

StuderEducation

July 9, 2026

Tyler Bridges, Superintendent
Stillwater Public Schools
314 S. Lewis Street, Stillwater, OK 74074

Dear Superintendent Bridges:

Thank you for extending Studer Education the opportunity to engage with you and the Stillwater Public Schools to advance organizational excellence and continuous improvement.

We know Stillwater Public Schools, also referred to as “the District” in this document, will find tremendous growth and success in our partnership.

Through this agreement, Studer Education will provide the following services:

Custom Approach Package: Year 1

Service	Number	Purpose
On-site Strategy and Focus Site Sessions	Up to 8 full days (up to 6 hours in 1 calendar day)	To provide Strategic Planning, Portrait of a Graduate development, Leadership Development, Coaching
Virtual Leadership Strategy & Working Sessions	Up to 6, ½-Days (Up to 4 Hours/Day)	To provide virtual strategic planning support and facilitation to your organization.
Survey and Rollout Package	Up to 2 surveys	To validate components of the draft strategic plan and to access feedback from employees
Monthly Virtual Leadership Coaching	Up to 12, 1-hour sessions	To provide virtual coaching through the strategic planning process in your organization
9 Pillars of Leadership Excellence Desk Reference Guides	28 guides	To implement a leadership operating system for consistent, aligned

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		execution to hardwire excellence across your organization
Studer Education Online Resource Library	28 users	To access 9 Pillars resources, event recordings, and other materials
K12 Rounding Platform	Unlimited Access	To enable efficient rounding and accurate analysis and reporting
National Superintendent Round Table Access	Included	To enable nationwide learning from peers.

Custom Approach Package: Year 2, Year 3

Service	Number	Purpose
On-site Strategy and Focus Site Sessions	Up to 4 full days (up to 6 hours in 1 calendar day)	To provide Strategic Planning, Portrait of a Graduate development, Leadership Development, Coaching
Virtual Leadership Strategy & Working Sessions	Up to 3, ½-Days (Up to 4 Hours/Day)	To provide virtual strategic planning support and facilitation to your organization.
Annual Survey and Rollout Package	Up to 1 survey	To access feedback from up to 1 group: students, parent/ caregivers, employees, and/or for district service excellence
Monthly Virtual Leadership Coaching	Up to 12, 1-hour sessions	To provide virtual coaching through the strategic planning process in your organization
9 Pillars of Leadership Excellence Desk Reference Guides	10 additional guides	To implement a leadership operating system for consistent, aligned execution to hardwire excellence across your organization
Studer Education Online Resource Library	10 users	To access 9 Pillars resources, event recordings, and other materials

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K12 Rounding Platform	Unlimited Access	To enable efficient rounding and accurate analysis and reporting
National Superintendent Round Table Access	Included	To enable nationwide learning from peers.

Summary

Yearly Investment	Investment
Year 1 – Establishing Strategic Plan & Aligning Strategy and Culture	\$106,485
Year 2 – Aligning Strategy, Culture, and Execution	\$49,995
Year 3 – Aligning Strategy, Culture, and Execution	\$49,995

Optional Additions

	Investment
Annual Survey & Roll-Out Package Select from Employee Experience, District Support, Parent / Family Engagement, Student Experience. Non-rostered surveys only.	\$6,995
Monthly 1:1 Virtual Coaching Bundle of 6, 1-hour Sessions	\$2,995

Each survey will include:

- One (1) annual online administration of survey items that are reliable and benchmarked across districts
 - The District may use an anonymous link emailed to participants
 - The District can check participation daily by location and district-wide
 - The District may choose any of the pre-loaded language translations available for Studer Education standard surveys:

