions shall apply only to the extent permissible under applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. You may not assign or transfer any or all of its rights without Our prior written consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets; provided

however that (i) You shall not assign this Agreement to any of our competitors, (ii) You provide Us with prior written notice of the assignment, including the identity of the assignee, and (iii) the assignee agrees in writing to be bound by all of the terms and conditions set forth herein and in Your then currently-effective Order Form(s).

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Florida, except where (i) You are a public entity or institution in which case the applicable state, or provincial law where You are located shall govern, in either case without regard to the state's or local laws conflicts of law's provisions, or (ii) YOU ARE LOCATED IN A U.S. DOMESTIC DEPENDENT NATION OR JURISDICTION OUTSIDE OF THE UNITED STATES IN WHICH CASE YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE YOUR SOVEREIGN IMMUNITY FOR ANY CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND YOU CONSENT TO ANY VIOLATION OF INTELLECTUAL PROPERTY CLAIMS BEING BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICITON. Your waiver of sovereign immunity and consent to claims being brought in a U.S. federal or state court are essential elements of this Agreement. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. Amendment or Modification. We may amend or modify these Terms and Conditions at any time. If we modify or amend these Terms and Conditions, the changes will become effective upon any renewal of an Order Form.

10.6. No Waiver. No waiver of this Agreement shall be effective unless in writing and signed by the Parties.

10.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.8. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.10. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any renewal term of this Agreement – it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by You and purporting to govern Your use of the Services will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions.

10.11. Invoice. We will issue to You an invoice upon execution of each Order Form. Any invoicing requirements specific to You must be notified to Us in writing prior to the execution of the Order Form. Any costs associated with Your invoicing requirements shall be borne by You.

10.12. Representations or Warranties: in the event We breach any representation or warranty that You have presented to Us and is not set forth in the Agreement, or is included in an attachment, exhibit, form, or schedule that You have provided, to the maximum extent permitted by applicable law, Your sole remedy will be to terminate the Agreement for cause in accordance with Agreement within thirty (30) days following the date you discover or should have discovered the breach.

10.13. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data consistent with **www.vectorsolutions.com/dpa** (the "**Vector DPA**"). To the extent any term of any data processing or similar agreement You

present to Us and we agree to conflict with any term of the Vector DPA, the applicable term(s) of the Vector DPA will supersede and prevail.

10.14. Data Breach Costs. In the event of a breach of data under Our care, custody and control caused solely and directly by Our negligence, we shall control and bear the costs of (a) complying with Our legal obligations relating to such breach, (b) providing notice to affected individuals, and (c) providing notice to government agencies, credit bureaus, and/or other entities to the extent required by applicable law.

10.15. Content Requests or Subpoenas. if (i) You receive a request from a third party for Our content or this Agreement or if You are requesting Us to produce any of Our content of this Agreement in a circumstance where Our content of this Agreement may be shared with a third party, including in connection with litigation (or possible litigation), a public records request, an audit, or an investigation or (ii) We are compelled to produce Our content or this Agreement in connection with a legal process pursuant to which you are a named or an interested party, then you agree to pay our external fees and costs (including reasonable attorneys' fees) incurred in connection with such production. In connection with any content production request per clause (i) above, you are required to notify us of the request in writing by sending an email to customercontentrequest@vectorsolutions.com. Nothing herein creates any obligation for Us to provide Our content or this Agreement to a third party and, in all circumstances, our content and this Agreement must continue to be protected as otherwise provided in this Agreement.

10.16. Termination – Payment of Our Costs. If the Agreement is terminated for any reason or no reason and any Order Form requires that We perform Development Services (as defined below), You will pay Us for all of our Development Services costs incurred through the Agreement termination date in addition to all other amounts You owe to us in connection with such termination. For purposes of this Agreement Development Services shall mean any content, hardware or software creation, development, configuration, implementation or similar services. Development Services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

10.17. Special Terms and Conditions; Service-Specific Terms and Conditions. See **https://www.vectorsolutions.com/additional-terms-and-conditions/** for special terms and conditions and the service-specific terms and conditions incorporated by reference into this Agreement.

10.18. Entire Agreement. This Agreement and each Order Form represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, invoice, or Order Form related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any purchase orders, invoices, online procurement

terms, agreements or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the Effective Date.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of February, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/28/2026