



September 2026 Board Meeting

September 24, 2026, 6:00 p.m. | Conference Room A

DOCUMENTS

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August 2026 Board Meeting

August 27, 2026, 6:00 p.m. | Conference Room A

MINUTES

MINUTES

Cuyahoga Valley Career Center Board of Education

August 2026 Board Meeting

Thursday, August 27, 2026 | 6:00 p.m. | Conference Room A



In Attendance: Jacquelyn Arendt; Jennifer Burke; Rhonda Crawford; Andrew Head; Rachel Malec; Linda O'Neill; Gary Suchocki; James Virost

Absent: Thandeka Cox

Cuyahoga Valley Career Center prepares youth and adults to enter, compete, advance, and lead in an ever changing world of work, college, and careers.

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda item.

I. CALL TO ORDER

Mrs. Burke called the meeting to order at 6:01 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____
Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____
Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____

IV. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

ROLL CALL:

Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____
Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____
Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____
Move: **Mrs. Arendt** Second: **Mrs. Crawford** Status: **Passed: 8-0**

V. PRESIDENT'S REPORT

* OSBA 2026 Capital Conference November 15-17, 2026, in Columbus at the Greater Columbus Convention Center

* OSBA Award

VI. SUPERINTENDENT’S REPORT

- * Opening Day Staff Meeting – August 17, 2026
- * High School Program Guide and Adult Education Fall Catalog
- * All Boards’ Dinner – October 29, 2026
- * News Flash
- * Presentation: Strategic Plan & Road Map to the Future

VII. BOARD COMMENTS

VIII. COMMITTEE REPORTS

- * Business & Finance Committee, James Virost, Chairperson: August 27, 2026, at 5:30 p.m. in Conference Room B.

IX. APPROVAL OF MINUTES

- *Board of Education Regular Meeting Minutes, June 25, 2026*
- *Records Commission Meeting Minutes, June 25, 2026*

ROLL CALL:

Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____
Mrs. Malec _____ Mrs. O’Neill _____ Mr. Suchocki _____
Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____

Move: Mr. Suchocki Second: Mrs. O'Neill Status: Passed: 8-0

X. COMMENTS FROM THE PUBLIC

The Board values and encourages public comments on education issues. Anyone having an interest in actions of the Board may participate during the open forum portion of the meeting. If possible, please identify yourself, prior to the meeting, to the Board President or Superintendent. Should your comments include a question, it may not be possible to provide you with the information you request at the meeting.

The speakers may offer objective criticism of school operations and programs, but the Board will not hear complaints about school personnel or other persons at a public session. Other channels provide for Board consideration of complaints involving individuals.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.

Each statement made by a participant shall be limited to five (5) minutes duration.

XI. FINANCES

Resolution # 2026-8 25 Routine Items recommended (may be handled as one motion).

Move to accept all of the following routine financial items, as recommended by the Treasurer.

1. Treasurer's Report:

Acceptance of the Financial Reports for the month of June and July 2026.

- *Board Financial Report June 2026*
- *Board Financial Report July 2026*

2026-8 25 (1)

2. Advances and Transfers to Various Funds:

Authorize the Treasurer to make advances and transfers as listed in exhibit:

- *Advances and Transfers for August 2026*

2026-8 25 (2)

3. Financial Forecast:

Acceptance of the Financial Forecast

- *Financial Forecast August 2026*

2026-8 25 (3)

ROLL CALL:

Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____

Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____

Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____

Move: Mrs. Crawford Second: Mr. Head Status: Passed: 8-0

XII. NEW BUSINESS – Personnel

Resolution # 2026-8 26 Personnel Items Recommended (may be handled as one motion).

Move to accept all of the following administrative, certified and classified personnel recommendations, conditioned on statutes of the state as revised and consolidated into general provisions, title, chapters and sections including all bills passed and filed contained in the Ohio Revised Code, as recommended by the Superintendent.

A. ADMINISTRATIVE, SUPPORT, & CLASSIFIED EXEMPT

1. Employment:

Per **Resolution #2026-4 16 (9)**, employ Erica Armstead as Adult Education School of Nursing Instructor, effective July 9, 2026, through July 31, 2027, on a two-year limited contract for 185 days annual, at Teacher/Coordinator, Step 9 plus

applicable holidays per the Administrative, Support and Classified Exempt Employees Compensation and Fringe Benefit Plan.

2026-8 26 (1)

2. Resignation/Retirement:

Accept the resignation of Michelle Hasman, Career Specialist, effective August 12, 2026.

2026-8 26 (2)

3. Replacement:

Authorize to replace Career Specialist.

2026-8 26 (3)

4. Resignation/Retirement:

Accept the resignation of Randi Borosh, Career Specialist, effective August 13, 2026.

2026-8 26 (4)

5. Replacement:

Authorize to replace Career Specialist.

2026-8 26 (5)

B. CERTIFICATED

1. Adult Education 2026-27 Instructors' List:

Approve the addition of Lydia Bakaki, Steven Kshywonis, Candace Williams, and Olga Zenczak to the 2026-27 part-time Adult Education Instructors' List.

2026-8 26 (6)

2. High School Substitute Teachers' List 2026-27 School Year:

Approve the addition of Stephanie Bockmuller, Randi Borosh, Tammy Johnson, and Wesley Manchester, Jr. to the 2026-27 High School Substitute Teachers' List as assigned and approved.

2026-8 26 (7)

3. Authorize Reimbursement:

Authorize the reimbursement in the amount \$500.00 for completed train-the-trainer expenses for Dena Jurcisek, Health Careers Instructor, to allow required delivery of Certified Nursing Assistant (CNA) training in the Health Careers Program.

2026-8 26 (8)

- 4. Resident Educator Program/Career Technical Teacher Mentorship Program:**
Per Article 12 “Additional Compensation, H. Resident Educator Program” and “I. Career Technical Teacher Mentorship Program,” approve Jami Little, Stacey McNamara, Angela Nonno, Charles Russo, Joan Schentur, John Spano, and Victoria Vachon as Lead Instructors for the 2026-27 school year to be paid by authorized time sheet at the current Summer Work Rate, reimbursed up to 15 hours.

2026-8 26 (9)

- 5. Resident Educator Program/Career Technical Teacher Mentorship Program:**
Per Article 12 “Additional compensation, H. Resident Educator Program” and “I. Career Technical Teacher Mentorship,” approve David Eichler, Dena Jurcisek, Monica Salopeck, and Christopher Tonicic (all First-Year Educators) to be reimbursed up to 30 hours and Michael Kapis, Jr. and Heather Nelligan (Non-First Year Educators) to be reimbursed up to eight (8) hours for the 2026-27 school year. All to be paid by authorized time sheet at the current Summer Work Rate.

2026-8 26 (10)

- 6. Resident Educator Program Coordinator:**
Per Article 12 “Additional Compensation, H. Resident Educator Program,” approve Angela Nonno as the Program Coordinator for the Resident Educator Summative Assessment (RESA) program for the 2026-27 school year to be paid by authorized time sheet at 120% of the current Summer Work Rate, reimbursed up to 30 hours.

2026-8 26 (11)

- 7. Approve Career Technical Student Organization (CTSO) Coordinators:**
In accordance with Article 12, “Additional Compensation” Item F, “Student Activities” of the Agreement between Cuyahoga Valley Career Center Board of Education and the Cuyahoga Valley Federation of Teachers, approve the following instructors to be CTSO Coordinators for the 2026-27 school year.

- * Julie Jakubczak – SkillsUSA
- * Jami Little – Business Professionals of America (BPA)
- * Angela Nonno – Educator’s Rising
- * Victoria Vachon - HOSA

2026-8 26 (12)

- 8. Overnight Field Trip:**
Approve a student overnight trip to attend Ohio ACTE Legislative Seminar in Columbus, Ohio February 23-25, 2027 for eight students, Legislative Liaison Kelli Casini, and Chaperones Charles Russo and Erin Bugarcic. In accordance with Article 12, “Additional Compensation, J. Other Supplementals” of the agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of

Teachers, approve eligible instructors for Student Activity pay. Instructors' and students' expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip is subject to cancellation by Superintendent dependent upon world events.

2026-8 26 (13)

C. CLASSIFIED

1. Employment:

Per **Resolution #2026-6 22 (15)**, employ Nour Bakr as Computer Technician, effective July 22, 2026, through June 30, 2028, on a two-year limited contract for 260 days annual at Computer Technician, Step 0, per the agreement between the Cuyahoga Valley Career Center Board of Education and the Ohio Association of Public School Employees (OAPSE).

2026-8 26 (14)

2. Unpaid Leave of Absence:

Approve unpaid leave of absence of Tyler Snoddy, Custodian, from July 10, 2026, through September 7, 2026.

2026-8 26 (15)

3. Student Employment:

Approve the employment of Karon Blackmon, Simon Conte, and Devin O'Rourke to perform services on an as needed basis at the current Student Employment Rate effective August 19, 2026, through the 2026-27 school year.

2026-8 26 (16)

ROLL CALL:

Mr. Head _____ Mrs. Malec _____ Mrs. O'Neill _____

Mr. Suchocki _____ Mr. Virost _____ Mrs. Arendt _____

Mrs. Burke _____ Ms. Cox _____ Mrs. Crawford _____

Move: **Mrs. Malec** Second: **Mrs. Arendt** Status: **Passed: 8-0**

XIII. NEW BUSINESS – Non-personnel

Resolution # **2026-8 27** Other Items Recommended (may be handled as one motion).

Move to accept all of the following items, as recommended by the Superintendent.

1. Disposal of Inventory Items:

Approve the disposal of inventory items as listed:

- *Disposals August 2026*

2026-8 27 (1)

2. Donations:

Accept donations as per **Resolution #1976-167**.

- *Donations August 2026*

2026-8 27 (2)

3. Approve Memorandum of Understanding:

Approve utilization of Student Resource Officer and three-year Memorandum of Understanding between Cuyahoga Valley Career Center and the City of Brecksville, Ohio beginning October 1, 2026, through September 30, 2029.

- *Student Resource Officer MOU 2026*

2026-8 27 (3)

4. Adult, Tuition, Community School Students Enrolled in High School Programs:

Approve adult, tuition, and community school students for enrollment in high school programs as listed.

- *Adult, Tuition, Community School Students in HS Programs List 2026-27*

2026-8 27 (4)

5. Professional Meeting Days:

Approve Superintendent David Mangas and Assistant Principal Ashlee Ward to attend ACTE's National Policy Seminar in Washington, D.C., March 7-11, 2027. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.

2026-8 27 (5)

6. Professional Meeting Days:

Approve Assistant Superintendent Marcy Green to attend the 2027 NACTEi Perkins Conference in Charlotte, North Carolina, April 24-30, 2027. Expenses to be paid in accordance with CVCC Board Policy and Administrative Guidelines. Trip subject to cancellation by Superintendent dependent upon world events.

2026-8 27 (6)

7. Authorize to Pay Brecksville Police Officers:

Authorize payment of Brecksville police officers during the 2026-27 school year as needed.

2026-8 27 (7)

8. Authorize Funds for Career Technical Education (CTE) Partnership:

Authorize CVCC to provide funding in the amount of \$30,000 for each partner district for FY27. Funds will support Career and Technical Education through activities/projects agreed to by the CVCC Superintendent and Associate District Superintendents as listed in the attachment.

- *CVCC Partnership Funding Proposal Form FY27*

2026-8 27 (8)

9. Authorize Funds for Career Technical Education (CTE) Middle School Career Connections Partnership:

Authorize CVCC to provide funding in the amount of \$4,000 for each partner district for FY27. Funds will be allocated to partner districts that offer career connections courses (course code 990364) at the seventh grade (\$2,000 allocated) and eighth grade (\$2,000 allocated) levels. Funds are intended to offset the cost of supplies. The CVCC Superintendent will verify course offerings and approve annually for the CVCC Treasurer to process payment.

2026-8 27 (9)

10. Approve Utilizing the School Emergency and Safety Plan Services:

Approve utilizing the Ohio Schools Council for School Emergency and Safety Plan Services at a cost of \$225.00 from July 1, 2026, through June 30, 2027.

2026-8 27 (10)

11. Membership in HPS Group Purchasing Program:

Approve membership in the HPS Group Purchasing Program for the 2026-27 school year in the amount of \$960.00.

2026-8 27 (11)

12. Approve Agreement:

Approve Individual Microcredential Assistance Program (IMAP) Grant agreement between Cuyahoga Valley Career Center and the Ohio Department of Development for them to provide reimbursement for approved training credentials.

- *IMAP Agreement-Round 7*

2026-8 27 (12)

13. Approve Statement of Work:

Approve Statement of Work between Cuyahoga Valley Career Center and Desidara for the 2026-27 school year.

- *Desidara-CVCC-SOW: 2026-2027 Marketing Tactics*

2026-8 27 (13)

14. Approve Agreement:

Approve Tower Training Agreement between Cuyahoga Valley Career Center and East Tech Technical Rescue Team for CVCC to provide access to training towers for up to 20 students.

- *East Tech Technical Rescue Team Agreement*

2026-8 27 (14)

15. Approve Agreement:

Approve agreement between Cuyahoga Valley Career Center and GED Integrated Solutions, Inc.

- *GED Integrated Solutions Agreement – Welding 1*

2026-8 27 (15)

16. Approve Agreement:

Approve agreement between Cuyahoga Valley Career Center and Worthington Steel for CVCC to provide an instructor to teach one 10-month Multi-Craft Maintenance program for one (1) employee.

- *Worthington Steel – Multi-Craft Maintenance Program*

2026-8 27 (16)

17. Authorize Change Order:

Authorize change order in amount not to exceed \$27,340.96 for Summit Construction Company for Additional Electrical Outlets, Power Poles, and Bus Ducts in the Renovated Architectural & Mechanical Design Classroom and Lab Space.

WHEREAS, the District has previously contracted for construction manager at risk services with Summit Construction Company; and

WHEREAS, the Additional Electrical needs were not in the original scope of Summit Construction Company's contract; and

WHEREAS, Summit Construction Company has solicited bids for the Additional Electrical needs and the work associated with the project; and

WHEREAS, Summit Construction has submitted a change order for \$27,340.96 for the work.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Cuyahoga Valley Career Center, Counties of Cuyahoga and Summit, Ohio, that:

Section 1. The Treasurer of this Board is hereby authorized to sign, acknowledge and deliver, in the name of and on behalf of the School District, a change order for the Additional Electrical Outlets, Power Poles, and Bus Ducts to be used in the renovated Architectural & Mechanical Design Classroom and Lab Space in an amount not to exceed \$27,340.96.

Section 2. The Treasurer of this Board and the Superintendent, or such other School District officials as shall be designated by those officials, as appropriate, are each authorized and directed to sign any certificates or documents, and to take such other actions as are desirable, advisable, necessary or appropriate, to consummate the transactions contemplated by this Resolution.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

- *Change Order: Additional Electrical Needs for AMD Space*

2026-8 27 (17)

ROLL CALL:

Mrs. Malec _____ Mrs. O'Neill _____ Mr. Suchocki _____

Mr. Virost _____ Mrs. Arendt _____ Mrs. Burke _____

Ms. Cox _____ Mrs. Crawford _____ Mr. Head _____

Move: **Mrs. Burke** Second: **Mrs. Crawford** Status: **Passed: 8-0**

XIV. ADJOURN

7:40 p.m.

