

CARIINA ORDER FORM

Customer: Aspen Ridge Preparatory School	Contact: Ms. Charla Salmeron
	Phone: (720) 242-6225
	E-mail: csalmeron@aspenridgeprepschool.org
<p>Services: Cariina offers a software platform to help administrators manage their operations systems. The Cariina platform allows administrators to keep track and gather key data points in their systems. (the “Service(s)”).</p> <p>Cariina is built to handle all things non-instructional in one place. Cariina supports all operational structures and creates processes for schools to expand with excellence.</p>	
<p>Services Fees: There is a \$15,000 yearly minimum. \$2.00 per student per month per 12 months. This term is applicable when current enrollment surpasses 625 students.</p> <p>Onsite implementation and support will be included at no additional cost.</p>	<p>Initial Service Term: March 7, 2025 - June 30, 2028.</p> <p>Notwithstanding anything to the contrary found herein, the CUSTOMER, shall have the option to terminate this agreement, for any reason, at any time up to April 18, 2025.</p>
<p>Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work attached as Exhibit A hereto (“Implementation Services”).</p>	
<p>Payment Terms: Payment for the first 4 months of services (\$5,000) shall be rendered to Cariina by Aspen Ridge Preparatory School by April 31, 2025. Payment in full for services, in subsequent years (\$15,000), shall be rendered to Cariina by Aspen Ridge Preparatory School on or before July 31.</p>	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this 2025-03-07 (the “Effective Date”) between **Cariina, Inc.**, a corporation organized in Delaware, with its principal place of business in Boston, Massachusetts (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Cariina, Inc.

Aspen Ridge Preparatory School

Matthew Barron

Charla Salmeron

By: Matthew Barron

By: Charla Salmeron

Title: Cofounder and Chief Executive Officer

Title: Head of School

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Implementation Services attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time-sharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies as well as all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for

maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

- 2.4 Customer shall be responsible to enforce the proper usage of the Company's service to any third-party bus providers working with the customer. The Company is not responsible for any non-compliance of the third party providers.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. The Company shall not own the right, title and interest in and to the Customer Data, nor any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. All data including student data shall be stored in the United States of America.
- 3.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other

information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.] No rights or licenses are granted except as expressly set forth herein.

4. TERM AND TERMINATION

4.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are

modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 The Company shall not be held liable for the misuse of its platform by Customer and it will be compensated for any consequences of the inadequate use of the Company's service. The following use cases, including but not limited, are examples of the inadequate use of the platform: the use of the platform while the vehicle is in motion; the use of the platform for unassigned students; and the loss or theft of data, account information, or passwords.

8. MISCELLANEOUS If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Statement of Work

The Company will be responsible for the implementation of the Cariina platform which is property of the Company. The system's prime objective is to allow administrators to oversee and manage their operations systems.

To accomplish this objective, the Company will provide each parent with their own account to have access to the Cariina Parent application. The Company will also provide each relevant faculty member with access to the Cariina Faculty application.

For the functional use of the platform an Aspen Ridge Preparatory School staff member will have to be signed in to their Cariina Faculty application and the parent must have their account set up and logged in.

For the Cariina Administrator Platform to function completely and effectively, all faculty members, parents, and students must comply with the proper usage of their Cariina platform.

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 7:00 pm Eastern Time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling [(+1) 617-777-2379] or any time by emailing [support@cariina.com].

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.