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- Employee Experience: English, French, Portuguese, Russian, Spanish, Ukrainian, Vietnamese
- Parent-Caregiver Experience Survey: English, Arabic, Cambodian, Chinese Simplified, Chinese Traditional, French, Japanese, Korean, Portuguese, Russian, Spanish, Swahili, Tagalog, Ukrainian, Vietnamese
- Student Experience: English, Arabic, Cambodian, French, Portuguese, Russian, Spanish, Swahili, Tagalog, Ukrainian, Vietnamese
- *Note: Strategic Planning Surveys are created with the district and only available in English.*
- *Note: Additional translation services are available for any survey and available at an additional cost.*
- Email templates for opening the survey, driving participation, and communicating out about survey results
- Final report that shows participation, mean, and Top Box %, by item and overall, by location and overall Top 2 Box %

Notes: Survey customizations are excluded but may be added at a rate of \$495 per customization. The survey provided under this Agreement shall be administered as a non-rostered survey. If the District requires a rostered survey, such services may be provided for an additional fee under a separate statement of work, quote, or amendment mutually agreed upon by the parties.

K12 Rounding Services Include

- Access for **Unlimited users** within the Institution's employee base, governed by Institution domain email addresses, unless written exceptions are approved by Studer Education on behalf of the Institution.
- User accounts assigned and managed by the Institution's named administrator(s).
- Client success, configuration, and implementation onboarding, including up to 5 hours of online video conferencing to support:
 - Admin coaching and strategy for assigning platform users
 - Guidance on adding users, managing user permissions, and navigating the platform
 - Rostering employees as users and non-users within the platform
 - Additional services as mutually agreed upon
- Optional renewal at \$12,995 for Unlimited users per year upon completion of the engagement term.

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Studer Online Services Include

- 1 user access login per Desk Reference Guide
- Access is limited to 1 year
- Optional renewal at \$395 per user per year.

The term of this engagement (the "Engagement Term") commences on July 15, 2026, and continues through July 14, 2029. This Agreement is for a fixed term and may not be terminated for convenience. The District acknowledges that execution of this Agreement constitutes a binding commitment for the full Engagement Term, subject only to termination for material breach as expressly set forth in the General Business Terms.

The professional fee for this engagement is set forth below, along with the applicable due dates for payments, which unless the parties agree otherwise in writing are inclusive of all travel and other delivery-related expenses. Services may vary across each month of delivery, though the invoice amounts will be equal throughout the terms of this Agreement. The professional fee will be invoiced on the following schedule throughout the Engagement Term:

Terms and Annual Fee	Due Date for Each Payment	Amount Due Each Payment
Initial Term July 15, 2026 - July 14, 2027 \$106,485	August 31, 2026	\$26,621.25
	November 30, 2026	\$26,621.25
	February 28, 2027	\$26,621.25
	May 31, 2027	\$26,621.25
Year 2 July 15, 2027 - July 14, 2028 \$49,995	August 31, 2027	\$12,498.75
	November 30, 2027	\$12,498.75
	February 29, 2028	\$12,498.75
	May 31, 2028	\$12,498.75
Year 3 July 15, 2028 - July 14, 2029 \$49,995	August 31, 2028	\$12,498.75
	November 30, 2028	\$12,498.75
	February 28, 2029	\$12,498.75
	May 31, 2029	\$12,498.75

Studer Education requests that you appoint a specific Accounts Payable contact to ensure timely and efficient delivery of invoices. Please provide this contact's information in the specified area on the signature page of this agreement.

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The general business terms found below apply to this agreement. As acceptance of the above, please return a signed copy of this document (electronic signatures are acceptable) by July 15, 2026. Please note that if the District does not return a signed copy of this agreement to us before that date, Studer Education will consider our quote and timetable to have expired, which allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. In such instances, we would be happy to issue a new quote and timetable upon your request.

Upon execution by both parties, this letter and its attachments serve as a binding agreement by and between Studer Education LLC and the District.

Thank you for this opportunity to serve you and the District. We look forward to this opportunity to collaboratively make a difference in the lives of the students and stakeholders you serve.