ROLL CALL:

Mrs. O'Neill _____ Mr. Suchocki _____ Mr. Virost _____

Mrs. Arendt _____ Mrs. Burke _____ Ms. Cox _____

Mrs. Crawford _____ Mr. Head _____ Mrs. Malec _____

Move: **Mrs. Crawford** Second: **Mrs. Malec** Status: **Passed: 8-0**

***Next meeting: Thursday, September 24, 2026, at 6:00 p.m. in Conference Room A.**

*APPROVED: _____

*ATTESTED: _____

*DATE: _____



Business & Finance Committee Meeting Minutes

Date: August 27, 2026

Location: Conference Room B

Start Time: 5:30 p.m.

End Time: 5:50 p.m.

Attendees: Chairperson James Virost, Board Members Rhonda Crawford and Gary Suchocki, Treasurer Rick Berdine, Superintendent David Mangas

Reports

August 2026 Financial Forecast

Approved

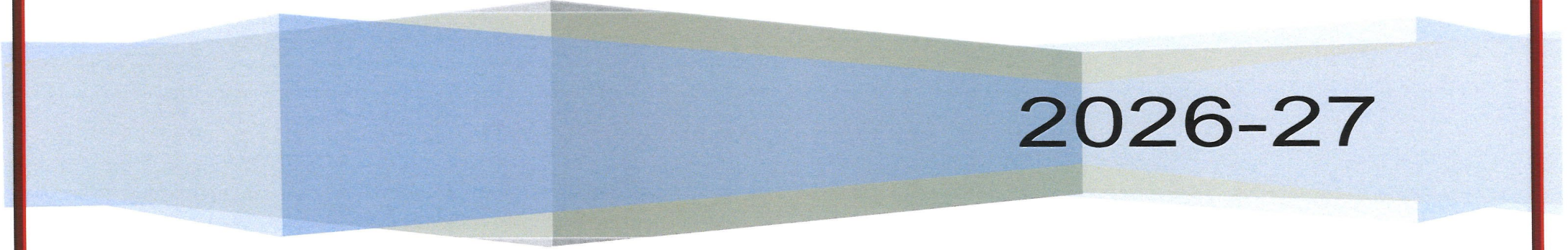
Attested

Date

CUYAHOGA VALLEY CAREER CENTER

August, 2026

Richard A. Berdine, Treasurer



2026-27

CUYAHOGA VALLEY
CAREER CENTER

Forecast Comparison - General Operating Fund - August 2026

CUYAHOGA VALLEY
CAREER CENTER

	Current Month FCST Estimate	Current Month Actuals	Prior FY Month Actuals	Variance- Current Month Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 5,100,000	\$ 1,587,059	\$ 3,741,114	\$ (3,512,942)	timing of tax advances compared to prior fiscal years, County distributions in flux following implementation of property tax reform legislation, HB186 supplement for inflationary cap recorded in Property Tax Allocation below
1.020 - Public Utility Personal Property Tax	\$ 220,000	\$ -	\$ 204,104	\$ (220,000)	timing of tax advances/settlements compared to prior fiscal years
1.035 - Unrestricted Grants-in-Aid	\$ 151,000	\$ 151,649	\$ 146,190	\$ 649	
1.040 - Restricted Grants-in-Aid	\$ 43,380	\$ 45,591	\$ 76,845	\$ 2,211	
1.050 - Property Tax Allocation	\$ -	\$ 1,456,307	\$ -	\$ 1,456,307	HB186 supplement for inflationary cap posted her per State instructions but revenue estimate part of General Property Tax estimate above for FCST, will be corrected for February 2027 FCST update
1.060 - All Other Operating Revenues	\$ 119,300	\$ 75,678	\$ 147,253	\$ (43,622)	timing of interest earnings compared to prior fiscal years
1.070 - Total Revenue	\$ 5,633,680	\$ 3,316,283	\$ 4,315,505	\$ (2,317,397)	
Other Financing Sources:					
2.050 - Advances In	\$ 185,000	\$ 185,000	\$ 157,000	\$ -	
2.060 - All Other Financing Sources	\$ 32	\$ -	\$ -	\$ (32)	
2.080 Total Revenue and Other Financing Sources	\$ 5,818,712	\$ 3,501,283	\$ 4,472,505	\$ (2,317,429)	
Expenditures:					
3.010 - Personnel Services	\$ 765,000	\$ 711,210	\$ 753,933	\$ 53,790	timing of payments compared to prior fiscal years
3.020 - Employees' Retirement/Insur. Benefits	\$ 253,447	\$ 251,113	\$ 220,954	\$ 2,334	
3.030 - Purchased Services	\$ 263,000	\$ 307,596	\$ 239,553	\$ (44,596)	timing of payments compared to prior fiscal years
3.040 - Supplies and Materials	\$ 151,000	\$ 77,717	\$ 45,406	\$ 73,283	timing of payments compared to prior fiscal years
3.050 - Capital Outlay	\$ 1,720	\$ -	\$ 10,450	\$ 1,720	
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 67,000	\$ 12,688	\$ 61,314	\$ 54,312	timing of payments compared to prior fiscal years
4.500 - Total Expenditures	\$ 1,501,167	\$ 1,360,325	\$ 1,331,609	\$ 140,842	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ 528,000	\$ 545,835	\$ 2,591,560	\$ (17,835)	additional transfer approved by Board in August for electrical change order, overall transfers included in forecast are sufficient
5.020 - Advances Out	\$ 185,000	\$ 185,000	\$ 185,000	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ -	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 2,214,167	\$ 2,091,160	\$ 4,108,169	\$ 123,007	
Surplus/(Deficit) for Month	\$ 3,604,545	\$ 1,410,124	\$ 364,336	\$ (2,194,421)	

Cuyahoga Valley Career Center



CUYAHOGA VALLEY
CAREER CENTER

Forecast Comparison - General Operating Fund - August 2026



CUYAHOGA VALLEY
CAREER CENTER

	Current FYTD FCST Estimate	Current FYTD Actuals	Prior FYTD Actuals	Variance- Current FYTD Actuals to Estimate	Explanation of Variance
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 6,560,731	\$ 3,047,790	\$ 6,622,475	\$(3,512,941)	timing of tax advances compared to prior fiscal years, County distributions in flux following implementation of property tax reform legislation, HB186 supplement for inflationary cap recorded in Property Tax Allocation below
1.020 - Public Utility Personal Property Tax	\$ 220,000	\$ -	\$ 204,104	\$ (220,000)	timing of tax advances/settlements compared to prior fiscal years
1.035 - Unrestricted Grants-in-Aid	\$ 271,407	\$ 272,056	\$ 261,164	\$ 649	
1.040 - Restricted Grants-in-Aid	\$ 84,843	\$ 87,054	\$ 154,325	\$ 2,211	
1.050 - Property Tax Allocation	\$ -	\$ 1,456,307	\$ -	\$ 1,456,307	HB186 supplement for inflationary cap posted her per State instructions but revenue estimate part of General Property Tax estimate above for FCST, will be corrected for February 2027 FCST update
1.060 - All Other Operating Revenues	\$ 206,844	\$ 163,222	\$ 242,990	\$ (43,622)	timing of interest earnings compared to prior fiscal years
1.070 - Total Revenue	\$ 7,343,825	\$ 5,026,429	\$ 7,485,058	\$(2,317,396)	
Other Financing Sources:					
2.050 - Advances In	\$ 185,000	\$ 185,000	\$ 157,000	\$ -	
2.060 - All Other Financing Sources	\$ 32	\$ -	\$ -	\$ (32)	
2.080 Total Revenue and Other Financing Sources	\$ 7,528,857	\$ 5,211,429	\$ 7,642,058	\$(2,317,428)	
Expenditures:					
3.010 - Personnel Services	\$ 1,574,166	\$ 1,520,376	\$ 1,469,133	\$ 53,790	timing of payments compared to prior fiscal years
3.020 - Employees' Retirement/Insur. Benefits	\$ 489,043	\$ 486,709	\$ 438,737	\$ 2,334	
3.030 - Purchased Services	\$ 457,660	\$ 502,258	\$ 428,145	\$ (44,598)	timing of payments compared to prior fiscal years
3.040 - Supplies and Materials	\$ 208,250	\$ 134,967	\$ 191,954	\$ 73,283	timing of payments compared to prior fiscal years
3.050 - Capital Outlay	\$ 1,720	\$ -	\$ 10,450	\$ 1,720	
3.060 - Intergovernmental	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 239,318	\$ 185,006	\$ 209,240	\$ 54,312	timing of payments compared to prior fiscal years
4.500 - Total Expenditures	\$ 2,970,157	\$ 2,829,316	\$ 2,747,659	\$ 140,841	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ 528,000	\$ 545,835	\$ 2,591,560	\$ (17,835)	additional transfer approved by Board in August for electrical change order, overall transfers included in forecast are sufficient
5.020 - Advances Out	\$ 185,000	\$ 185,000	\$ 185,000	\$ -	
5.030 - All Other Financing Uses	\$ -	\$ -	\$ -	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 3,683,157	\$ 3,560,151	\$ 5,524,219	\$ 123,006	September 2026 Board Exhibits Page 17 of 71
Surplus/(Deficit) FYTD	\$ 3,845,700	\$ 1,651,278	\$ 2,117,839	\$(2,194,422)	

Cuyahoga Valley Career Center



Revenue Analysis Report - General Operating Fund Only - FY27



	Local Revenue				State Revenue			Non-Operating*	Total Revenue
	Taxes		Interest	Other Local	Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid		
	Real Estate	Personal Property							
July	1,460,731	-	87,469	75	120,407	-	41,463	-	1,710,145
August	1,587,059	-	76,128	(450)	151,649	1,456,307	45,591	185,000	3,501,283
September	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
Totals	\$3,047,790	\$0	\$163,597	(\$375)	\$272,056	\$1,456,307	\$87,054	\$185,000	\$5,211,429
% of Total	58.48%	0.00%	3.14%	-0.01%	5.22%	27.94%	1.67%	3.55%	
*Non-Operating Revenue includes advances in, and refund of prior year expenditures.									

Cuyahoga Valley Career Center



Expenditure Analysis Report - General Operating Fund - FY27



	Salaries	Benefits	Services	Supplies	Equipment	Intergov.	Other-Dues/Fees	Non-Operating*	Total Expenses
July	809,166	235,596	194,660	57,250	-	-	172,318	-	1,468,991
August	711,210	251,113	307,596	77,717	-	-	12,688	730,835	2,091,160
September	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
January	-	-	-	-	-	-	-	-	-
February	-	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-
TOTALS	\$1,520,377	\$486,709	\$502,257	\$134,967	\$0	\$0	\$185,007	\$730,835	\$3,560,151
% of Total	42.71%	13.67%	14.11%	3.79%	0.00%	0.00%	5.20%	20.53%	

**Non-Operating expenses include advances and transfers out.*

Operating Fund includes General Fund (001) only

Cuyahoga Valley Career Center



**CUYAHOGA VALLEY
CAREER CENTER**

August 2026

FINSUMM Financial Summary

Fund	Fund Name	Beginning Balance 7/1/2026	Monthly Receipts	Fiscal Year To Date Receipts	Monthly Expenditures	Fiscal Year To Date Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$20,528,169.11	\$3,501,283.33	\$5,211,428.64	\$2,091,159.81	\$3,560,150.75	\$22,179,447.00	\$1,324,598.53	\$20,854,848.47
003	Permanent Improvement	\$5,351,041.02	\$424,840.96	\$424,840.96	\$1,475,074.24	\$2,380,858.17	3,395,023.81	\$2,681,623.05	713,400.76
006	Food Service	\$16,808.51	\$185,528.75	\$185,543.75	\$106,584.66	\$113,214.97	89,137.29	\$12,550.00	76,587.29
008	Endowment	\$37,306.55	\$92.57	\$213.30	\$4,000.00	\$4,000.00	33,519.85	\$0.00	33,519.85
009	Uniform School Supplies	\$12,197.77	\$105,606.53	\$113,197.53	\$60,230.20	\$60,230.20	65,165.10	\$49,036.64	16,128.46
011	Rotary-Special Services	\$125,649.97	(\$30.41)	\$248.59	(\$174.65)	\$838.95	125,059.61	\$21,021.97	104,037.64
012	Adult Education	\$1,361,374.51	\$146,795.39	\$226,283.64	\$166,081.22	\$336,608.25	1,251,049.90	\$237,938.23	1,013,111.67
018	Public School Support	\$368,846.44	\$5,781.27	\$136,832.72	(\$6,958.29)	\$4,598.99	501,080.17	\$23,593.85	477,486.32
019	Other Grants	\$63,203.72	\$0.00	\$0.00	\$6,783.09	\$6,783.09	56,420.63	\$3,816.64	52,603.99
022	District Agency	\$23,982.82	\$43,701.62	\$45,153.24	\$43,874.28	\$52,151.38	16,984.68	\$0.00	16,984.68
200	Student Managed Activity	\$64,794.80	\$1,297.97	\$1,493.97	\$54.27	\$213.26	66,075.51	\$2,518.43	63,557.08
451	Data Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00
495	CTE Construction Grant	\$34,915.46	\$0.00	\$0.00	\$40,802.40	\$40,802.40	(5,886.94)	\$0.00	(5,886.94)
499	Miscellaneous State Grants	\$56,431.75	\$0.00	\$1,000.00	\$361.99	\$361.99	57,069.76	\$1,996.76	55,073.00
524	Carl Perkins Grants	(\$30,021.41)	\$38,867.04	\$38,867.04	\$22,780.57	\$33,501.17	(24,655.54)	\$82,267.36	(106,922.90)
	Grand Totals (ALL Funds)	\$28,014,701.02	\$4,453,765.02	\$6,385,103.38	\$4,010,653.79	\$6,594,313.57	\$27,805,490.83	\$4,440,961.46	23,364,529.37

Cuyahoga Valley Career Center



Cash Reconciliation



August 31, 2026

Cash Summary Report Balance			\$ 27,805,490.83
Bank Balance:			
PNC - Main Checking	1,278,576.32		
PNC - Merchant Svcs.	21,514.37		
PNC - Payroll Holding	40,000.00		
		\$ 1,340,090.69	
Investments:			
U.S. Bank: Meeder Investment Managers			
Managed Portfolio	22,957,579.68		
STAR Ohio	3,530,693.04		
		\$ 26,488,272.72	
Petty Cash:			
Administrative Office	1,500.00		
	-		
	-		
		\$ 1,500.00	
Change Fund:			
	-		
	-		
	-		
	-		
		\$ -	
Less: Outstanding Checks		\$ (25,669.70)	
Outstanding Deposits/Other Adjustments:			
Credit Card Receipts in Transit	1,297.12		
Deposit in Transit	-		
Payroll in Transit	-		
Refund in Transit	-		
		\$ 1,297.12	
Bank Balance			\$ 27,805,490.83
Variance			\$ -

