



SOFTWARE LICENSE AGREEMENT

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| Classroom Clinic | District: Dallas Center-Grimes CSD |
| Contact: Allen Bierbaum | Contact: Scott Blum |
| Address: PO Box 951 Carroll, IA 51401 | Address: 2405 W 1st St Grimes, IA 50111 |
| Phone: 712-525-0993 | Phone: 515-992-3866 |
| Email: allen@classroomclinic.com | Email: scott.blum@dcgschools.com |
| Effective Date: | Termination Date: |
| Pilot Period Start Date: February a, 2026 | Pilot Period End Date: June 30, 2026 |
| License: Classroom Clinic will provide the District with a license to use its non-instructional Software that allows access to mental healthcare providers and associated care coordination. The Software license includes the benefits described in Exhibit A and is supported by a direct line of communication with Classroom Clinic team members for training and technical assistance. | |
| Capacity: This Agreement provides licensed access to Classroom Clinic Software during the Term, and the District is subscribing for the following: [4] of Active Buildings [1.5] of Therapy Blocks [.75] of Psych Blocks | |
| 1. License Fee: \$36,625 License Fee is fully funded by Iowa Behavioral Health Administrative Services Organization per Exhibit C Funding Agency Addendum. School district responsible for \$0 amount of this cost. For the avoidance of doubt, Classroom Clinic's sole fees under this Agreement shall be the License Fee, and Classroom Clinic shall not bill any additional costs to the District in excess of the License Fee unless expressly agreed to in writing by Classroom Clinic and the District. | |

This Software License Agreement (the “**Agreement**”) is made and entered into as of the Effective Date by and between the above named school district (the “**District**”), and Classroom Clinic, Inc. an Iowa corporation (“**Classroom Clinic**”). The District and Classroom Clinic are each referred to herein individually as a “**Party**” and collectively, the “**Parties**.”



In consideration of the mutual covenants, promises, and obligations set forth herein, the Parties agree as follows:

1. Software.

- 1.1. Software. Classroom Clinic shall provide to the District a limited, non-exclusive, non-transferrable license to use its non-instructional Classroom Clinic software platform (the “**Software**”) as further set forth in **Exhibit A**. Classroom Clinic shall provide the Software in accordance with the terms and conditions set forth in this Agreement. The District shall provide the necessary support for the Software, as outlined in **Exhibit B**.
- 1.2. Capacity. Pursuant to this Agreement, the District will have the ability to use the Software to schedule, coordinate, communicate, and manage any necessary paperwork and other resources needed to make Direct Patient Care available for its students at its Active Buildings in accordance with the number of Therapy Blocks and/or Psych Blocks subscribed for under this Agreement. Each Therapy Blocks and/or Psych Blocks subscribed for by the District pursuant to this Agreement enables access and administration of availability to Classroom Clinic’s affiliate provider network for such number of students reflected by the number of Therapy Blocks and/or Psych Blocks. “**Active Building**” means each school building within the District to receive access to the Software as part of this Agreement. “**Therapy Block**” means a block of 24 students within the District accessing therapy services through the Software. “**Psych Block**” means a block of 24 students within the District accessing psychiatry services through the Software. Scheduling is based upon mutual agreement between Classroom Clinic and the District to establish a consistent weekly schedule. Time blocks must be a minimum of 3 hours in duration.
- 1.3. Non-Instructional Use; Excluded Direct Patient Care. The Parties understand and acknowledge that (a) no instructional services are provided through the Software, and (b) this Agreement does not pay for or cover any mental health services provided directly to students (“**Direct Patient Care**”). Instead, the Software license solely provides access to the Software and a commitment by Classroom Clinic to ensure that appropriate mental health professionals are available to provide Direct Patient Care to students represented by the number of Therapy Blocks and/or Psych Blocks subscribed for if needed, subject to appropriate parental consents. All Direct Patient Care will be separately billed to the applicable student or their insurance coverage, including but not limited to Medicaid or applicable private insurance.

2. Fees and Expenses.



2.1. **Flat Annual Fee**. As full compensation for all Software access and use to be provided by Classroom Clinic during the Term of this Agreement (Effective Date to Termination Date as written above), Classroom Clinic shall be paid the License Fee by Funding Agency per the Funding Agency Addendum attached hereto as Exhibit C. Under no circumstances will the District have any responsibility to directly pay any fees to Classroom Clinic under this Agreement. If Classroom Clinic does not receive the fees prescribed in this Section 2.1, its sole and exclusive remedy against the District will be to terminate this Agreement by providing written notice to the District.

2.2. **Payment Terms**. The License Fee shall be due and payable in United States dollars to Classroom Clinic by the District within thirty (30) calendar days of the Effective Date.

The District shall be responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the District hereunder; provided that, in no event shall the District pay or be responsible for any taxes imposed on, or regarding, Classroom Clinic's income, revenues, gross receipts, personnel, or real or personal property or other assets.