Sincerely,

Martin P Lessmann

Martin P. Lessman
Chief Experience Officer
Studer Education LLC

July 9, 2026

Date

Stillwater Public Schools

Agreed and accepted:

Tyler Bridges
Superintendent

Date

Accounts Payable Contact for invoice submissions:

Name: _____

Phone: _____

Email: _____



STUDER EDUCATION

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**Terms**") apply to and govern the purchase, provision, and licensing of certain tangible items and materials, services, and technology from Studer Education, LLC, a Colorado limited liability company ("**Studer**") by you or your school or company ("**Customer**"), as further identified in your online, electronic, or hardcopy purchase order for specified item (the "**Order**"). The parties agree as follows:

1. **ORDERS.** Each Order may specify Services, Applications, or Materials (each as defined below) that are being ordered by Customer from Studer. The specific terms below apply with respect to each category, and these Terms govern the delivery, receipt, use, and rights to such items.

2. **SERVICES.** With respect to the Services, Customer shall (1) cooperate with Studer in all matters relating to the Services and provide such access to Customer's premises, teleconferences, and such office accommodation and other facilities as may reasonably be requested by Studer for the purposes of performing the Services; (2) respond promptly to and participate with Studer to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Studer to perform Services in accordance with the requirements of this Agreement and the Order; (3) provide such Customer materials or information as Studer may reasonably request to carry out and provide the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (4) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. **ACCESS TO APPLICATIONS.**

3.1. **Access Rights; Customer's Use of the Platform.** If an Order indicates that Customer is licensing any of Studer's technology or software services (such as Studer's "**Rounding Platform**") (individually and collectively, the "**Application**" or "**Applications**") then, subject to the terms and conditions of this Agreement, Studer hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted below), non-sublicensable right to access and use the Applications, solely for Customer's internal business and educational purposes, solely in accordance with Studer's instructions and user documents ("**Documentation**") and these Terms. Studer and its licensors reserve all rights in and to the Applications not expressly granted to Customer under this Agreement.

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Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Applications, or attempt to reverse engineer, decompile, disassemble or access the source code for the Applications or any component thereof; (b) use the Applications, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or its employees or representatives; (c) permit any party, other than the then-currently authorized Users to independently access the Applications; (d) use the Applications in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Applications to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.2. Users. Under the rights granted to Customer under this Agreement, Customer may permit the number of authorized users identified in the Order ("**Users**") to access and use the Applications in accordance with this Agreement; Customer shall be liable for the acts and omissions of all Users to the extent any of such acts or omissions of such Users. Customer shall not, and shall not permit any User to, use the Applications except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement. Studer reserves the right to condition access to and use of the Applications and Software by each User on the User's agreement to Studer standard click-through agreement, which applies to and governs that individual User's permissions and use of the Applications (a "**EULA**").

3.3. Customer Data, and Acceptable Use Policy. Customer and Users may post Customer Data, including information, images, data, and content, on the Rounding Applications, all of which remains the property of Customer or its Users, and to which Customer and each User grants Studer a license to copy, process, and publish such Customer Data as is reasonably necessary to provide the Applications. Customer and Users shall not use, or facilitate or allow others to use, the Applications: (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for any content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; or (f) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"). Studer reserves the rights to investigate any allegations of any of the foregoing and to suspend or terminate the Applications upon a reasonable belief that any violations of the foregoing have

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occurred. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users do not, upload to the Applications or otherwise submit or make accessible to Studer any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, educational records, student educational records as defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than business-related Personal Data necessary to utilize and deliver the Applications to Customer) (collectively, "Prohibited Data"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (a) the Applications are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (b) Studer shall have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer or any User uploads any Prohibited Data to the Applications in violation of this Section, Studer may, without limiting any of its other rights and remedies, delete such Prohibited Data

3.4. Anonymous and Aggregated Data. Notwithstanding anything to the contrary in these Terms, Studer may monitor use of the Applications and collect and compile data and information related to Customer's and its Users' use of the Applications for use by Studer in an (either or both) aggregated or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Applications, for purposes of benchmarking and identifying comparisons across Studer's customers' use of the Applications, to improve the Applications, and to publish information related to the use of the Applications, provided that such data cannot reasonably be used to identify Customer, any User, or data subject without Customer's or such data subject's consent ("**Aggregated Data**"). As between Studer and Customer, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by Studer.