Cuyahoga Valley Career Center



CUYAHOGA VALLEY
CAREER CENTER

August 2026

Appropriation Summary

		FYTD	Prior FY	FYTD	FYTD	MTD		FYTD	FYTD
Fund		Appropriated	Carryover	Expendable	Expenditures	Actual	Current	Unencumbered	Percent
			Encumbrances			Expenditures	Encumbrances	Balance	Exp/Enc
001	General Fund	\$23,143,384.00	\$238,449.78	\$23,381,833.78	\$3,560,150.75	\$2,091,159.81	\$1,324,598.53	18,497,084.50	20.89%
003	Permanent Improvement	\$4,862,000.00	\$3,884,632.19	\$8,746,632.19	\$2,380,858.17	\$1,475,074.24	\$2,681,623.05	3,684,150.97	57.88%
006	Food Service	\$283,175.00	\$0.00	\$283,175.00	\$113,214.97	\$106,584.66	\$12,550.00	157,410.03	44.41%
008	Endowment	\$15,000.00	\$0.00	\$15,000.00	\$4,000.00	\$4,000.00	\$0.00	11,000.00	26.67%
009	Uniform School Supplies	\$140,000.00	\$0.00	\$140,000.00	\$60,230.20	\$60,230.20	\$49,036.64	30,733.16	78.05%
011	Rotary-Special Services	\$53,240.00	\$220.21	\$53,460.21	\$838.95	(\$174.65)	\$21,021.97	31,599.29	40.89%
012	Adult Education	\$1,953,944.25	\$72,103.06	\$2,026,047.31	\$336,608.25	\$166,081.22	\$237,938.23	1,451,500.83	28.36%
018	Public School Support	\$307,022.00	\$21,501.71	\$328,523.71	\$4,598.99	(\$6,958.29)	\$23,593.85	300,330.87	8.58%
019	Other Grants	\$63,203.72	\$0.00	\$63,203.72	\$6,783.09	\$6,783.09	\$3,816.64	52,603.99	16.77%
022	District Agency	\$672,000.00	\$4,228.50	\$676,228.50	\$52,151.38	\$43,874.28	\$0.00	624,077.12	7.71%
200	Student Managed Activity	\$97,771.00	\$0.00	\$97,771.00	\$213.26	\$54.27	\$2,518.43	95,039.31	2.79%
451	Data Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	#DIV/0!
495	CTE Construction Grant	\$0.00	\$34,915.46	\$34,915.46	\$40,802.40	\$40,802.40	\$0.00	(5,886.94)	116.86%
499	Miscellaneous State Grants	\$56,331.75	\$100.00	\$56,431.75	\$361.99	\$361.99	\$1,996.76	54,073.00	4.18%
524	Carl Perkins Grants	\$446,703.70	\$8,968.68	\$455,672.38	\$33,501.17	\$22,780.57	\$82,267.36	339,903.85	25.41%
Totals		\$32,093,775.42	\$4,265,119.59	\$36,358,895.01	\$6,594,313.57	\$4,010,653.79	\$4,440,961.46	\$25,323,619.98	30.35%

Cuyahoga Valley Career Center



Check Register for Checks > \$9,999.99

August 2026



Vendor	Amount	Fund	Description
Accellis Technology Group LLC	\$ 22,817.71	001	Email security/archiver service plan renewal
Binary Defense Systems Inc.	\$ 17,411.59	001	Cybersecurity license/support renewals
Career Safe LLC	\$ 11,171.00	001	Employability skills and OSHA training software license
CDW-G	\$ 174,274.00	001/003	Technology equipment and software license renewals
Elsevier Science	\$ 12,346.50	001	Medical assisting and dental assisting instructional materials
Energy Mechanical Corp	\$ 31,707.20	001	HVAC services/supplies
GPD Group	\$ 40,802.40	495	Architectural/engineering services
Gov Connection	\$ 44,219.18	001	Instructional technology license renewals
Goodheart-Willcox Co.	\$ 17,986.28	001	Textbooks for Parks & Environmental Resources program
Cengage Learning	\$ 14,258.75	012/001	Textbooks/workbooks for adult education and high school programs
Illuminating Co.	\$ 18,382.61	001	Electricity
NEONET	\$ 112,106.45	003/001	Installation of switches/cables, technology/software support services
Panzica Construction	\$ 89,824.31	003	Building renovations
Robertson Heating Supply	\$ 11,210.78	524	Adult Education HVAC supplies
Summit Construction Company	\$ 186,202.51	003	Building renovations
Willham Roofing Co. Inc.	\$ 942,984.00	003	Area 7 roof replacement
Moscarino Outdoor Creations	\$ 17,195.41	001	Lawn care maintenance
VALIC	\$ 17,735.50	001	Retiree severance payment
PNC Bank	\$ 25,090.83	various	Advertising, staff travel, technology supplies, staff meetings, student competition/conference travel, student testing, subscriptions, instructional supplies, food for events, membership dues, software, office supplies
PNC Bank	\$ 12,435.78	various	Medicare
SERS	\$ 34,294.43	various	Classified retirement
STRS	\$ 89,874.79	various	Certified retirement
Suburban Health Consortium	\$ 116,040.72	various	Employee benefits insurance premiums

CVCC Adult Education Forecast Monthly Cash Flow Data Entry										
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[illegible]

2025-26 CVFT SALARY ADJUSTMENTS (for 2026-27 salary)						
Employee	Current Step	Hrs in Bank	Hrs Earned	Total Hours	Movement	Hrs in Bank
David Eichler	0A	0.00	21.00	21.00	0C	1.00
Joseph McNamee	16D	0.00	Master's Degree		16E	0.00
Heather Nelligan	13F	1.00	9.00	10.00	13G	0.00
Michael Zana	13D	0.00	Master's Degree		13E	0.00

CVCC Board of Education
Thursday, September 24, 2026

Professional Growth Days:

In accordance with Article 12 of the Agreement between Cuyahoga Valley Career Center and the Cuyahoga Valley Federation of Teachers, approve the following staff person(s) for professional growth days and/or out of state trips. Professional growth days are granted outside of the normal working day.

First Name	Last Name	Days/Hours	Start Date	End Date	Activity	In-person or Virtual	Location
Stephanie	Duttry	30 hours	9/30/2026	12/31/2026	Shake Up Learning ALL ACCESS Professional Development Courses and Resources	Virtual	

September 2026

Removal of Equipment from Inventory

Program Area & Item

Power Equipment Technology

- (1) Rockwell Delta Drill Press

Adult Education School of Nursing

Textbooks for Disposal

- (1) Adult Health Nursing; Cooper, Gosnell, 9th Edition ISBN 978-0323812054 Textbook
- (1) Adult Health Nursing; Cooper, Gosnell, 7th Edition ISBN 978-0323100021 Textbook
- (1) Adult Health Nursing, Christensen, Kockrow, 6th Edition, ISBN 978-0323057363
- (4) Adult Health Nursing, Virtual Clinical Experience, 6th Edition ISBN 978-0323073783
- (2) Applying Nursing Process & Diagnosis, 5th Edition ISBN 978-0803619098
- (1) Applying Nursing Process: Tool for Critical Thinking, 6th Edition ISBN 978-0781753784
- (3) Basic Pharmacology for Nurses, Clayton, Willihnganz, 16th Edition ISBN 978-032086547
- (1) Basic Pharmacology for Nurses, Clayton, Willihnganz, 17th Edition ISBN 9780323311120
- (2) Basic Pharmacology for Nurses, Clayton, Cooper, 15th Edition ISBN 978-0323057806
- (1) Calculate with Confidence, 4th Edition ISBN 978-0323029285
- (2) Basic Pharmacology for Nurses, Clayton, Willihnganz, ISBN 978-80323550611
- (1) Clinical Nursing Skills, Basic to Advanced, 7th Edition ISBN 9780132243551
- (2) Clinical Simulations for Nurs Edu-Instruction & Learner Volumes ISBN 978-0803621770
- (1) Comprehensive Review for NCLEX-PN Exam, 5th Edition ISBN 978-0323429337
- (1) Concept Mapping: Critical Thinking Approach, 2nd Edition ISBN 978-0803615670
- (5) Davis' Lab & Diagnostic Tests w/ Nursing Implications, 4th Edition ISBN 978-0803623040
- (4) Davis' Lab & Diagnostic Tests w/ Nursing Implications, 3rd Edition ISBN 978-0803620681
- (1) Davis' Basic Math Review for Nursing, 2nd Edition ISBN 9780803656598
- (3) Davis' Drug Guide for Nurses, 18th Edition ISBN 978-1719646406
- (3) Davis' Drug Guide for Nurses, 17th Edition ISBN 978-1719640053
- (2) Davis' Drug Guide for Nurses, 18th Edition ISBN 978-0803657052
- (2) Davis' Drug Guide for Nurses, 16th Edition ISBN 978-0803669451
- (2) Davis' Drug Guide for Nurses, 14th Edition ISBN 978-0803639768
- (4) Davis' Drug Guide for Nurses, 13th Edition ISBN 978-0803628335
- (3) Diagnostic & Lab Tests Reference, Mosby's, 8th Edition ISBN 978-0323030212
- (1) Dorland's Illustrated Medical Dictionary ISBN 0721662544
- (1) Dorland's Medical Speller ISBN 0721635997
- (2) Encyclopedia & Dictionary of Medicine, Nursing & Allied Health, 7th Edition, Miller-Keane, 7th Edition ISBN 978-1416026044
- (1) Essentials of A & P ISBN 978-0803639577
- (1) Essentials of Psych Mental Health Nursing; Concepts of Care, 7th Edition ISBN 978-0803658608

- (5) Foundations of Adult Health Nursing, 6th Edition ISBN 978-0323057318
- (6) Foundations of Adult Health Nursing, 7th Edition ISBN 978-0323112192
- (2) Foundations of Adult Health Nursing, 7th Edition, Cooper-Gosnell, ISBN 978-0323100014
- (5) Foundations of Adult Health Nursing, 6th Edition, Christensen-Kockrow ISBN 978-0323057318
- (1) Foundations of Pediatric Nursing, 3rd Edition ISBN 978-1428317765
- (5) Foundations of Nursing Study Guide, 6th Edition ISBN 978-0323057325
- (1) Foundations of Nursing, Cooper-Kim, 9th Edition ISBN 978-0323812030
- (4) Foundations of Nursing, Christensen-Kockrow, 6th Edition ISBN 978-0323057325
- (1) Foundations of Nursing, 5th Edition ISBN 978-0323033411
- (1) Fundamentals of Mental Health Nursing ISBN 978-08036214017
- (2) Fundamentals of Nursing Care, 2nd Edition ISBN 978-0803639744
- (1) Hogan Comp Review for NCLEX-PN, 2nd Edition ISBN 978-0132621410
- (2) The Human Body in Health & Disease, 4th Edition ISBN 0323031625
- (1) Human Body in Health & Illness, 5th Edition ISBN 978-1455772346
- (1) Human Diseases, 3rd Edition ISBN 978-1435427518
- (1) Intro to Clinical Pharmacology, 5th Edition ISBN 978-0323661171
- (1) Intro to Clinical Pharmacology Study Guide, 5th Edition ISBN 978-0323661171
- (2) Intro Clinical Pharmacology, 8th Edition ISBN 978-0781775953
- (1) Intro Maternity & Pediatric Nursing ISBN 978-0781736909
- (2) Language of Medicine, 6th Edition ISBN 978-0721685694
- (1) Lippincotts Review for NCLEX-PN ISBN 978-0781737913
- (1) LPN Pre LVN Entrance Exam, 2nd Edition ISBN 978-0763724870
- (1) Luck Man, Michael J. Fox ISBN 978-0786888740
- (1) Med Language Term in Context ISBN 978-0803626836
- (3) Medical Surgical Nursing, 11th Edition ISBN 978-03238788340
- (1) Med Surgical Nursing Care, 2nd Edition ISBN 978-0131714724
- (1) Medical Terminology A Short Course, 3rd Edition ISBN 978-0721695532
- (1) Medical Terminology in a Flash!, 2nd Edition ISBN 978-0803625662
- (1) Memmler's Human Body in Health & Disease, 10th Edition ISBN 978-0781742320
- (1) Memmler's Structure & Function of Human Body, 8th Edition ISBN 978-0781742337
- (3) Mosby's Comp Review of Practical Nursing for NCLEX-PN, 16th Edition ISBN 978-032069410
- (1) Mosby's Comp Review of Practical Nursing for NCLEX-PN ISBN 978-0323019521
- (2) Mosby's Dictionary of Med, Nursing & Health, 8th Edition ISBN 978-0323049375
- (1) 2023 Nurse's Drug Handbook ISBN 978-1284274103
- (1) 2024 Nurse's Drug Handbook ISBN 978-1284288674
- (1) 2022 Nurse's Drug Handbook ISBN 978-1975158880



Desidara

Cuyahoga Valley Career Center -
Service Level Agreement: CVCCworks.edu

Updated 07.23.2026

Cuyahoga Valley Career Center - Service Level Agreement: CVCCworks.edu Website Support

Author: Sue Grabowski and Mark Gorog

Page 1

© Desidara, 2026

Overview

The following is an important overview of this Desidara Service Level Agreement (SLA).

Purpose

This Service Level Agreement ("SLA" or "Agreement") proposes actions that, once approved, will be taken by Desidara to achieve objectives on behalf of a client related to the provisioning of website support services required to support and sustain a product or service.

This Agreement outlines the parameters of all website support services covered as they are mutually understood by the Principals defined below. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Principals

This SLA is applicable exclusively to the following Principals:

Client

The Client to whom this SLA applies is Cuyahoga Valley Career Center (CVCC), a company based in Brecksville, Ohio, that addresses as its primary business concern career-technical high school programs, adult education, K-12 career education, and community services.

Provider

The Provider to whom this SLA applies is Desidara, a company based in Uniontown, Ohio, that addresses as its primary business concern marketing communications services.

Expiration

The Provider's offer to perform the work proposed under the terms of this SLA shall expire if signed acceptance of this document is not received from the Client on or before September 15, 2026.

Completion

The terms of this SLA shall apply commencing with signed acceptance of its terms. It shall remain valid until superseded by a revised agreement mutually endorsed by the Principals, or until the agreement is terminated upon request of the Client.

Termination

Once this SLA has been signed as accepted, the Client may rescind the acceptance of this SLA and receive a refund of payment made for work to be performed under the terms of this SLA by notifying the Provider no fewer than five (5) business days before commencement of said work.

Rescission or termination of this SLA fewer than five (5) days before said work commences or after said work has commenced may result in a full, partial, or no refund to the Client. Should such untimely cancellation occur, the Provider shall furnish the Client with a refund schedule within ten (10) business days of cancellation explaining when refunded payment, if any, shall be returned to the Client along with an explanation of any un-refunded payment.

Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. The Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Provider Single Point of Contact ("SPOC" or "Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the Principals and

- Monitor contact form for robo-form-filler activity. Client will be notified if there are any activities that require actions outside of the scope of this SLA.
- Keep WordPress and Gravity Form installation versions up-to-date
- Keep plug-ins up-to-date
- Keep PHP version up-to-date
- Perform website corrections directly related to the updates detailed above, if any of the updates do not function as expected.
- Website and gravity form hosting.
- Provide emergency website assistance (additional costs apply). Emergency assistance is any request for which a response is required the same day as the request.

Client Requirements

Client responsibilities and/or requirements in support of this Agreement include:

- Client shall provide payment for all support costs at the agreed interval.
- Client shall provide reasonable availability of Client representative(s) when resolving a product and/or service-related incident or request.

Provider Requirements

Provider responsibilities and/or requirements in support of this Agreement include:

- The Provider shall notify the Client if the request is expected to go beyond the scope of the allotted (4) SLA hours and will require additional time and cost.
- The Provider shall deliver to the Client clear Action Authorizations or Scopes of Work for any services that fall outside of the SLA and will require written approval from the Client before proceeding with the action.

Service Requests

In support of services outlined in this Agreement, the Provider will respond to service-related incidents and/or requests submitted by the Client within the following time frames:

- Work related to services outlined in this SLA will begin within five (5) business days of the Client request. The Provider will communicate an estimated completion date at the time work is initiated.
- Rush services with a requested completion date of less than five (5) business days are not included in this SLA, and will be billed at Provider's rush hourly rate of \$270.00 USD/hour.

Costs

The following cost considerations apply to the actions listed in this SLA:

- The Client will be billed \$750.00 USD per month for hosting services, technical support and monthly assessments.
 - Itemized Costs:
 - Platform and gravity form hosting: \$35.00 USD/month
 - Monthly website security and infrastructure updates: \$175.00 USD/month
 - Four (4) hours of monthly website support and new feature/content requests: \$540.00 USD/month
- Work performed outside standard office hours or work with a requested completion date of less than five (5) business days will be billed at the Provider's hourly rate of \$270.00 USD/hour.



General Risks

By accepting this SLA, the Client agrees to accept all risks associated with the performance of actions proposed in the "Service Agreement" section of this document, including:

1. Changes requested by the Client to agreed-upon components of this SLA may result in a negative impact to cost and delivery schedules.
2. Failure on behalf of the Client to issue authorization required by the Provider for any component of this SLA requiring authorization may result in a negative impact to cost and delivery schedule.
3. Failure to remit payment in a timely manner may result in a negative impact on the delivery schedule.
4. Failure, inaccessibility, denial/disruption of service, cancellation/suspension of accounts and/or services, disruptive policy changes, or under-performance of tools, technologies, and services made available by Third Party Provider(s), and relied upon by deliverables described in this SLA, may substantially reduce the quality of service, output, and experience expected or demanded by the Client.
5. The Provider will alert the Client of any risk not identified in this document that arises during the course of work.



CUYAHOGA VALLEY CAREER CENTER

and

nVent

Cuyahoga Valley Career Center, herein after referred to as "CVCC", will provide instructor(s) to teach 1 module (Pneumatics and Hydraulics) of the Multi Craft Maintenance program to a student from nVent, hereinafter referred to as "The Customer" for 55 hours of hands-on training and computer learning.

CVCC will provide classroom space with training equipment and the usual teaching aids such as dry-erase boards and computers with applicable software. The lab will include Amatrol training equipment and software for each module, where applicable.

Cuyahoga Valley Career Center will provide administrative support which includes payment of instructor's wages. The instructors are required to be state certified to teach at CVCC.

The class will start on September 8, 2026, and will run Tuesdays and Thursdays from 8:00am to noon. Cost is \$1,642.00 per student.

CVCC will invoice NVent for amount of \$1,642.00 for one student to be paid within 30 days of receipt of invoice.

Nicole Benner

Office Services Supervisor **08/27/26**

(Signature)

Title

Date

Dr. Marcy R. Green

(Signature)

Dr. Marcy R. Green

Title

Assistant Superintendent

8/28/26

Date

Customer Information

Contact name, email and phone: Nicole Benner, nicole.benner@nvent.com 440.558.7686

Invoice Address: 31700 Solon Road, Solon, Ohio 44139

Invoice email Address: nicole.benner@nvent.com



CUYAHOGA VALLEY CAREER CENTER

nVent

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will provide an instructor to teach one hundred (100) hours of training in Machining Tool Introduction to I (one) student from nVent, hereinafter referred to as "the customer"

CVCC will provide classroom space with the usual teaching aids such as a dry-erase board, and overhead projector. Textbook, e-book, lab, and supplies are included. CVCC will provide the instructor and administrative support that includes payment of instructor's wages.

The cost of training to be provided by CVCC is \$1,665.00 for I (one) student. The terms of payment: CVCC will invoice Ross Ruprecht for the amount of \$1,665.00 which is due within thirty (30) days of receipt.

Nicole Benner

Office Services Sup. 8/20/26

(Signature)

Title

Date

Dr. Marcy R. Green

(Signature)

Title

Date

Dr. Marcy R. Green

Assistant Superintendent

8/23/26

Customer Information

Contact name, email and phone: Nicole Benner, nicole.benner@nvent.com 440.558.7686

Invoice Address: 31700 Solon Road, Solon, Ohio 44139

Invoice email Address: nicole.benner@nvent.com



MARTINDALE ELECTRIC COMPANY
AND
CUYAHOGA VALLEY CAREER CENTER

MACHINE TECHNOLOGY APPRENTICESHIP - YEAR 4

Ben Miller

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will provide an instructor to teach a one-hundred and fifty (150) hour training program to Martindale Electric, hereinafter referred to as "the Customer," on Tuesdays and Thursdays from 4:00 pm to 9:00 pm for 1 student(s).

Cuyahoga Valley Career Center will provide classroom, machining lab, software, and other teaching aides for the apprenticeship curriculum. Textbooks are not needed or included. CVCC will provide administrative support that includes payment of the instructor's wages

The cost of training to be provided by CVCC is \$2,500.00 per one (1) student (Ben Miller). The terms of payment: CVCC will invoice the customer for the total \$2,500.00. Payment due within 30 days.

Linas Biliunas
Linas Biliunas (Aug 27, 2026 09:21:11 EDT)

President

Aug 27, 2026

(Signature)

Title

Date

Marcy R. Green
Marcy R. Green
Assistant Superintendent

8/28/26
Date

Customer Information

Contact name, email and phone: Linas Biliunas, biliunas@martindaleco.com, 216-521-8567

Invoice Address: 1375 Hird Avenue, Lakewood, OH 44107-3008

Invoice email Address: biliunas@martindaleco.com



CUYAHOGA VALLEY CAREER CENTER

Nestle

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will provide an instructor to teach fifty (50) hours of training in Machining Fundamentals to 1 (one) student from Nestle, hereinafter referred to as "the customer" to begin October 13, 2026.

CVCC will provide classroom space with the usual teaching aids such as a dry-erase board, and overhead projector. Textbook, e-book, lab, and supplies are included. CVCC will provide the instructor and administrative support that includes payment of instructor's wages.

The cost of training to be provided by CVCC is \$895.00 for 1 (one) student. The terms of payment: CVCC will invoice Nestle for the amount of \$895.00 which is due within thirty (30) days of receipt.

<u>Patrick St John</u> Patrick St John (Aug 26, 2026 09:45:24 EDT)	Sr. Finance Manager	8/26/26
(Signature)	Title	Date

<u>Dr. Marcy R. Green</u>		8/28/26
(Signature)	Title	Date
Dr. Marcy R. Green	Assistant Superintendent	

Customer Information

Contact name, email and phone: Patrick St. John, Patrick.StJohn@rd.nestle.com

Invoice Address: 29300 Cannon Road, Solon, Ohio 44139

Invoice email Address: Patrick.StJohn@rd.nestle.com



CUYAHOGA VALLEY CAREER CENTER

Module 2: Machine Tool Introduction Ross

Ruprecht

Cuyahoga Valley Career Center, hereinafter referred to as "CVCC", will provide an instructor to teach a one-hundred (100) hours of training in Module 2 (Machine Tool Introduction) to I (one) student: Ross Ruprecht, to begin, Tuesday, June 14, 2026.

CVCC will provide classroom space with the usual teaching aids such as a dry-erase board, and overhead projector. Text book, e-book, lab, and supplies are included. CVCC will provide the instructor and administrative support that includes payment of instructor's wages.

The cost of training to be provided by CVCC is \$1,665.00 for I (one) student. The terms of payment: CVCC will invoice Ross Ruprecht for the amount of \$1,665.00 which is due within thirty (30) days of receipt.

Ross Ruprecht (Aug 20, 2026 12:56:23 EDT)

(Signature)

Operator/set-up Aug 20, 2026

Title

Date

(Signature)

Dr. Marcy R. Green

Title

Assistant Superintendent

Date

8/23/26

Customer Information

Contact name, email and phone: Ross Ruprecht, harveydoogle87@gmail.com 216-401-7570

Invoice Address: 6270 Greenwood pkwy unit 502 Northfield Ohio 44067

Invoice email Address: harveydoogle87@gmail.com

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the “**Agreement**”) is made effective as of the Effective Date (as defined below) by and between SimX, Inc., a Delaware corporation (“**SimX**”), and the undersigned customer (“**Customer**”). SimX and Customer are each referred to individually as a “**Party**” and collectively as the “**Parties**.”

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Agreement have the definitions set forth below in this Article 1:

- 1.1 “**Affiliate**,” with respect to a Party, means a corporation, partnership or other entity controlling, controlled by or under common control with such Party, but only so long as such control continues to exist. For purposes of this definition, “control” means ownership, directly or indirectly, of at least fifty percent (50%) of the voting rights in such entity (or, in the case of a non-corporate entity, equivalent rights).
- 1.2 “**Confidential Information**” has the meaning set forth in Section 6.1.
- 1.3 “**Content**” means text, images, audio, video, audio-video, data and other information in any form or media whether now known or later devised.
- 1.4 “**Customer Infrastructure**” has the meaning set forth in Section 4.1.
- 1.5 “**License Start Date**” has the meaning set forth in the applicable Customer Order.
- 1.6 “**Customer Order Form**” means the order form in the form attached to this Agreement as Exhibit A.
- 1.7 “**Customer Order**” means a completed Customer Order Form executed by the Customer Project Manager and SimX.
- 1.8 “**Customer Project Manager**” means the individual or individuals designated by Customer as the authorized signatory to bind Customer to this Agreement and to all subsequent Customer Orders.
- 1.9 “**Customer Technical Contact**” means the individual or individuals designated by Customer as the authorized contact for communications regarding the Support Services.
- 1.10 “**Customer-Provided Third-Party Software**” means third party software that is part of the SimX minimum requirements set forth in the Documentation.
- 1.11 “**Deliverables**” means the specific work product to be developed under an SOW for Development Services.
- 1.12 “**Designated Machine**” means the machine or machines enabled to access the SAAS Service by use of the Learner Client.
- 1.13 “**Development Services**” means the services set forth in a SOW.
- 1.14 “**Documentation**” means the textbooks, user guides, operating manuals, training materials, and technical specifications for the SAAS Service or On-Prem Software that SimX generally makes available to its Customers for the SAAS Service or On-Prem Software and provides to Customer under this Agreement.

- 1.15 **“Effective Date”** shall have the meaning set forth on the signature page of this Agreement.
- 1.16 **“FERPA”** means the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, a federal law designed to protect the privacy of students' education records.
- 1.17 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of the and including the American Recovery and Reinvestment Act of 2009.
- 1.18 **“Implementation Plan”** means the plan for Implementation Services, as further described in the applicable SOW.
- 1.19 **“Implementation Services”** means the implementation, installation, integration and related services set forth in Exhibit B and the applicable Implementation Plan.
- 1.20 **“Intellectual Property Rights”** means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.21 **“Learner Client”** means the computer software in machine executable object code form to be installed on a Licensed Learner Device provided by Customer, at its sole expense, to enable Permitted Users to participate within the virtual environment.
- 1.22 **“Learner Device”** means a device that meets the SimX minimum requirements for the Learner Client set forth in the Documentation and is identified as compatible with the SAAS Service within the Documentation.
- 1.23 **“Licensed Learner Device”** means a Learner Device that has been enabled on a Designated Machine and on which the Learner Client is installed.
- 1.24 **“Moderator Client”** means the SimX computer programs installed locally by Customer that enable users to interact with Scenarios.
- 1.25 **“On-Prem Software”** means optional software add-on to the SAAS Service that enables use of the Moderator Client, Scenarios, and Learner Client without requiring always-on network access to the SimX cloud-based software-as-a-service platform, if and to the extent generally made available to SimX customers upon request as of the date of the applicable Customer Order, which software is comprised of (without limitation) proprietary SimX server-based software to be installed on machines operated by or on behalf of Customer.
- 1.26 **“Open Source”** means software or similar subject matter that is distributed under an open source license such as (by way of example only) the Apache License, BSD License, MIT License, or any other license identified as an open source license by the Open Source Initiative.
- 1.27 **“Permitted User”** means (a) any student, trainee, employee or independent contractor of Customer or its Affiliates; or (b) non-employee physicians or other medical professionals or trainees, in each case that are authorized by Customer or its Affiliates to access the SAAS Service or the On-Prem Software.

- 1.28 **“SAAS Service”** means the cloud-based software-as-a-service offering generally made available by SimX on a subscription basis to its customers as of the License Start Date that provides education and training and is comprised of (without limitation) proprietary SimX server-based software, the Moderator Client, Scenarios, and the Learner Client.
- 1.29 **“Scenarios”** means exercise modules for educational and training purposes, including Custom Scenarios. By way of example, in the healthcare setting, a Scenario may provide education or training in medical case management or diagnostic assessment capabilities.
- 1.30 **“SimX AI Services”** means certain services provided by SimX, for example the SimX AI Assistant, or other autonomous functionality, that may involve the use of SimX and third-party machine-learning and artificial intelligence (AI) systems and services, including large-language model (LLM) and other generative AI services.
- 1.31 **“SimX Marketplace”** means the online site accessible through the SAAS Service and through which Licensed Scenarios can be licensed. Marketplace scenarios are governed by Exhibit E.
- 1.32 **“SimX Professional Services”** means, individually and collectively, the Development Services, Support Services, Implementation Services, Training Services and any other consulting or professional services, in each case that is ordered by Customer under a Customer Order, but excluding the SAAS Service.
- 1.33 **“Software”** means the On-Prem Software or the software portions of the SAAS Service, as applicable
- 1.34 **“Statement of Work” or “SOW”** means each a statement of work attached to or referenced in a Customer Order setting forth the scope, Deliverables, acceptance criteria (if any) and other details pertaining to the Development Services or Implementation Services.
- 1.35 **“Subscription Term”** means, with respect to the SAAS Service or On-Prem Software, the duration of the rights to access and use such SAAS Service and On-Prem Software under this Agreement, as set forth in a Customer Order.
- 1.36 **“Support Services”** means the maintenance and support services set forth in Exhibit B.
- 1.37 **“Term”** means the term of this Agreement as set forth in Section 10.1.
- 1.38 **“Training Services”** means the training services set forth in Exhibit B.
- 1.39 **“Updates,”** means any bug fix, error correction, patch, or new version of or to the software portions of the SAAS Service or the On-Prem Software, in each case that SimX generally makes available to its customers without additional charge.
- 1.40 **“Usage Data”** means data generated by SimX through Permitted User’s usage of the SAAS Service or the On-Prem Software, including through usage of the Moderator Client in the management and assessment of training exercise Scenarios.

