

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into as of the [Effective Date] by and between **Culture Wireless Inc. DBA Moolah Wireless** (“Moolah Wireless”), a Georgia corporation with its principal place of business at [Moolah Wireless Address], and [School Name] (“School”), located at [School Address]. Moolah Wireless and the School are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Moolah Wireless offers a service known as **The Guardian Enterprise Edition** (the “Service”), which allows schools to manage and control the use of student devices within the school building during school hours;

WHEREAS, the Service enables school administrators to limit access to specific apps and services on devices during school hours while ensuring that sensitive data and communications on the device remain accessible only to parents;

WHEREAS, the School wishes to utilize the Service to enhance student safety and productivity within the school environment;

WHEREAS, Moolah Wireless agrees to provide the Service to the School at no cost during a trial period lasting through December 31, 2024, and thereafter at a rate of \$2.99 per student for the remainder of the 2024-2025 school year;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. License to Use The Guardian Enterprise Edition

Moolah Wireless grants the School a limited, non-exclusive, non-transferable, revocable license to use **The Guardian Enterprise Edition** solely for the purpose of managing devices within the school building during school hours, subject to the terms of this Agreement.

2. Services Provided by Moolah Wireless

(a) **Device Management:** The Service allows school administrators to restrict and control the use of apps and services on student devices during school hours. The Service is designed to enhance student focus and reduce distractions.

(b) **Data Limitations:** The Service ensures that school administrators do not have access to any personal messages or data stored on the devices. Such data is limited to parental access only.

(c) **Parent Approval:** For any device to be added to the **Guardian Enterprise Edition ecosystem**, parent or legal guardian approval is required. No device shall be managed under this Service without the express consent of the parent or legal guardian.

(d) **No Fees During Trial:** The School will not be charged any fees for the use of the Service during the trial period, which will last until December 31, 2024.

(e) **Post-Trial Fees:** Beginning on **January 1, 2025**, the School will be charged **\$2.99 per student** for the use of the Service for the remainder of the 2024-2025 school year. Payment terms and invoicing procedures will be outlined in **Exhibit A**.

3. No Liability

(a) **No Warranty or Liability:** The Service is provided “AS IS,” and Moolah Wireless makes no representations or warranties, express or implied, regarding the functionality, performance, or availability of the Service. **Moolah Wireless disclaims all liability for any harm, loss, or damage resulting from the use of the Service**, including any issues arising from restrictions imposed on device usage by the School or administrators.

(b) **Hold Harmless:** The School agrees to hold Moolah Wireless harmless from any claims, damages, liabilities, or expenses arising out of or related to the School’s use of the Service, including but not limited to claims brought by parents, students, or third parties.

4. Data Protection and Privacy

(a) **Data Protection:** Moolah Wireless is committed to protecting student data and complies with all applicable privacy regulations, including **Family Educational Rights and Privacy Act (FERPA)** and **Children’s Online Privacy Protection Act (COPPA)**. All data collected by the Service will be used solely for the purpose of managing app usage and will not be shared with third parties, except as required by law.

(b) **Data Access:** School administrators will not have access to personal student communications or sensitive data stored on devices. Such data remains private and accessible only by parents or legal guardians via The Guardian service for parents.

5. Limitations of Use

(a) **School Use Only:** The Service is intended solely for use by the School for managing devices within the school building during school hours. The School agrees not to use the Service outside of this intended purpose.

(b) **Compliance with Local Laws:** The School agrees to use the Service in accordance with all applicable local, state, national, and international laws. Moolah Wireless is not responsible for any misuse of the Service in violation of these laws.

6. Term and Termination

(a) **Term:** This Agreement shall remain in effect for the duration of the trial period, lasting until December 31, 2024. The School may elect to continue using the Service beyond the trial period, subject to a fee of \$2.99 per student for the remainder of the 2024-2025 school year.

(b) **Termination by School:** The School may terminate this Agreement at any time by providing written notice to Moolah Wireless and ceasing use of the Service.

(c) **Termination by Moolah Wireless:** Moolah Wireless may terminate this Agreement at any time, without notice, if the School fails to comply with the terms of this Agreement or if Moolah Wireless discontinues the Service.

7. Intellectual Property

(a) **Ownership:** The Guardian Enterprise Edition, including all software, technology, and content provided therein, is and remains the sole and exclusive property of Moolah Wireless. The School acknowledges that no rights or ownership interests in the Service are transferred or assigned under this Agreement.

(b) **Restrictions:** The School shall not, and shall not permit any third party to:

- Copy, modify, adapt, or create derivative works based on the Service;
 - Reverse engineer, decompile, or disassemble any part of the Service;
 - Use the Service for any commercial purpose outside of the intended use by the School.
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8. Dispute Resolution and Governing Law

(a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States, without regard to its conflict of laws principles.

(b) **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [State], unless otherwise agreed by the Parties.

9. Limitation of Liability

(a) **General Limitation:** To the fullest extent permitted by law, Moolah Wireless shall not be liable to the School for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of data, loss of profit, or loss of access to services, even if Moolah Wireless has been advised of the possibility of such damages.

(b) **Cap on Damages:** In no event shall Moolah Wireless's total liability exceed the amount paid by the School for the services during the trial period (i.e., \$0).

10. Modifications

Moolah Wireless reserves the right to modify this Agreement at any time. Changes will be communicated to the School via email or through the Service, and the School's continued use of the Service constitutes acceptance of the modified terms.

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

12. Entire Agreement

This Agreement, along with any referenced documents, constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement as of the date first written above.

Culture Wireless Inc. DBA Moolah Wireless

By: _____

Name: _____

Title: _____

School

Signature: _____

Name: _____

Title: _____