4. SALES AND DELIVERY OF TANGIBLE ITEMS (BOOKS, ETC.). Customer purchases the tangible items, including any books, guides, manuals, or other tangible items, identified in the Order ("**Materials**"). Studer may include charges for shipping, handling, delivery, and other amounts necessary to deliver the Materials to Customer. Title and risk of loss pass to Customer upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. Studer is not liable for any delays in shipments.

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5. **FEES AND PAYMENT TERMS.** Customer shall pay Studer the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of these Terms. Fees are exclusive of, and Customer shall pay all sales taxes, fees, duties, value-added, ad valorem, and other governmental charges arising from the payment of any Fees or any amounts owed to Studer under these Terms. Fees for any Services requested by Customer that are not set forth on an Order and paid at the time of purchase by Customer will be charged as mutually agreed to by the parties in writing, and Customer shall pay to Studer all such Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Studer of the dispute within 30 days after receipt of such invoice. If Studer does not receive notice of a dispute during such 30-day period, Customer is deemed to have accepted the Fees set forth in the invoice. All payments received by Studer are non-refundable except as otherwise expressly provided in these Terms. Customer shall make all payments in United States dollars.

6. **TERM AND TERMINATION.**

6.1. **Order Term.** All Orders for Materials are considered fulfilled upon delivery. For any Services or subscription to Applications, the initial term of each Order begins on the date set forth in the Order and continues for the duration set forth on the order or, if none is identified, for one year ("**Initial Term**"), and each Order renews for additional one-year periods (or other periods as acknowledged by both parties in writing) only upon notice from Customer that is accepted by Studer (each, a "**Renewal Term**"). A party may terminate these Terms or an Order upon notice if the other party materially breaches any provision of these Terms and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

6.2. **Effects of Termination.** Upon termination of these Terms and all Orders: (a) all amounts owed to Studer under these Terms before such termination are due and payable; (b) Customer's rights granted in these Terms immediately cease; (c) Customer shall promptly discontinue all access and use of the Services and Applications and return or erase, all copies of the Documentation in Customer's possession or control; and (d) Studer shall promptly return or erase all Customer Data, except that Studer may retain Customer Data in Studer's archived backup files. Sections 1, 3.4, 6.3, and 7-12, along with any definitions or provisions required to enforce or interpret the foregoing, survive expiration or termination of these Terms.

6.3. **Suspension.** Notwithstanding anything to the contrary in these Terms, Studer may suspend Customer's access to the Services or Applications if Studer determines that: (a) there is an attack on the Applications; (b) Customer's or any of its Users' use

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of the Services or Applications poses a reasonable risk of harm or liability to Studer and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer or any Users have breached any license restrictions or confidentiality obligations; (d) Customer's or its Users' use of the Services or Applications violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under these Terms when due and has failed to cure such late payment within 15 days after Studer provides Customer with written notice of such late payment. Studer shall use commercially reasonable efforts to provide Customer with notice of such suspension. Studer may suspend Customer's access to the Services or Applications until the situation giving rise to the suspension has been remedied to Studer's reasonable satisfaction. Studer's suspension of Customer's access to the Services or Applications does not relieve Customer of its payment obligations under these Terms.

7. **CONFIDENTIALITY. "Confidential Information"** means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under these Terms during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Studer's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data. Recipient shall not use any Confidential Information for any purpose not expressly permitted by these Terms and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of these Terms and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section. Recipient shall be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Recipient shall have no confidentiality obligations under this Section with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure without an obligation of confidentiality; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose

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Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

8. CERTAIN PROPRIETARY RIGHTS AND DATA.

8.1. Rounding Platform and Studer Property. As between the parties, all proprietary technology, algorithms, techniques, methodologies, templates, and other tools and information utilized by Studer to perform its obligations under these Terms (the “**Studer Property**”), and all intellectual property rights in and to the foregoing, are the exclusive property of Studer. Studer or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Studer Property, including the Applications, Documentation, customizations, all content (excluding Customer Data) delivered through the Services and Applications, and enhancements, and all processes, know-how, and the like utilized by or created by Studer in performing under these Terms. Any rights not expressly granted to Customer hereunder to any Studer Property are reserved by Studer.