ARTICLE 2. **ACCESS TO AND USE**

- 2.1 **SAAS Service.** Subject to the terms of this Agreement and Customer’s compliance therewith, if the SAAS Service is ordered by Customer pursuant to a Customer Order, then during the applicable Subscription Term,

SimX authorizes Customer to: (a) allow Permitted Users to access the SAAS Service, including access and use of Scenarios as part of the SAAS Service; (b) install and use the Moderator Client only as part of the SAAS Service; and (c) install and use the Learner Client only on the Licensed Learner Devices for which licenses are ordered under such Customer Order and only in accessing and using the SAAS Service. Customer's license to use the Learner Client on a Licensed Learner Device may be transferred from the Licensed Learner Device on which the Learner Client was initially installed to another Licensed Learner Device on a one-time basis. Upon written request of Customer, SimX may approve and provide Customer additional transfers of the Learner Client to other Licensed Learner Devices.

- 2.2 **On-Premises Software License Option.** Subject to the terms of this Agreement and Customer's compliance therewith, if an On-Prem Software license is ordered by Customer pursuant to a Customer Order, then during the applicable Subscription Term, SimX hereby grants to Customer a nonexclusive, non-transferable, non-sublicensable license to allow Permitted Users access to the On-Prem Software, including access and use of the Scenarios ordered pursuant to a Customer Order or through the SimX Marketplace, as part of the On-Prem Software.
- 2.3 **Documentation.** Subject to the terms of this Agreement and Customer's compliance therewith, if the SAAS Service is ordered by Customer pursuant to a Customer Order, then during the applicable Subscription Term, SimX hereby grants to Customer a nonexclusive, non-transferable, non-sublicensable license to allow Permitted Users access to the Documentation in connection with their use of the SAAS Service or if included in a Customer Order, the On-Prem Software.
- 2.4 **Third Party Software; Open Source.**
 - (a) **Third Party Terms.** Third party software included within or incorporated or integrated into the SAAS Service or On-Prem Software may be subject to additional terms, conditions and limitations imposed by the relevant third party licensors ("Third Party Terms"). Notwithstanding anything to the contrary in this Agreement, Customer will comply with the Third Party Terms and, if any Third Party Terms conflict with the terms and conditions of this Agreement with respect to such third party software, then the Third Party Terms will control (and will resolve any conflict or inconsistency) with respect to such third party software. From time-to-time, SimX may substitute different third party software, so long as such substitution does not materially reduce the functionality or performance of the SAAS Service or On-Prem Software.
 - (b) **Open Source.** Without limitation of the generality of Section 2.4(a), Customer acknowledges that the SAAS Service or On-Prem Software may contain Open Source software. To the extent any Open Source license requires that SimX provide Customer any rights with respect to such Open Source that are inconsistent with the licenses granted in this Agreement (or any limitations or restrictions on those licenses as set forth in this Agreement), then the applicable Open Source license will take precedence over those licenses (and such limitations and restrictions), but solely with respect to the applicable Open Source component software. Customer acknowledges that the Open Source license is solely between Customer and the applicable third party licensor of the Open Source and Customer will comply with the terms of any such Open Source license.
- 2.5 **Permitted Users.** Customer will ensure that all Permitted Users comply with the terms and conditions of this Agreement with respect to access and use of the SAAS Service or the On-Prem Software, and protection of SimX's Confidential Information, and Customer will be responsible for the acts and omissions of Permitted Users in connection with access to and use of the SAAS Service or the On-Prem Software and compliance with

the obligations set forth in this Agreement with respect to SimX's Confidential Information. Without limitation of the generality of the foregoing, any act or omission by a Permitted User that would constitute a breach of this Agreement if by Customer will be deemed a breach of this Agreement by Customer. If the Customer Order provides for a limitation on the number of Permitted Users, (i) Customer will be required to name each Permitted User at the time the Permitted User is granted access to the SAAS Service or the On-Prem Software and (ii) the individual assigned to that Permitted User may not be changed for 12 months. Customer will not (and will ensure that Permitted Users do not) share login information or otherwise take steps to circumvent the restrictions in this paragraph.

- 2.6 **License Restrictions.** Customer will not (and will ensure that Permitted Users do not), except as expressly authorized by SimX in the installation of the Software licensed under a Customer Order: (a) copy any Software or Documentation other than for accessing or providing Permitted Users access to the Software as expressly permitted under Section 2.1 and Section 2.2; (b) modify, adapt, or create derivative works of any Software or Documentation; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any Software or Documentation to any third party other than providing use of the Software to Permitted Users as expressly permitted under Section 2.1 and Section 2.2; (d) decompile, disassemble or reverse-engineer the SAAS Service or any Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the SAAS Service or the Software, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) exceed the scope of permitted installations, reinstallations or duplicate installations of the Software; (f) provide to any third party the results of any benchmark tests or other evaluations of the SAAS Service or any Software without SimX's prior written consent; (g) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to the SAAS Service or any Software; (h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from the SAAS Service or any Software or Documentation; (i) otherwise access or use the SAAS Service, Software or Documentation except as expressly authorized in this Agreement; or (j) encourage or assist any third party to do any of the foregoing.

2.7 **SimX AI Services.**

- (a) By using SimX to access any of the SimX AI Services, Customer acknowledges that Customer inputs to the SimX AI Services may be shared with third party AI and LLM services, and that the outputs of SimX AI Services may be a result of the output of AI and LLM services, including generative AI services. If Customer does not agree to this, Customer should not use the SimX AI Services.
- (b) SimX Customer inputs are not used for training third party AI and LLM services, but may be used for internal purposes, including troubleshooting, model validation, and development.
- (c) **Reasonable Usage Limitation:** Customer acknowledges and agrees that the use of SimX AI Services is subject to reasonable usage limitations to ensure fair access and optimal service performance for all users. SimX reserves the right to impose, at its sole discretion, reasonable usage limitations, including, but not limited to, quotas on the number of Inputs or Outputs per day, restrictions based on the volume of data processed, and limitations on the frequency of use within a given time period. Customer's continued use of the AI Services after any modification to the usage limitations constitutes acceptance of those changes. Should Customer exceed any of these usage limitations, SimX may, in its sole discretion, temporarily suspend Customer's and/or any Permitted User's access to the AI Services or impose additional charges for excess usage. SimX will use reasonable efforts to provide Customer with notice of any such suspension or additional charges. SimX determination of

what constitutes reasonable usage may take into account the average usage levels of all subscribers to the SimX AI Services, technological capacities, and the need to ensure service reliability and performance. SimX commits to acting in good faith in its enforcement of this clause and to not unreasonably restrict Customer's access to SimX AI Services.

- (d) Third Party IP: SimX disclaims any liability for IP infringement by third party AI or LLM services.
- (e) Experimental Nature of the Service: The AI Assistant is a tool based on experimental technology, which may occasionally generate inaccurate, incomplete, or inappropriate responses. The content generated by the AI does not necessarily reflect the opinions or the official position of SimX, its operators, or affiliates.
- (f) Caution in Using the Content: Users must exercise discretion and judgment when relying on the content generated by the AI Assistant. It is not recommended to rely on, publish, or use such content without proper verification.
- (g) Additional information regarding SimX's use of third party services in the provision of SimX AI Services can be found at <https://www.simxvr.com/trust/>.

ARTICLE 3. **SIMX PROFESSIONAL SERVICES AND HARDWARE PRODUCT SUPPLY**

- 3.1 **SimX Professional Services.** Subject to the provisions of this Agreement, including Article 3, SimX will use reasonable efforts to provide to Customer, those SimX Professional Services set forth in each Customer Order. SimX will not be responsible for any delays or other non-performance if caused in whole or in part by any act or omission performed by or on behalf of Customer (other than by SimX). The sole liability of SimX, and Customer's sole remedy, for SimX's breach of its obligations with respect to SimX Professional Services is for SimX to do one of the following (at SimX's sole discretion): (a) re-perform the applicable SimX Professional Services in a manner that conforms to the foregoing obligations; or (b) terminate the non-conforming SimX Professional Services and refund the portion of the Fees paid by Customer for such non-conforming SimX Professional Services.
- 3.2 **Hardware Product Supply.** Subject to the provisions of this Agreement, including Article 3 and Exhibit C, SimX will use reasonable efforts to supply the Hardware Products set forth in each Customer Order in accordance with the provisions of Exhibit C. SimX will not be responsible for any delays or other non-performance if caused in whole or in part by any act or omission performed by or on behalf of Customer (other than by SimX).
- 3.3 **Reserved.**
- 3.4 **Ownership.** SimX retains all of its right, title and interest in and to the SAAS Service, On-Prem Software, Scenarios, Documentation and any other software, technology, inventions, processes, works of authorship, information, data or other materials developed by SimX alone or jointly with others, or otherwise made available by SimX to Customer hereunder, together with all intellectual property rights in or pertaining to any of the foregoing, and no other rights are granted to Customer nor will Customer acquire any such rights, whether by implication, operation of law or otherwise.

ARTICLE 4. CUSTOMER RESPONSIBILITIES

- 4.1 **Customer Infrastructure.** Except for SimX's obligations, if any, to supply Hardware Products under a Customer Order, Customer is solely responsible for procuring, supporting, securing, connecting and maintaining any hardware, software, operating systems, networks, databases, connectivity, data center resources, telecom resources, or other systems or infrastructure needed to install and operate the SAAS Service, On-Prem Software, or any other subject matter made available hereunder and Customer is solely responsible for procuring, supporting, securing, connecting and maintaining all of the foregoing, including as may be more specifically identified in the applicable Customer Order and/or the Documentation (collectively, the "Customer Infrastructure"). Notwithstanding anything to the contrary, SimX will have no responsibility with respect to any failure, malfunction, contaminants, power loss or interruption that is due in whole or in part to the Customer Infrastructure or Customer's failure to procure, support, secure, connect or maintain adequate Customer Infrastructure, or for any security breach, loss of data, or for any injury, property damage, or similar event related to Customer Infrastructure.
- 4.2 **Data Integrity and Data Standards.**
- (a) Customer is solely responsible for ensuring the integrity of the Customer inputs into the SAAS Service or any Software. Notwithstanding anything to the contrary, SimX will have no responsibility with respect to any failure, malfunction, contaminants, power loss or interruption that is due to Customer inputs, other data or information input into the SAAS Service or any Software by Customer, or Customer's failure to comply with applicable standards, or for any security breach, loss of data, or similar event or for any injury, property damage or improper medical case management, medical treatments or diagnostic assessments related to the foregoing. Any risk arising out of or relating to any Content provided to SimX that may result in improper medical treatment, injury, property damage, or other damages is entirely allocated to Customer.
 - (b) Customer acknowledges that, as between the Parties, all Customer-provided information and data are the responsibility of Customer. Customer acknowledges that SimX is not responsible for determining the type of data or information Customer provides. Customer agrees not to disclose or otherwise share through the SAAS Service or any Software or otherwise with SimX any information relating to identified or identifiable individuals, including Protected Health Information subject to HIPAA (where "Protected Health Information" or "PHI" has the meaning set forth in HIPAA), (collectively, "**Personal Information**") or any information relating to protected student education records subject to FERPA, unless pre-approved in writing by SimX.
- 4.3 **Antivirus and Firewall.** Customer is solely responsible for providing VPN and firewall protection, antivirus protection, and intrusion monitoring with respect to the Customer Infrastructure (collectively, "Customer Security Measures"). Notwithstanding anything to the contrary, SimX will have no responsibility with respect to any failure, contaminants or interruption that is due to the Customer's failure to provide Customer Security Measures, or for any security breach, loss of data, or similar event related to the Customer Security Measures (or lack thereof).
- 4.4 **Access Credentials.** The SAAS Service and On-Prem Software provide the ability for Customer to assign user IDs and passwords to Permitted Users ("Access Credentials"). Customer will provide Access Credentials only to Permitted Users, and will require all Permitted Users to protect their Access Credentials from unauthorized use or disclosure. Customer is solely responsible for any unauthorized use or disclosure of any Access Credentials. Notwithstanding anything to the contrary, SimX will have no responsibility with respect to any

failure, interruption, security breach, loss of data, or similar event related to unauthorized use or disclosure of Access Credentials.

- 4.5 **Cooperation.** Customer acknowledges that Customer's timely provision of (and SimX's access to) Customer's equipment, assistance, cooperation, and complete and accurate information and data from the Customer Technical Contact, and Customer's officers, agents and employees ("Cooperation") is essential to the performance of the SimX Professional Services and the provision of the SAAS Service and On-Prem Software, and Customer agrees that SimX will not be liable for any deficiency in performing the SimX Professional Services or providing the SAAS Service or On-Prem Software if such deficiency results in whole or in part from Customer not providing such Cooperation.
- 4.6 **Decision-making.** Customer acknowledges that SimX is not responsible for determining the type of, or criteria needed, for a medical case and diagnostic decision-making assessment, nor is SimX responsible for deficiencies in or performance of the steps, procedures or other aspects of the Scenarios. SimX does not act upon any data generated by or for Customer or Permitted User in any professional capacity (including clinical decision-making) or determine the type of procedures appropriate for Customer to make such assessments. Customer must determine such assessments. Nothing in the SAAS Service, On-Prem Software, Scenarios, Documentation or other information, results or other Deliverables made available under or in connection with this Agreement are intended to substitute for Customer or health care providers' independent clinical and business judgment. Without limiting the foregoing, as between SimX and Customer, Customer remains solely responsible for ensuring the quality, sufficiency and legality of the clinical and business judgments, medical case management and diagnostic assessments, and other decisions made using the SAAS Service, On-Prem Software, Scenarios, Documentation or other information, or results, made available under or in connection with this Agreement. Any risk arising out of or relating to Scenarios that may result in improper medical treatment, injury, property damage, or other damages is entirely allocated to Customer.