2.3. **Pilot Period and Adjustment**. If the District has elected for a pilot period and does not elect to terminate this Agreement at the expiration of such pilot period, upon the Pilot Period End Date indicated above, the District and Classroom Clinic shall set forth in a separate written addendum a new number of Active Buildings, Therapy Blocks, and Psych Blocks and a corresponding new License Fee to take effect for the remainder of the Term beginning on the Pilot Period End Date.

3. **Intellectual Property**. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to the District under this Agreement or prepared by or on behalf of Classroom Clinic in the course of providing the Software (collectively, the "**Deliverables**") shall be owned exclusively by Classroom Clinic. Classroom Clinic hereby grants to the District a license to use all Intellectual Property Rights in the Deliverables free of additional charge on a non-exclusive, non-transferable,



non-sublicensable, fully paid-up, royalty-free basis solely to the extent necessary to enable the District to make reasonable use of the Deliverables and the Software.

4. **Intellectual Property Indemnification.** Classroom Clinic will defend, indemnify, and hold harmless the District, its agents, directors, officials, employees, and agents against any third-party claim(s) that the Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Classroom Clinic consents), including reasonable attorney fees and costs; provided that the District Licensee promptly notifies Classroom Clinic in writing of the claim, cooperates with Classroom Clinic, and allows Classroom Clinic sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, the District agrees to permit Classroom Clinic, at Classroom Clinic's sole discretion, to (A) modify or replace the Software, or component or part thereof, to make it non-infringing, or (B) obtain the right for the District to continue use. If Classroom Clinic determines that none of these alternatives is reasonably available, Classroom Clinic may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the District. This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Classroom Clinic or authorized by Classroom Clinic in writing; (B) modifications to the Software not made by Classroom Clinic; or (C) use of any version other than the most current version of the Software delivered to the District.
5. **Confidentiality.** From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, the "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 4 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, or any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law,



regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law, including Iowa's Open Records Act, or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

The Parties acknowledge that in the course of Classroom Clinic (or its affiliates) facilitating Direct Patient Care for students, Classroom Clinic will have access to protected information of such students subject to the Health Insurance Portability and Accountability Act ("HIPAA") or the Family Educational Rights and Privacy Act ("FERPA"). Classroom Clinic shall hold all such protected information in accordance with the requirements of HIPAA and FERPA, and District understands that the District will not have any right to access protected health information.

6. **Term**. This Term of this Agreement shall begin on the Effective Date and terminate as of the Termination Date set forth above, unless earlier terminated by either Party pursuant to Section 6 (the "**Term**"). If the District has elected for a pilot period, the District shall have the option to terminate this Agreement on the Pilot Period End Date by delivering 30 days' advance written notice to Classroom Clinic of its intent to terminate this Agreement.
7. **Termination**. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**") if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (d) is dissolved or



liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this section, Classroom Clinic may terminate this Agreement before the expiration date of the Term on written notice if the District fails to pay any amount when due hereunder, and such failure continues for thirty (30) calendar days after Classroom Clinic's written notice to the District of nonpayment.

Except in the case of an uncured material breach of the Agreement by Classroom Clinic (in which case such refund shall be proportionate to the remaining Term after the date of termination), the District understands that the Annual Fee set forth in Section 2.2 of this Agreement once paid is non-refundable upon any termination of this Agreement.

8. **Independent Contractor.** Classroom Clinic shall be solely responsible for the Software and the provision of any services thereby. Nothing in this Agreement shall give the District the right to instruct, supervise, control, or direct the details and manner of the utilization of the Software or any services provided thereby (including any Direct Care Services). Classroom Clinic is for all purposes hereunder an independent contractor, and in no event will Classroom Clinic be considered an agent or employee of the District or any of its subsidiaries or affiliates for any purpose.
9. **Insurance.** Classroom Clinic shall maintain appropriate professional liability insurance and name the District as an additional insured, subject to the approval of its insurance carrier.
10. **Limited Warranty.** Classroom Clinic warrants that it shall provide the Software and any services offered thereby (a) in a commercially reasonable manner using personnel of commercially reasonable skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar products/services. Classroom Clinic (a) makes no warranties except for those set out in the preceding sentence; and (b) disclaims all other warranties, whether express or implied. Classroom Clinic's sole and exclusive liability and the District's sole and exclusive remedy for breach of the limited warranty set forth in this section shall be for reperformance of the affected services.
11. **Limitation of Liability.** In no event shall either party be liable to the other or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether



such damage was foreseeable and whether or not it has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall either party's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to Classroom Clinic in the one (1) year period preceding the event giving rise to the claim.

No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure is caused by fire, other elements of nature, acts of government, changes in laws, failure of internet infrastructure or other conditions beyond its reasonable control following the execution of this agreement. If a Party's performance is prevented by any such circumstances, the Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor reasonably to mitigate risks and impact to the Agreement.