8.2. Customer Data and License. “**Customer Data**” means the electronic data and information input into the Applications or Services by or on behalf of Customer. Customer Data does not include Usage Data or Aggregated Data, as such terms are defined below. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein. Customer hereby grants to Studer and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted below) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under these Terms.

8.3. Data Security and FERPA. During the Term, Studer shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data transmitted to and stored within the Services and Applications, in accordance with applicable industry standards. Notwithstanding the foregoing, Customer acknowledges that the Service is not designed to process, store, or manage sensitive personal information, including Prohibited Data. Except for limited business contact information of Users (e.g., names, job titles, business email addresses, and business phone numbers), any Customer

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Data that Customer uploads to or process through the Services or Applications any other personal information, whether subject to the CCPA, FERPA, or other applicable federal or state privacy laws, strictly at Customer's sole risk. Studer shall have no responsibility or liability for any such information submitted by Customer. Customer remains solely responsible for its compliance with all applicable data protection laws and shall ensure that Customer's use of the Services and Applications, and Customer's provision of Customer Data, complies with all such laws.

8.4. Aggregated Data and Usage. "**Aggregated Data**" means any data or information that is either (or both) de-identified or aggregated with other data such that no individual person (including Customer or any User) can reasonably be identified from such data. Notwithstanding anything in these Terms to the contrary, Studer may use, analyze, maintain, store, and publish Aggregated Data. Studer retains ownership of all right, title, and interest in and to Aggregated Data. Studer may use Aggregated Data for any lawful purpose, including to improve, market, and provide the Services and Applications. Studer may identify or disclose Customer and any User publicly only with the prior consent of Customer or such User. "**Usage Data**" means any content, data, or information that is collected or produced by the Services or Applications in connection with use of the Services or Applications that does not identify Customer or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Services or Applications. Studer retains ownership of all right, title, and interest in and to the Usage Data. Studer may use Usage Data in connection with its performance of its obligations in these Terms and for any other lawful business purpose, including benchmarking, data analysis, and to improve Studer's services, systems, and algorithms.

9. NO REFUNDS AND DISCLAIMER. THE PURCHASE OF ANY MATERIALS HEREUNDER IS FINAL AND NON-REFUNDABLE. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, STUDER MAKES NO WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN

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CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO STUDER UNDER THE ORDER PURSUANT TO WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURS. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION DO NOT APPLY TO A PARTY'S OBLIGATIONS FOR DEFENSE AND INDEMNITY, OR LIABILITY ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OR ANY LICENSES OR RESTRICTIONS UNDER THESE TERMS.

11. GOVERNING LAW AND VENUE. The laws of the state in which Customer is domiciled govern these Terms and any matters related to these Terms, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in or for the county in which Customer is domiciled.

12. GENERAL. The relationship of the parties established under these Terms is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party. Studer may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Studer shall remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Studer, would constitute a breach of, or otherwise give rise to liability to Studer under, these Terms. Neither party may assign these Terms or any of its rights under these Terms to any third party without the other party's prior written consent; except that Studer may assign these Terms without consent from Customer. Any attempted assignment in violation of the foregoing is void and of no force or effect. Except for payment obligations, neither party shall be liable for any breach of these Terms, or for any delay or failure of performance, resulting from any cause beyond that party's reasonable control. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of these Terms on one occasion does not constitute a waiver of any other provision or of such provision on any other occasion. If any provision of these Terms is unenforceable, the other provisions of these Terms remain unimpaired and enforceable to the maximum extent permissible under law, and the unenforceable provision is to be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded). These Terms, including any Order and any terms or exhibits referenced herein, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between

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the parties concerning such subject matter. No terms and conditions proposed by either party are binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of these Terms and the provisions of any Order, the provisions of the Agreement govern unless the Order specifically overrides these Terms. No amendment to these Terms is effective unless in writing and signed by the party to be charged.