ARTICLE 5. **PAYMENT TERMS**

- 5.1 **Fees.** In consideration for the rights and licenses granted in this Agreement and for the SimX Professional Services to be provided under this Agreement, Customer will pay the fees and other amounts set forth in each Customer Order (including under each Customer Order) (collectively, the "Fees"). All Fees are non-refundable and non-creditable. Customer will pay all Fees to SimX in U.S. dollars in accordance with the payment terms specified in the Customer Order. Late payments will be subject to interest at the rate of 1.5% per month or the maximum rate allowed by applicable law, whichever is higher.
- 5.2 **Taxes.** The Fees do not include, and Customer will pay in addition to the Fees, all taxes, duties and levies imposed by all foreign, federal, state, local or other taxing authorities (including export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on SimX's net income. All amounts payable hereunder by Customer, will be paid without deduction or withholding for or on account of any present or future tax, duty or levy imposed by any taxing authority.
- 5.3 **Audits.**
 - (a) Once each calendar year, upon at least ten (10) days' prior written notice, SimX may audit Customer and Permitted Users to confirm Customer and such Permitted Users are in compliance with the terms, conditions and limitations of usage imposed under this Agreement, the Documentation and Third Party Terms. Any such audit will be conducted during regular business hours, will not unreasonably interfere with Customer's business and will comply with Customer's reasonable

security procedures. Customer will (and will ensure that the Permitted Users) provide SimX with reasonable access to all physical hardware, Usage Data, relevant records, and facilities reasonably necessary to conduct the audit.

- (b) SimX may audit all reported electronic communications necessary for accessing and using the SAAS Service, any Software or Documentation, including but not limited to, installation commands, usage information, meta-data and log files routinely communicated between the Customer system and the SimX cloud-based software-as-a-service platform ("Routine Communications"), to confirm Customer and such Permitted Users are in compliance with the terms of this Agreement.
- (c) If an audit reveals usage that exceeds the licenses obtained by Customer, the one-time Learner Client installation policy (set forth in Section 2.1), or any other underpayment of Fees, then SimX will invoice Customer, and Customer will promptly pay SimX any underpaid Fees. If the underpayment exceeds five percent (5%) of the Fees paid during the applicable audit period, then Customer will also pay SimX's reasonable costs of conducting the audit.

ARTICLE 6. **CONFIDENTIALITY**

- 6.1 **Confidential Information.** "Confidential Information" means all proprietary, technical or business information, ideas, materials, know-how or other subject matter disclosed or otherwise made available by one Party to the other Party that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of SimX includes the SAAS Service, On-Prem Software, Scenarios and the Documentation.
- 6.2 **Use and Disclosure Restrictions.** The Party receiving Confidential Information ("Recipient") agrees: (a) to maintain the Confidential Information of the Party disclosing such information ("Discloser") in strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, and employees (collectively, "Representatives"), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other Party's Confidential Information as those set forth herein. Customer may also disclose the Confidential Information comprised of the SAAS Service, Software and Documentation to its Permitted Users and such Permitted Users will be deemed Customer's Representatives, in accordance with Article 2 and the preceding sentence. Accordingly, Customer is responsible for ensuring Permitted Users comply with the obligations under this Article 6. Recipient's obligations under this Section 6.2 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer's obligations under this Article 6 will continue in effect in perpetuity with respect to the SAAS Service, and any Software and Documentation.
- 6.3 **Exclusions.** The obligations of Recipient under Section 6.2 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, affiliates, or agents) or any third party subject to any use

or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser. Notwithstanding anything to the contrary stated in this Agreement, nothing in this Agreement restricts SimX's rights to collect, use, share, disclose and otherwise process Usage Data (i) to perform the activities contemplated by this Agreement; and (ii) for purposes of developing and improving SimX products and services so long as the disclosure or sharing of Usage Data for development or improvement is not identified with Customer or any individual person.

- 6.4 **Authorized Disclosures.** Notwithstanding anything to the contrary, Recipient may disclose Confidential Information provided by Discloser: (a) to its financial, accounting and legal advisors with a need to know for the purpose of providing services to Recipient; (b) as and to the extent required by applicable law or regulation, or by the listing of similar rules of the stock exchange on which the securities of Recipient may be listed (provided that, prior to such disclosure, Recipient, to the extent permitted by law, shall provide written notice of such request to Discloser to allow Discloser to seek to redact or otherwise limit the scope of such disclosure); and (c) as required to be disclosed pursuant to any judicial or governmental request, requirement or order, provided that Recipient takes reasonable steps to give Discloser sufficient prior notice in order to contest or limit such request, requirement or order.
- 6.5 **Return or Destruction of Confidential Information.** Upon termination of the Agreement or support and maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof (other than backup or archival copies) and upon request of Discloser, provide written certification of such destruction or return by an authorized person.
- 6.6 **Injunctive Relief.** Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Article 6, without the necessity of posting any bond or other security. Recipient will notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

ARTICLE 7. **WARRANTIES**

- 7.1 **Mutual Warranties.** Each Party represents and warrants to the other Party that the execution, delivery and performance of this Agreement does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement or other undertaking, applicable to such Party.
- 7.2 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 7, THE SAAS SERVICE, ON-PREM SOFTWARE, DOCUMENTATION, SIMX PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, COMPONENTS OR SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, SIMX DISCLAIMS ALL WARRANTIES AND CONDITIONS OTHER THAN AS EXPRESSLY SET FORTH IN THIS ARTICLE 7, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SIMX DOES NOT WARRANT OR PROVIDE ANY CONDITION THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

ARTICLE 8. INDEMNIFICATION

- 8.1 **SimX Intellectual Property Indemnification.** SimX will defend and/or settle any claim, demand, suit or proceeding ("Claim") brought against Customer by a third party (except to the extent based on an Excluded Matter) alleging that the Software obtained by Customer under a Customer Order infringes or misappropriates a third party's intellectual property rights in the United States, and SimX will pay all damages finally awarded by a court of competent jurisdiction or settlement amounts entered into to the extent based upon such a Claim, subject to the other provisions of this Article 8 and Article 9 below. Claims for which SimX agrees to defend Customer are referred to herein as "SimX Indemnified Claims."
- 8.2 **Limitations.** Notwithstanding the foregoing, SimX has no obligation to defend any Claim to the extent based on: (a) use of the SAAS Service, any Software or Documentation in a manner that is not permitted under the Agreement or that is inconsistent with the Documentation; (b) modifications to the SAAS Service, Software or Documentation made by anyone other than SimX or a third party acting at SimX's direction; (c) the combination of the SAAS Service or Software with Customer Infrastructure or other hardware, software, services or materials not provided by SimX where the infringement or misappropriation would not occur but for such combination or where all claims of the intellectual property rights being asserted by the applicable third party are not fully embodied by the SAAS Service or any Software itself; (d) all portions of the SAAS Service, Software or Documentation that are based on or derived from Customer Input if the infringement or misappropriation would not have arisen but for the Customer Input; (e) Customer's chosen manner of using the SAAS Service or Software where other non-infringing methods of use are available; (f) Customer's continued use of an allegedly infringing version of the SAAS Service, Software or Documentation after SimX has provided Customer with a non-infringing new version of any of the foregoing; or (g) any version of the SAAS Service or Software that is no longer supported by SimX ((a) through (g), collectively, "**Excluded Matters**"). If a SimX Indemnified Claim is brought or any portion of the SAAS Service, On-Prem Software, Documentation or any other subject matter made available by SimX hereunder may be enjoined (as determined by SimX), SimX may, at its option and expense, modify the affected subject matter so that it no longer infringes or misappropriates third party rights, or replace it with functionally comparable subject matter. If SimX determines that neither option is reasonably feasible, SimX may terminate Customer's rights hereunder with respect to such subject matter and refund a pro-rated portion of the Fees paid for the affected subject matter less an amount for Customer's use computed using straight-line depreciation over the applicable term of the subscription for the portion of the SAAS Service that is allegedly infringed. The obligations set forth in this Article 8 constitute Customer's sole and exclusive remedy, and SimX's entire liability, with respect to any Claims that the Software infringes any third party's Intellectual Property Rights.
- 8.3 **Reserved.**
- 8.4 **Indemnification Process.** Each Party's indemnity obligations set forth in this Article 8 are conditioned upon the Party seeking indemnification (a) providing prompt written notice to the other Party of any Claim for which indemnification is required; (b) giving the indemnifying Party sole control of the defense and/or settlement of the Claim (provided that no settlement may be entered into by a Party that makes any admission of liability by the other Party without such Party's prior written consent); and (c) providing the

indemnifying Party full cooperation and assistance with respect to the defense and settlement at the indemnifying Party's cost and expense.

ARTICLE 9. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) SIMX WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, OR RELATING TO PROCURING OR USING ANY HARDWARE PRODUCTS IN CONNECTION WITH THE SUBJECT MATTER HEREOF) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (B) SIMX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY HARDWARE PRODUCTS PROVIDED TO CUSTOMER OR ANY SERVICES PERFORMED IN CONNECTION THEREWITH WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR SUCH HARDWARE PRODUCT, REGARDLESS OF WHETHER SUCH LIABILITY WAS FORESEEABLE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; AND (C) EXCEPT FOR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT; CUSTOMER'S BREACH OR OTHER LIABILITY ARISING UNDER SECTION 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7(C), 4.2, 4.3, 4.4, ARTICLE 6, OR ANY PROVISION OF ARTICLE 7; OR EITHER PARTY'S LIABILITY ARISING UNDER ARTICLE 8, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO SIMX IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IN EACH OF THE FOREGOING CASES (A), (B) AND (C), REGARDLESS OF WHETHER SUCH LIABILITY WAS FORESEEABLE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

ARTICLE 10. TERM AND TERMINATION

- 10.1 **Agreement Term.** This Agreement will commence upon the Effective Date and will remain in effect until the expiration of all Customer Orders, unless terminated earlier pursuant to this Article 10.
- 10.2 **Customer Order Term.** Each Customer Order will specify the corresponding Subscription Terms for the SAAS Service or On-Prem Software, as applicable, together with the duration of any accompanying SimX Professional Services, unless terminated earlier pursuant to this Article 10. If no such term is specified, then the rights and licenses associated with the Software, SAAS Service and other products or services included under such Customer Order will expire or terminate concurrently with the earlier to occur of the expiration or termination of this Agreement.
- 10.3 **Termination.** Either Party may terminate this Agreement (in whole or in part, including with respect to any Customer Order) by written notice to the other Party if (a) the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving notice of the breach; or (b) the other Party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, avails itself of or becomes subject to any petition or proceeding under any statute of any state or

country relating to insolvency or the protection of the rights of creditors, or any other insolvency or bankruptcy proceeding or other similar proceeding for the settlement of the other Party's debt is instituted. In addition and without limitation of the foregoing termination rights, SimX may immediately terminate this Agreement (in whole or in part, including with respect to any Customer Order) by written notice to Customer if Customer breaches any of the provisions of Sections 2.1, 2.2, 2.3, 2.6, 2.5, 2.6, 2.7(c), 4.2, 4.3 or 4.4, or Article 6 or Article 11. Without limiting the foregoing, if Customer fails to pay any Fees when due, SimX may suspend the rights and licenses granted under this Agreement and any SimX Professional Services until Customer pays such Fees.

- 10.4 **Suspension.** SimX will have the right to suspend Customer's access to the SAAS Service or the On-Prem Software if (i) SimX determines in its sole discretion that (A) Customer or a Permitted User is engaged in activities that have resulted in or are likely to cause impairment of functionality of the SAAS Service for other customers; (B) there is a threat or attack on any of SimX's technology, systems or services; (C) Customer's or any Permitted User's use of the SAAS Service or the On-Prem Software disrupts or poses a security risk to SimX or to any other customer or vendor of SimX; (D) any Customer or Permitted User is using the SAAS Service or the On-Prem Software for fraudulent or illegal activities; or (E) SimX's provision of the SAAS Service or the On-Prem Software to Customer or any Permitted User is prohibited by applicable law; or (ii) any vendor of SimX has suspended or terminated SimX's access to or use of any third-party services or products required to enable Customer or its Permitted Users to access the SAAS Service or the On-Prem Software. SimX will have no liability for any damage, liabilities, losses (including any loss of use, loss of data, lost profits, or any business interruptions), or any other consequences that Customer or Permitted Users may incur as a result of any of the foregoing suspensions.
- 10.5 **Transition.** Upon termination or expiration of this Agreement (except in the event of a termination by SimX for cause pursuant to Section 10.3), at Customer's option and subject to Customer's continued payment of all applicable Fees, for a period of up to three (3) months: (a) the licenses granted to Customer under this Agreement will continue in effect, and (b) SimX will continue to provide the Support Services to Customer, in each case to the extent necessary to facilitate Customer's orderly transition to an alternative software solution. The terms and conditions of this Agreement will continue to apply during such transition period.
- 10.6 **Effect of Termination.** Upon any expiration or termination of this Agreement (or, if applicable, upon the expiration of the transition period described in Section 10.5), the rights and licenses granted to Customer hereunder will automatically terminate, and Customer will immediately cease using the SAAS Service, On-Prem Software and Documentation and return or destroy all copies thereof and other SimX Confidential Information in Customer's or any Permitted User's possession or control, and certify in writing the completion of such return or destruction. The following provisions will survive any expiration or termination of this Agreement: Article 1, Article 5, Article 6 (for the periods set forth therein), Article 7, Article 8, Article 9, Article 11 (for a period of four years following expiration or earlier termination), and Article 12; and Sections 2.7, 3.3, 3.4, 4.6, 10.4, 10.5 and 10.6.

ARTICLE 11. **INSURANCE**

SimX will maintain: (a) commercial general liability insurance for bodily or property injury of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in annual aggregate, (b) products liability insurance of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in annual aggregate, (c) contractual or professional liability (i.e., errors and omissions) insurance of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in annual

aggregate, (d) cyber insurance, including coverage for Internet liability issues related to confidentiality and hacking, of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in annual aggregate, and (e) workers' compensation insurance covering SimX's employees and agents who engage in activities under this Agreement with limits of at least One Hundred Thousand Dollars (\$100,000) per occurrence.

ARTICLE 12. MISCELLANEOUS TERMS

- 12.1 **Interpretation.** For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the Parties will refer to their permitted successors and assigns.
- 12.2 **Dispute Resolution.** If there is any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, whether based on contract, tort, statute or other legal or equitable theory (the "Dispute"), the Parties will first attempt to resolve such Dispute through good faith negotiations between executive-level representatives of each Party who have full authority to resolve the Dispute. If the Dispute remains unresolved ten (10) business days after such negotiations have commenced, then the Dispute will be settled by binding arbitration administered by JAMS in accordance with its applicable rules then in effect. The Agreement and its interpretation and validity will be governed by the substantive law of the State of California applicable to contracts made and to be performed within the State and without regard to the State's conflicts of laws rules that would result in the application of the laws of another jurisdiction, and without giving effect to the conflicts of law principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The location of the arbitration will be Santa Clara County, California. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16. The award of the arbitrator will be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Nothing in this Section 12.2 will preclude any Party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction or an order of attachment, either prior to or during negotiation or arbitration, in order to protect the interests of such Party.
- 12.3 **Solicitation.** Unless otherwise specified in a Customer Order, neither Party will directly solicit for hire any employee of the other Party whose work relates to the subject matter of this Agreement during the term of this Agreement and for twelve (12) months following the earlier of the termination of this Agreement and the termination of such employee's employment by the other Party. However, this obligation will not apply to or be breached by (a) advertising of open positions, participating in job fairs and comparable activities, or other forms of soliciting candidates for employment or contract opportunities that are general in nature, (b) responding to unsolicited inquiries about employment or contract opportunities or possibilities from headhunters or other agents, or (c) responding to unsolicited inquiries about employment or contract opportunities from any individual.

