

# ACHADEMIX LICENSE & SERVICES AGREEMENT

## July 1, 2025 - June 30, 2026

**1. Scope of Services and Term.** Included with client's Achademix license, CodeLevel Services will provide support and maintenance services as set forth on Exhibit A attached hereto. This service is applicable for as long as client's subscription (license) is paid in full each year. Licenses may be prorated for fiscal year budgeting. CodeLevel Services reserves the right to terminate or suspend support in the event client is in default under this or any other Agreement with CodeLevel Services.

**2. Prices and Payment.** (a) Prices for Licensing & Support Services will be as set forth on Exhibit B attached hereto. (b) All invoices shall be due and payable 100% within thirty (30) days of the invoice date. (c) Hours of Coverage and charges for services are subject to change by CodeLevel Services at the commencement of each Renewal Term, or upon thirty (30) days prior written notice.

**3. Title.** Title, copyright and all other proprietary rights in any software or software fixes or patches supplied under this Agreement shall remain vested in CodeLevel Services or, where applicable, the third party manufacturer(s)/licensor(s) of the software, software fixes or patches. Client use of any software, software fix or patch supplied under this Agreement shall be governed by the terms of the Software License supplied with the License.

**4. Termination and Survival.** If CodeLevel Services is no longer able to effectively support the Product due to going out of business or losing access to key personnel, or Client decides not to renew their license, the Product will remain available to the Client on a limited use basis. As such, (a) no further support of the system will be available, and (b) all user access will be removed except one user per campus, and (c) all system generated notifications will inactivate. Upon termination initiated by Client, which must be initiated in writing in no less than (30) days from the license renewal date, it may be required that the Product be moved to another hosted server, which CodeLevel Services will implement. This will cause for minor reconfigurations to be performed at the Client's site.

If the above termination is caused by CodeLevel Services' going out of business, it may be required that the Product be moved to a server located and managed by the Client. CodeLevel Services will implement this server change with the Client's assistance.

**5. Warranty.** (a) CodeLevel Services represents and warrants to you that the Services shall be performed with promptness and diligence, and in a first-class, workmanlike manner. (b) EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO ANY PARTS OR SERVICES FURNISHED HEREUNDER. CODELEVEL SERVICES DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (c) Support and services provided under this Agreement does not assure uninterrupted operation of the Application.

**6. Limitation of Liability.** EXCEPT AS PROVIDED HEREIN, CODELEVEL SERVICES' MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE ACTS OR OMISSIONS OF CODELEVEL SERVICES, SUBJECT TO A MAXIMUM LIABILITY OF THE ANNUAL AMOUNT PAID FOR THE SERVICE WHICH DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL CODELEVEL SERVICES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF CODELEVEL SERVICES HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

**7. General.** (a) Client may not assign or transfer any part or all of this Agreement or any of Client rights or obligations hereunder without the prior written consent of CodeLevel Services. (b) Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it in the future. (c) This Agreement will be governed by the laws of the State of Oklahoma. (d) In no event will CodeLevel Services be liable for its failure to perform hereunder due to contingencies beyond its reasonable control. (e) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

THIS AGREEMENT, TOGETHER WITH EXHIBITS A, B AND C, AND ANY MAINTENANCE SERVICES ORDERS EXPRESSLY MADE A PART HEREOF AND SIGNED BY BOTH PARTIES, IS THE EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL COMMUNICATIONS, PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN RELATING TO THIS SUBJECT MATTER.

**CodeLevel Services, LLC**



Authorized Representative

2/3/2025

Date

**MidAmerica Technology Center (Client)**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

# Exhibit A

## CODELEVEL SERVICES MAINTENANCE AND SUPPORT PROVISIONS AND SERVICES

### **A. SERVICE PACKAGES**

#### Standard Service Package:

Hours of Coverage: CodeLevel Services provides Standard Service from 8:00 am to 5:00 pm, Central Standard Time, Monday to Friday, excluding federal holidays.