12. Miscellaneous. This Agreement may be executed in counterparts. Facsimile, PDF, or electronic signatures shall be binding. This Agreement, together with all exhibits and other documents incorporated by reference, represents the entire agreement between the Parties, and no other representations, promises, or agreements between the Parties, whether oral or written, not contained in this Agreement are of any force or effect. This Agreement cannot be modified except in a writing signed by both Parties. No waiver of any provision of this Agreement shall be effective unless agreed to in writing by the Party against whom such waiver is sought to be enforced. No omission or delay by any Party in enforcing any right or remedy or in requiring performance of any term or provision of this Agreement shall constitute a waiver of such right or remedy, nor shall it affect such Party's right to enforce such provisions thereafter. This Agreement is governed by and construed in accordance with the laws of the State of Iowa, without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the jurisdiction of the federal and state courts located in Polk County, Iowa, in any legal suit, action, or proceeding arising out of or related to this Agreement. If any provision of this Agreement is held to be invalid, unenforceable, or contrary to public policy, the remaining provisions shall not be affected. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, representatives, successors, and permitted assigns. The District may not assign this Agreement, in whole or in part, without the prior approval of Classroom Clinic. Classroom Clinic may freely assign this Agreement to any representative, successor, or affiliate in its sole discretion. Any notices necessary under this Agreement shall be delivered in writing to the Parties at the addresses set forth on the Signature Block below.



The undersigned certifies that the foregoing [Signature Page to Follow] contains all the information required by law to be contained in a statement of information filed with the Commission, and that the information is true and correct to the best of his or her knowledge.



IN WITNESS WHEREOF, the undersigned have executed this Software License Agreement as of the Effective Date.

Classroom Clinic, Inc:

By: _____

Name: Allen Bierbaum

Title: CEO

District:

By: _____

Name: _____

Title: _____

Classroom Clinic – Software License Agreement



EXHIBIT A

Description of Classroom Clinic Software Platform

Classroom Clinic's non-instructional Software is a cloud-based, digitally secure, communication and collaboration platform that:

1. Provides identified district staff with user roles, permissions, and login information;
2. Ensures seamless communication between Classroom Clinic's mental health providers and district staff using the messaging module that is HIPAA compliant;
3. Allows access to the Classroom Clinic scheduling module to refer students in need of an appointment with appropriate mental health providers;
4. Creates Care Teams to streamline collaboration on behalf of students in need of mental health services and support;
5. Activates a Care Team for students by sending a notification;
6. Allows priority messages to be sent to mental health providers;
7. Provides delivery confirmation that messages have been sent, delivered, and read;
8. Electronically stores parental consent forms per Department of Education guidance;
9. Sends automated appointment reminders for appointments to families and school staff.



EXHIBIT B

District Support

To ensure maximum performance and benefit of the Classroom Clinic software, the District shall provide the following support:

1. Allow integration of the Software with the district's Student Information System if desired;
2. Ensure reliable internet connectivity and bandwidth is available to support the Software at all times;
3. Maintain a dedicated Chromebook or similar device that can be used to securely and reliably access the telehealth platform for appointments;
4. Secure, as well as update on an annual basis, legal parent or legal guardian consent forms for student referrals to Classroom Clinic's mental health providers;
5. Ensure the Software is being fully utilized;
6. Assist Classroom Clinic with conducting a program evaluation;
7. Designate a District representative to be the primary point of contact for Classroom Clinic support questions. This staff member will be trained by Classroom Clinic personnel to be the first point of contact for internal district questions related to care coordination and technical support.



EXHIBIT C

FUNDING AGENCY ADDENDUM

This Funding Agency Addendum is entered into by and between Classroom Clinic, Inc (“**Classroom Clinic**”) and Dallas Center Grimes Community School District (“**District**”) as of July 1, 2025.

BACKGROUND

Classroom Clinic and District have entered into a Software License Agreement for the District’s use of Classroom Clinic’s Software and related services (the “**License**”).

Iowa Behavioral Health Administrative Services Organization (“**Funding Agency**”) has provided the Funding Amount for use of the Software on behalf of District at the District’s Active Buildings as set forth herein.

Classroom Clinic and District desire to ensure clear communication regarding the application of the Funding Amount provided by Funding Agency for the District.

FUNDING AGENCY PAYMENT

The parties agree that the License Fees with respect to the License have been or will be the responsibility of the parties as set forth on the following table:

| License Period | Total License Fees | Funding Amount Made Available By Funding Agency | Balance of License Fees Payable by District |
|------------------------------|--------------------------|---|---|
| July 1, 2025 - June 30, 2026 | \$36,625 of License Fees | \$36,625 of License Fees | \$0 of License Fees |

Except as expressly provided herein, the License will continue in full force and effect in accordance with its terms.

DCG COMM SCHOOL DISTRICT

CLASSROOM CLINIC, INC.

By: _____

By: _____

Print: _____

Print: Allen Bierbaum

Title: _____

Title: CEO _____