- 12.4 **Assignment.** Customer is not permitted to assign, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement without the prior written consent of SimX. SimX may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Customer. Any purported assignment by a Party, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.
- 12.5 **Force Majeure.** Neither Party will be liable to the other for failure or delay in performing its obligations under this Agreement (other than the obligation to make payments) if such failure or delay is due to acts of any governmental body, war, insurrection, sabotage, or embargo; fire, flood or other Act of God; strike or other labor disturbance; interruption of or delay in transportation; unavailability of, interruption of or delay in telecommunications or third party services; epidemic, pandemic or other spread of disease; inability to obtain raw materials, supplies or power used in or equipment needed for performance of its obligations; or any other cause beyond such Party's reasonable control.
- 12.6 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth below or to such other address as may be specified by either Party to the other Party in accordance with this Section 12.6:

If to SimX:

**SimX, Inc.
Attn: Legal
548 Market St #87927
San Francisco, CA 94104**

If to Customer, to the address designated on the signature page hereto.

- 12.7 **Waiver.** The waiver by either Party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either Party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions.
- 12.8 **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 12.9 **Export Laws.** Customer will comply fully with all relevant export laws and regulations of the United States and any other country ("Export Laws") where Customer uses any of the SAAS Service, the On-Prem Software, Documentation or any other subject matter made available hereunder. Customer certifies that Customer is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the SAAS Service, the On-Prem Software Documentation or any other subject matter made available hereunder in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and that Customer will not use the SAAS Service, the On-Prem Software, the Documentation or any other subject matter made available hereunder for any purpose prohibited by the Export Laws.

- 12.10 **Government End User Rights.** Customer agrees that the SAAS Service, On-Prem Software and Documentation and any derivatives thereof are “Commercial Items” as defined in 48 C.F.R. § 2.101, and if Customer is the Government, then such use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the SAAS Service, On-Prem Software and Documentation are licensed to Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable. Accordingly, Customer will have no rights in the SAAS Service, On-Prem Software and Documentation except as expressly agreed to in writing by Customer and SimX.
- 12.11 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the Parties (and the respective successors or permitted assigns).
- 12.12 **Relationship of the Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither Party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.
- 12.13 **Authority to Bind Customer.** Customer represents and warrants that the undersigned Customer Project Manager has the full and complete authority, power and discretion to manage Customer’s affairs and make determinations of matters under this Agreement. The Customer Project Manager has the full and complete authority to bind Customer to the terms of this Agreement, and all Customer Orders.
- 12.14 **Entire Agreement.** This Agreement, including each Customer Order, constitutes the complete and exclusive understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any modification or amendment of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties. Any terms and conditions contained or referenced in a Customer purchase order, purchase order, quote, acceptance, confirmation, invoice or similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the Parties in accordance with the preceding sentence.

(Signature Page follows)

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement, effective as of
8/20/2026 (the "Effective Date").

SimX

Customer

Cuyahoga Valley Career Center - CVCC

Customer Institution

8001 BRECKSVILLE ROAD, BRECKSVILLE, OHIO 44141 UNITED
STATES

Customer Name

By: 
Signature

Name: Ryan Ribeira
Print or Type

Title: CEO

By: 
Signature

Name: Marcy R. Green
Print or Type

Title: Assistant Superintendent

EXHIBIT A**CUSTOMER ORDER FORM**

The following Customer Order is fully incorporated into and made an integral part of the Software License and Services Agreement. Capitalized terms used and not otherwise defined in this Customer Order shall have the meanings set forth in the Software License and Services Agreement.

SimX Order Q-05646 (the “Customer Order”)

This Customer Order is governed by that certain Software License and Services Agreement entered into between (Customer Company Legal Name): Cuyahoga Valley Career Center - CVCC and SimX, Inc. and having an Effective Date of 8/20/2026

1. General Information.

Full Legal Name of SimX:	SimX, Inc. 548 Market St #87927 San Francisco, CA 94104 (“SimX”)
Full Legal Name of Customer Entity:	Legal Name: Cuyahoga Valley Career Center - CVCC 8001 Brecksville Road, Brecksville, Ohio 44141 United States (“Customer”)
Customer Project Manager:	Name: Hannah Dougherty Email: hdougherty@cvccworks.edu Phone: 440-746-8315 (“Customer Project Manager”)
License Start Date:	9/1/2026 (“License Start Date”)

2. SAAS Service and On-Prem Software.

On-Prem Option:	Customer is ordering On-Prem Server Option: ☐ Yes, include On-Prem Server Option ☒ No, decline On-Prem Server Option
SimX Subscription Term:	Three years beginning on the License Start Date.

SimX Software Fees	\$14,994.00
Type of Licensing:	Select one: ☐ Number of Permitted Users: N/A ☒ Number of Licensed Learner Devices: 2.00

3. SimX Support and On-Site Implementation and Training Services.

SimX Professional Services:	Customer orders the following SimX Support and Implementation Services, each as described in <u>Exhibit B</u> : ☒ Option One – Email Support ☒ Option Two – Email and Phone Support – number of CTCs: ☒ Option Three – Remote Training – number of sessions: 0.00 ☒ Option Four – In-Person Installation and Training – number of sessions: 0.00
SimX Professional Services Fees	\$5,346.00
On-Site Services will be performed at the following location(s):	
Customer Technical Contact:	The Customer Technical Contact is the individual or individuals specified below: Name: Kyle Livengood Email: klivengood@cvccworks.edu Phone: 440-746-8317 ("Customer Technical Contact" or "CTC")

4. SimX Marketplace Scenarios

SimX Marketplace Scenarios/AI Assistant:	Customer orders the following SimX Marketplace Scenarios and/or AI Assistant: AI Assistant General Marketplace Case 12-Pack Virtual Manikin™ — Adult Chest Pain General Marketplace Case - Placeholder for specific Marketplace Cases to be selected at a later time ☐ SimX will not be providing Marketplace Scenarios under this SimX Customer Order
SimX Marketplace Fees	\$0.00

SimX Curriculum Fees	\$0.00
Duration:	Three years beginning on the License Start Date.

5. Hardware Products Supply.

Hardware Products	<u>0.00</u> VR Hardware Sets <u>0.00</u> Moderator Laptops ☒ SimX will not be providing Hardware Products under this SimX Customer Order.
Purchase Price of Hardware Products	\$0.00 (Pricing may be updated by SimX upon 30 days' prior notice to Customer.)
SimX Hardware Products will be delivered to the following location(s)	Nursing Department at 8001 Brecksville Rd Brecksville, OH 44141

TO THE EXTENT THAT THIS CUSTOMER ORDER CONFLICTS OR IS INCONSISTENT WITH ANY CUSTOMER PURCHASE ORDER, INSTRUMENT OR OTHER DOCUMENT, THIS CUSTOMER ORDER TOGETHER WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH THIS CUSTOMER ORDER IS INCORPORATED SHALL SUPERSEDE SUCH PURCHASE ORDER , INSTRUMENT OR OTHER DOCUMENT.

5. Signature Approval.

The parties hereby agree to the terms of this Customer Order, effective as of the License Start Date. This Customer Order will only be considered a valid and binding agreement upon final signature by SimX and Customer Project Manager. Customer Project Manager represents and warrants that he or she is authorized to sign for and bind Customer with respect to the subject matter of this Customer Order. No changes to this Customer Order will be considered valid unless they have been made in writing and duly signed by SimX and the Customer Project Manager. Anything to the contrary will be considered null and void.

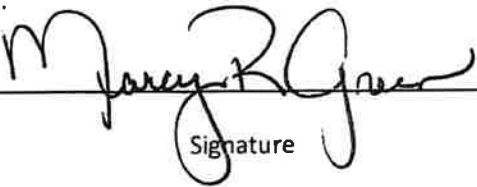
(Signature page follows)

SIMX

CUSTOMER

By: 

Signature

By: 

Signature

Name: Ryan Ribeira

Print or Type

Name: Marcy Green, EdD

Print or Type

Title: CEO

Title: Assistant Superintendent

EXHIBIT B

SimX Support and Implementation Services

1. **General.** Subject to Customer's payment of the applicable Fees, SimX will provide Support Services described in this Exhibit B to Customer during the Subscription Term, commencing upon the License Start Date for the Customer Order under which Support Services are ordered by Customer.

2. **Definitions.** The following additional defined terms are used in this Exhibit B. Capitalized terms used in this Exhibit B and not otherwise defined have the meanings set forth in the body of the Agreement.

2.1 **"Advanced Support Services"** means First Level Support and Second Level Support services.

2.2 **"Availability Percentage,"** with respect to the SAAS Service, means the amount of time measured in minutes that the SAAS Service could be available during Business Hours divided by the difference between such potential availability less the Downtime.

2.3 **"Business Hours"** means Monday through Friday, 9AM to 5PM Pacific Time, excluding U.S. Federal Holidays.

2.4 **"Downtime"** means the amount of time, measured in minutes during Business Hours, in a given month that the Services are not available other than Non-SimX Downtime. For avoidance of doubt, Errors may exist does not mean that the SAAS Service is not available, unless such Errors cause the SAAS Service to be unable to display and run Scenarios and are not caused by Non-SimX Downtime.

2.5 **"Error"** means a reproducible defect or combination of defects in the SAAS Service or On-Prem Software that result in a failure of the SAAS Service or On-Prem Software, when used in accordance with the Documentation, to function substantially in accordance with the Documentation. Errors are classified as follows:

- (i) **Severity 1:** The Error renders the SAAS Service or On-Prem Software inoperative or causes a complete failure of the SAAS Service.
- (b) **Severity 2:** The Error materially affects the performance of the SAAS Service or On-Prem Software, or materially restricts Customer's use of the SAAS Service or On-Prem Software (for example, important SAAS Service or On-Prem Software features are unavailable with no acceptable workaround).
- (c) **Severity 3:** The Error causes only a minor impact on Customer's use of the SAAS Service or On-Prem Software.
- (d) **Severity 4:** Although an Error exists, it does not impact the operation of the SAAS Service or On-Prem Software. The Error causes minor inconveniences such as cosmetic problems or Documentation inaccuracies.

2.6 **"Error Correction"** means either: (a) an Update that corrects an Error; or (b) a procedure or routine that, when observed in the regular operation of the SAAS Service or On-Prem Software, eliminates the practical adverse effect of an Error on Customer.

2.7 **"First Level Support"** means responding to and solving basic end user problems relating to the SAAS Service, On-Prem Software or Documentation. First Level Support includes the following:

- (a) responding to questions from end users regarding the SAAS Service, On-Prem Software or Documentation; and
- (b) reasonable efforts to diagnosis the root cause of any incident involving the SAAS Service or On-Prem Software, including determining if the incident:
 - (i) is the result of a configuration problem or a problem with other software or hardware installed by Customer or any end user;
 - (ii) is the result of an end user error;
 - (iii) is the result of a problem known to Customer;
 - (iv) is reproducible in the applicable environment;
 - (v) has been addressed by a prior distributed Update that has not been installed; or
 - (vi) is the result of an Error.

2.8 **“Non-SimX Downtime”** means all periods of time during which the SAAS Service is not available due to any reason other than an Error, including periods during which the SAAS Service is not available due to (a) scheduled maintenance or downtime; (b) any Customer Infrastructure, Customer-provided data, Customer Security Measures, or other items for which Customer is responsible under the Agreement, including as set forth in Article 4 of the Agreement; (c) any third party software, hardware, services or other materials; or (d) any force majeure event as described in Section 12.5 of the Agreement.

2.9 **“Second Level Support”** means responding to incidents that are not resolved under First Level Support and, if applicable, resolving Errors that give rise to such incidents.

2.10 **“Customer Technical Contact(s)”** has the meaning set forth in the applicable Customer Order Form.

3. **Support Responsibility**

3.1 **Option One – Email Support.** SimX will provide email and internet-based First Level Support and Second Level Support to Permitted Users. When a Permitted User submits a report request, SimX will make commercially reasonable efforts to respond in a timely manner.

3.2 **Option Two – Phone Support.** In addition to the support services provided in Tier One above, SimX will provide phone-based support during Business Hours for up to that number of Customer Technical Contacts set forth in the applicable Customer Order Form.

3.3 **Option Three – Remote Training.** SimX will perform that number of virtual training sessions with Customer Personnel as indicated on the Customer Order Form to assist Customer Personnel with the setup and operation of the Hardware and/or Software ordered by Customer from SimX. Each virtual training session will be conducted via teleconference, videoconference, or some other virtual method, and will be scheduled at the parties’ convenience.

3.4 **Option Four – In-Person Installation and Training.** SimX will perform that number of on-site implementation and training services for Customer to assist in the setup, installation, and operation of the Hardware and/or Software ordered by Customer from SimX. Each session will be scheduled at the parties’ convenience.

3.5 Additional Emergency On-Site Support Services. Customer may, from time to time, request emergency on-site support from SimX, beyond the support described above. SimX will use commercially reasonable efforts to provide such emergency on-site support to Customer, subject to the availability of appropriate SimX personnel. Customer will pay SimX for such on-site support at SimX's then-standard rates, and will additionally reimburse all costs and expenses that SimX reasonably incurs in connection with On-Site Services.

4. Customer Responsibilities.

4.1 Error Reporting. Customer will report to SimX all Errors experienced by Customer. Each such Error report will include sufficient information to enable SimX to reproduce and verify the Error. SimX will acknowledge each such reported Error via telephone, facsimile transmission, or electronic mail to the Technical Contact, and will use commercially reasonable efforts, consistent with the severity of the Error as determined by SimX, to reproduce and verify the Errors and provide an Error Correction.

4.2 On-Site Support Services. Customer is responsible for ensuring that SimX personnel will have sufficient access to Customer facilities, personnel, and equipment necessary to perform any services, and that any necessary Hardware not provided by SimX is available as needed to SimX personnel to provide the Services. If SimX is not able to perform due in whole or in part to Customer's provision of insufficient access to such facilities, personnel or equipment, fees and expenses will remain due and payable by Customer. Customer will provide a suitable and safe work environment for SimX employees and subcontractors while such employees and subcontractors may be on Customer's premises. While on Customer premises, SimX's employees and subcontractors will comply with reasonable security practices and procedures generally prescribed by Customer, provided that Customer has given SimX notice of such security practices and procedures. SimX employees and subcontractors will not be required to sign any waivers, releases or other documents to gain access to Customer's premises in connection with the performance of the SimX Services, and any such waivers, releases or other documents will be invalid and will have no effect. SimX may replace or change employees and subcontractors as required.

5. Updates. SimX will provide Customer with all Updates as and when SimX makes such Updates generally available to its end user customers receiving maintenance and support services from SimX. Customer acknowledges and agrees that, except as otherwise expressly set forth in this Exhibit B with respect to Error Corrections, SimX is under no obligation to issue Updates and that the obligation to make available any Updates applies only to those Updates that SimX commercially releases to its customers generally. SimX will provide updated Documentation reflecting Updates, as available.