### **B. PROCEDURES APPLICABLE TO ALL SERVICES**

CodeLevel Services will provide to Client the following upgrades, maintenance and support services:

1. **Updates and Enhancements.** CodeLevel Services will make all program logic changes to the Products it determines in the best interest of Client and End Users, and any related amendments to the Documentation to correct known defects in the Products (an "Update") and to improve features and functionality of the Products (the "Enhancements") available to the Client at the same time that it makes such Updates and Enhancements available to CodeLevel Services' Clients and End Users. CodeLevel Services will also offer to Client any new release ("New Releases") of the Products that CodeLevel Services designates as a new product to Client.

2. **Support Services.** CodeLevel Services will have no obligation to provide training and support services for any software or hardware not sold by CodeLevel Services to Client. CodeLevel Services' Support Services will be provided by telephonic, email or online means during the times detailed in Exhibit A to answer questions about the functionality of the Products and for providing resolution of all problems that may occur. All Client users of the Product are able to contact CodeLevel Services at any time to acquire support services. This contact can be through any method mentioned above. These support numbers and email addresses will be accessible to the Client so long as the Client's license is in effect.

3. **Problem Resolution, Service Levels and Response Actions.** Any error or problem that arises during the use or operation of the software or service should be immediately reported to CodeLevel Services. Our support help desk will take action on reported issues when we receive notification by telephone or e-mail of an issue which needs resolution. Should the following types of problems arise, upon communication of the issue to CodeLevel Services, our support representatives will be expected to resolve the problem on the indicated timetable as follows:

Level	Problem	Acknowledge		Response
		Email	Phone	
Level One	<u>Routine Questions or Minimal Impact Problems</u> that do not affect product operations, questions regarding the use of the product, or clarification of product features. (e.g. an infrequently used function occasionally gives misleading results; or a problem has occurred once but has not yet reoccurred and cannot be reproduced; or a problem occurs once but can be circumvented without undue difficulty.) Severity 1 Issues include: How-to questions, help with functionality.	24 hours	48 hours	Resolution by earlier of next thirty (30) business days after receipt of request or error report; or in next release of product or patch
Level Two	<u>Limited Non-Critical Problems</u> that occur with the product but the majority of functions are still usable: e.g. the production system is occasionally impacted (less than once a week); or a problem occurs when a specific function is invoked.	24 hours	48 hours	Resolution by earlier of next fifteen (15) business days after receipt of request or error report; or in next release of product or patch
Level Three	<u>Limited Critical Problems</u> that restrict functionality: e.g. the product operates but is severely restricted; the production system is regularly disrupted (i.e., more than 2 times a week).	2 hours	8 hours	Resolution within twenty four (24) hours of receipt of request or error report
Level Four	<u>Critical Problems</u> that require immediate attention and circumvention is not available: e.g. The system is down and cannot be brought up; or a problem seriously impacts business.	30 minutes	30 minutes	Resolution within two hours of receipt of request or error report
* All times are reflected in Exhibit A. For service requested outside of specified hours, requests will be initiated on the next business day.				

# Exhibit B

## CODELEVEL SERVICES PRICE SCHEDULE

### FY 2026 Fees

Annual Subscription, including Student/Parent Portal	\$	15,500.00
USAePay Payment Gateway (CC & ACH transaction processing)	\$	360.00
Annual Achademix Conference	\$	1,500.00
Remaining Training & Implementation Services	\$	5,750.00
Travel Fees (will not exceed)	\$	1,600.00
<b>Total</b>	<b>\$</b>	<b>24,710.00</b>

### Annual Recurring beginning July 1, 2026 (FY27)

Annual Subscription, including Student/Parent Portal	\$	15,500.00
USAePay Payment Gateway (CC & ACH transaction processing)	\$	360.00
Annual Achademix Conference	\$	1,500.00
<b>Total</b>	<b>\$</b>	<b>17,360.00</b>