6. Service Limitations. Notwithstanding anything to the contrary stated in the Agreement, SimX is not obligated to provide Support Services if the problem or incident at issue resulted from any of the following: (a) modification of or damage to the Software (excluding Updates or other modifications made by SimX); (b) failure of Customer Infrastructure or Customer's failure to provide adequate Customer Infrastructure; (c) negligence of Customer or any Permitted User; (d) a cause or causes beyond the reasonable control of SimX; (e) attempted maintenance by unauthorized persons; (f) Customer's improper use or installation of the Software; (g) use of other than the most recent version of the Software provided by SimX, including any failure to install and use any Error Correction or other Update; or (h) Non-SimX Downtime.

7. Customer Responsibilities. Customer will promptly implement all Error Corrections and other Updates furnished by SimX, and will cooperate with and assist SimX in the provision of the Support Services, including providing all Cooperation reasonably requested by SimX. Customer is responsible for providing adequate instructions for use and warnings in connection with any Hardware Products, Headsets, related accessories and software and for ensuring that such items are being used in an appropriate and safe manner, including in accordance with any applicable safety standard or regulation. In addition, SimX will notify Customer promptly if such SimX employees are no longer engaged in providing Support Services (whether as a result of termination of employment, transfer or otherwise) in order to enable Customer to appropriately manage access to its networks and systems.

EXHIBIT C

Terms of Sale for Hardware Products

1. **General.** Subject to the terms set forth in the applicable Customer Order, Statement of Work, and this Exhibit C, SimX will use reasonable efforts to supply the Hardware Products to Customer in accordance with the provisions of this Exhibit C.
2. **Definitions.** The following additional defined terms are used in this Exhibit C. Capitalized terms used in this Exhibit C and not otherwise defined have the meanings set forth in the body of the Agreement.
 - 2.1 **"Hardware Products"** means the third-party equipment and other hardware products set forth in a Customer Order.
 - 2.2 **"Purchase Price"** means the price set forth in a Customer Order for Hardware Products.
 - 2.3 **"Manufacturer"** means the third-party manufacturer of the Hardware Products.
3. **Ordering.** All orders for Hardware Products shall be made by written purchase order. All purchase orders will reference the Contract Order Form to which this Exhibit C is attached. No order shall be binding upon SimX until accepted by SimX in writing, and SimX shall have no liability to Customer with respect to purchase orders that are not accepted. Customer shall submit purchase orders to SimX in accordance with SimX's then current lead times. Orders may be changed or amended only by written agreement signed by both SimX and Customer, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery, except that when Customer requires expedited service involving overtime, overtime charges will be added at SimX's sole discretion to the Purchase Price. Any purchase order, memorandum, or other instrument issued by Customer in connection with this transaction is for Customer internal use only and its terms shall be of no force and effect with respect to the transaction covered by this Exhibit C. Customer may not cancel a purchase order unless such cancellation is expressly agreed to in writing by SimX. In such event, SimX will advise Customer of the total charge for such cancellation, and Customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-refundable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Customer which is permitted by SimX. Certification of such costs by SimX's certified public accountants shall be conclusive.
4. **Shipping and Expenses.** Except as otherwise set forth in the applicable Customer Order, Customer will pay in addition to the Fees, (a) shipping charges (for destinations located outside the continental United States), including packing, delivery, and insurance; and (b) SimX's reasonable out-of-pocket expenses incurred in the course of providing SimX Services, including travel and accommodations.
5. **Price.** Purchase prices of Hardware Products as of the date of the Customer Order to which this Exhibit C is attached are as set forth in the applicable Customer Order ("Purchase Price(s)"). Purchase Prices may be changed effective upon notice to Customer.
6. **Payment.** Customer will pay to SimX the Purchase Price for Hardware Products ordered by Customer in U.S. dollars no later than thirty (30) days after the date of SimX's invoice for such Hardware Products. Late payments will be subject to interest at the rate of 1.5% per month or the maximum rate allowed by applicable law, whichever is higher.

7. **DISCLAIMER OF WARRANTIES.** ALL HARDWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" BY SIMX. SIMX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE HARDWARE PRODUCTS OR THEIR USE. HARDWARE PRODUCTS ARE MANUFACTURED BY THIRD PARTIES AND TO THE EXTENT SIMX HAS THE RIGHT TO DO SO, ACCORDINGLY, CUSTOMER ACKNOWLEDGES AND AGREES THAT SIMX DOES NOT PROVIDE ANY WARRANTIES OR CONDITIONS IN CONNECTION WITH THE HARDWARE PRODUCTS OR THEIR USE. SIMX WILL PASS THROUGH TO CUSTOMER THE MANUFACTURER'S WARRANTIES TO CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO THE MANUFACTURER IN CONNECTION WITH ANY ERRORS, DEFECTS, OR OTHER ISSUES OR CONCERNS ARISING FROM THE HARDWARE PRODUCTS OR THEIR USE. SIMX DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE HARDWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SIMX IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY OR CONDITION WITH RESPECT TO THE HARDWARE PRODUCTS. SIMX IS NOT RESPONSIBLE NOR LIABLE FOR THE FUNCTIONALITY, RELIABILITY, OPERATION OR PERFORMANCE OF HARDWARE PRODUCTS. CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS ADVISED AND WILL ADVISE ITS PERMITTED USERS TO READ AND UNDERSTAND ANY WARNINGS AND INSTRUCTIONS PROVIDED BY THE HARDWARE MANUFACTURER, AND CUSTOMER WILL REVIEW SUCH WARNINGS AND INSTRUCTIONS PERIODICALLY WITH ITS PERMITTED USERS IF UPDATED BY THE MANUFACTURER. CUSTOMER IS SOLELY RESPONSIBLE FOR PROVIDING ADEQUATE TRAINING REGARDING THE WARNINGS AND INSTRUCTIONS IN CONNECTION WITH THE USE OF THE HARDWARE TO CUSTOMER'S AFFILIATES AND PERMITTED USERS. THE PROVISIONS OF THIS SECTION & SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED.

8. **LIMITATION OF LIABILITY.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) SIMX WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING ANY SUBSTITUTE SERVICES OR HARDWARE PRODUCTS IN CONNECTION WITH THE SUBJECT MATTER HEREOF) ARISING OUT OF OR RELATING TO THIS EXHIBIT C OR THE SUBJECT MATTER HEREOF; AND (B) SIMX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS EXHIBIT C WITH RESPECT TO ANY HARDWARE PRODUCT PROVIDED TO CUSTOMER OR ANY SERVICES PERFORMED IN CONNECTION THEREWITH WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR SUCH HARDWARE PRODUCT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

EXHIBIT D

Marketplace Scenarios License Agreement

1. DEFINITIONS.

Capitalized terms used and not otherwise defined in this Marketplace Scenarios License Agreement (this “**Agreement**”) shall have the meanings set forth in the Software License and Services Agreement between Customer and SimX (“**SLSA**”).

1.1 “Case Content” means text, images, audio, video, audio-video, data and other information in any form or media integrated into a Licensed Scenario.

1.2 “Licensed Scenario” means an exercise module for educational and training purposes specified in a Customer order placed through the SimX Marketplace, including the Software and Case Content made available to Customer as part of such module and any Documentation and Updates provided by SimX to Customer in connection with such module.

1.3 “Permitted User” shall have the meaning set forth in the SLSA, or if not defined in the SLSA, then (a) any student, trainee, employee or independent contractor of Customer or (b) non-employee physicians or other medical professionals or trainees, in each case that are authorized by Customer to access the SAAS Service or the On-Prem Software.

1.4 “SimX Marketplace” means the online site, direct sales representative(s), distributor sales, and other channels through which Licensed Scenarios can be ordered.

2. SLSA; RIGHTS AND LICENSES.

2.1 Limited License Grant and Scope. Subject to the terms and conditions of the SLSA and this Agreement, Customer’s rights and licenses under the SLSA extend to the Licensed Scenarios to the same extent that they extend to Scenarios licensed under the SLSA. Customer and SimX acknowledge and agree that Licensed Scenarios obtained through the SimX Marketplace are hereby included within the definition of “Scenarios” under the SLSA. Except as may be otherwise expressly set forth in this Agreement, all restrictions and limitations on Customer’s rights and licenses and all disclaimers of warranties and limitations of liability set forth in the SLSA apply to Licensed Scenario in the same manner that they apply to other products or services made available under the SLSA.

2.2 No Support. Notwithstanding anything to the contrary stated in the SLSA, SimX has no obligation to provide support, maintenance, Updates or other new versions of Licensed Scenarios under this Agreement or the SLSA. If Updates or new versions of Licensed Scenario are made available to Customer, however, they are included under this Agreement and the SLSA as “Licensed Scenarios” and “Scenarios” and are subject to the terms and conditions of this Agreement and the SLSA.

3. Case Content; Decision-making. Customer acknowledges that, as between SimX and Customer, all Case Content including educational material, medical case study distinctions, and diagnostic decision-making assessment criteria are Customer’s responsibility. Customer acknowledges that SimX is not responsible for determining the type of, or criteria needed, for a medical case and diagnostic decision-making assessment, nor is SimX responsible for deficiencies in or performance of the steps, procedures or other aspects of the Licensed Scenarios. SimX does not act upon any Case Content or data generated by or for Customer in any professional capacity (including clinical decision-making) or determine the type of procedures appropriate for Customer to make such assessment. Customer must determine such assessments. Nothing in the Licensed Scenarios, Documentation or other information or results made available under or in connection with this Agreement are intended to substitute for Customer’s or health care providers’ independent clinical and business judgment. Without limiting the foregoing, as between SimX and Customer, Customer remains solely responsible for ensuring the quality, sufficiency and legality of the clinical and business judgments, medical case management and diagnostic assessments, and other decisions made using the Licensed Scenarios, Documentation or other information or results made available under or in connection with this Agreement. Any risk arising out of or relating to the Licensed Scenario that may result in improper medical treatment, injury, property damage, or other damages is entirely allocated to Customer.

4. Termination. This Agreement is effective until the earlier of: (i) expiration or termination of the SLA, or (ii) termination of this Agreement by SimX. SimX may terminate this Agreement at any time by written notice if Customer breaches any of the provisions of this Agreement or the SLA. Upon termination of this Agreement, Customer agrees to cease all use of the Licensed Scenarios, return to SimX or destroy the Licensed Scenarios and all Documentation and related information and materials in Customer's possession, and so certify to SimX. Except for the license granted herein and as expressly provided herein, the other terms of this Agreement will survive expiration or termination.

5. Disclaimer of Warranties. THE LICENSED SCENARIOS, DOCUMENTATION, AND ANY OTHER PRODUCTS, COMPONENTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, SIMX DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SIMX DOES NOT WARRANT OR PROVIDE ANY CONDITION THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

6. Limitation of Liability. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) SIMX WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, OR RELATING TO PROCURING OR USING ANY HARDWARE OR DEVICES IN CONNECTION WITH THE SUBJECT MATTER HEREOF) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (B) SIMX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR SUCH LICENSED SCENARIO, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY WAS FORESEEABLE, AND REGARDLESS OF WHETHER SUCH LIABILITY AROSE FROM CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SIMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. Miscellaneous Terms.

7.1 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the Parties will refer to their permitted successors and assigns.

7.2 Dispute Resolution. If there is any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, whether based on contract, tort, statute or other legal or equitable theory (the "Dispute"), the Parties will first attempt to resolve such Dispute through good faith negotiations between executive-level representatives of each Party who have full authority to resolve the Dispute. If the Dispute remains unresolved ten (10) business days after such negotiations have commenced, then the Dispute will be settled by binding arbitration administered by JAMS in accordance with its applicable rules then in effect. The Agreement and its interpretation and validity will be governed by the substantive law of the State of California applicable to contracts made and to be performed within the State and without regard to the State's conflicts of laws rules that would result in the application of the laws of another jurisdiction, and without giving effect to the conflicts of law principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The location of the arbitration will be Mountain View, California. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16. The award of the arbitrator will be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Nothing in this Section 12.2 will

preclude any Party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction or an order of attachment, either prior to or during negotiation or Arbitration, in order to protect the interests of such Party.

PILOT MEMORANDUM OF UNDERSTANDING

Between

Cuyahoga Valley Career Center (CVCC) And Ashland University

Effective Date: 8/24/2026

Purpose

This Memorandum of Understanding (MOU) establishes a pilot partnership between Cuyahoga Valley Career Center (CVCC) and Ashland University to create a training pathway for individuals pursuing careers in telecommunications and tower technology.

Partnership

As part of this pilot:

- CVCC students will have the option to complete **Portions 1 and 2 of Ashland University's online 5G Readiness Program** as part of their preparation for enrollment in the **CVCC Telecommunication Tower Technician program and Fiber Optic Technician Program.**
- Upon successful completion of the online coursework, students can decide to enroll in the **CVCC Telecommunication Tower Technician program or the Fiber Optic Technician Program.**

In return, Ashland University will encourage students who complete the 5G Readiness Program and are interested in careers in telecommunications, broadband, or wireless infrastructure to continue their training by enrolling in the **CVCC Telecommunication Tower Technician program and Fiber Optic Technician Program**

Responsibilities

Cuyahoga Valley Career Center will:

- Recognize successful completion of the designated portions of Ashland University's 5G Readiness Program as an optional component of preparation for students enrolling in the CVCC Telecommunication Tower Technician program.
- Provide information about the Ashland University's 5G Readiness program for eligible students
- Provide hands-on telecommunication tower technician and fiber optic technician training and enrollment assistance.
- Encourage qualified students to enroll in the Ashland University's **5G Readiness Program** and facilitate referrals by connecting interested students with Ashland University staff.

Ashland University will:

- Deliver Portions 1 and 2 of the online 5G Readiness Program in accordance with its established curriculum.
- Actively promote the CVCC **Telecommunication Tower Technician program** and **Fiber Optic Technician Program** as the possible next step for students who successfully complete the 5G Readiness Program and are interested in careers in telecommunications, wireless infrastructure, and tower technology.
- Provide information about the CVCC program to eligible students through advising, recruitment materials, informational sessions, and other appropriate communication channels.
- Encourage qualified students to enroll in the CVCC **Telecommunication Tower Technician program** and **Fiber Optic Technician Program** and facilitate referrals by connecting interested students with CVCC staff.
- Collaborate with CVCC to evaluate the effectiveness of the pilot partnership and identify opportunities to expand and strengthen the educational pathway.

Term

This MOU is effective upon signature by both parties and will remain in effect for one (1) year unless modified or terminated by either party with thirty (30) days' written notice.

This Memorandum of Understanding reflects the mutual intent of both institutions to collaborate on this pilot initiative and does not create any legally binding financial obligations.

Cuyahoga Valley Career Center

Name: Dr. Marcy R. Green
Title: Assistant Superintendent
Signature: Dr. Marcy R. Green
Date: 8/20/2026

Ashland University

Name: Shawn L. JRR
Title: Shawn J. Orr - chief of staff
Signature: Shawn J. Orr
Date: 8/14/2026