



Master Services Agreement (MSA)

This Master Services Agreement (this "Agreement") is effective as of the date last executed below (the "Effective Date") by and between TPR Education, LLC d/b/a The Princeton Review ("TPR") and Triton Regional High School ("Organization") each a "Party," and collectively, the "Parties." Subject to and in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follow:

1. Scope of Services . TPR shall perform and/or provide to Organization the Services set forth in the attached Statement of Work ("SOW") or subsequent SOWs that may be executed by the Parties. Any such SOW shall be incorporated herein by reference (the services outlined in any SOW are hereafter referred to as the "TPR Services"). Additional units of the Services on the SOW can be ordered by email request from the Organization representative. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by TPR to provide TPR Services to Organization.

2. Term. This Agreement commences on the Effective Date and continues until the completion or expiration of the TPR Services set forth on all operative SOWs, unless earlier terminated in accordance with Section 3.

2.1. Term of SOW(s). The term for any SOW is specified on that SOW. Any SOW may be renewed by written agreement of the Parties for an additional term or upon the execution by both parties of a new SOW.

3. Termination; Service Suspension .

3.1. Either party may terminate this Agreement or any SOW immediately upon notice to the other party if the other party (i) materially breaches this Agreement or such SOW and fails to remedy such breach within 30 days after receiving notice of the breach; (ii) materially breaches this Agreement or such SOW in a manner that cannot be remedied; or (iii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

3.2. TPR may suspend Organization's access to the TPR Services if payment is 15 days in arrears. If Organization is 30 days past due on any payment, TPR may immediately terminate this Agreement without penalty. If TPR cannot provide the TPR Services for 45 consecutive days, in any format or medium, due to events beyond its control, whether an act of God, government regulation, or civic unrest, TPR may terminate this Agreement without further obligation.

4. Fees; Payment Terms . Organization agrees to pay the fees set forth on any SOW for TPR Services pursuant to the following terms:

4.1. All invoices are net 30 from the invoice date, unless otherwise specified in the applicable SOW.

4.2. For courses with per student fees, all final fees and billing will be based on the number of students on the Roster, as outlined below. Withdrawal of a student from a TPR Service under the Agreement after delivery of the Roster will not result in a reduction of the calculated fee or a refund.



4.3. Any SOW for renewed TPR Services shall include a 3% fee increase, unless parties agree in writing otherwise.

4.4. If TPR has not received payment of the invoiced amount within 30 days from the date of the invoice, TPR shall be entitled to recover from Organization all undisputed invoiced amounts, plus TPR's collection and litigation costs (including reasonable attorneys' fees), plus interest on all amounts owed at the highest rate allowed by law.

4.5. Purchase order needed: no n/a

4.6. The Organization is responsible for state sales tax, unless the Organization provides a state sales tax exemption certificate. If Organization is a state tax exempt institution, the Organization acknowledges that in order to prevent delays of services or being taxed in an invoice, it is essential Organization either attaches a copy of their State Tax Exempt Certificate or sends a copy via email to the TPR Contact within 48 hours of the execution of this Agreement. If Organization fails to submit to TPR a copy of the State Tax Exempt certificate, Organization may be invoiced state sales tax.

Tax Exempt?:

4.7. Billing Contact information:

The Princeton Review

AccountsReivableTPR@review.com

1-800-444-0189

Organization

Triton Regional High School

250 Schubert Avenue
Runnemede, NJ 08078

frizzo@bhprsd.org

856.939.4500

5. Products

5.1. Courses. If courses, whether in-person or online, are included in the TPR Services:

5.1.1. The Organization will provide TPR with all assistance needed to set up and launch the TPR Services, including but not limited to:

5.1.1.1. A coordinator for the TPR Services.

5.1.1.2. A roster of students enrolled for each of the TPR-led courses, in an electronic format, by the fourteenth (14th) calendar day from the start of the course (the "Roster"). Billing for courses with per student fees will be



based on the Roster. The Roster shall contain the first name, last name and email address for each enrolled student. TPR reserves the right to cancel a course without liability if fewer than the minimum numbers of students for a course, as specified on the applicable SOW, enrolls in the course.

5.1.1.3. Reasonable classroom facilities, at no cost to TPR, for delivery of any in-person TPR Services to be provided, and, if available, security.

5.1.2. The Organization shall provide TPR with 48-hours advance notice of any changes to the schedule of a TPR Service (except with respect to a Force Majeure event).

5.2. Teacher-to-Teacher (T2T). If Teacher-to-Teacher training is included in the TPR Services:

5.2.1. The Organization agrees that only teachers who have qualified and been certified by TPR at TPR standards ("TPR Certified Teachers") will teach a TPR program. TPR reserves the right to revoke the certification of any Organization teacher (i) who fails to maintain the confidentiality of the Confidential Information, or (ii) who uses the Confidential Information outside the scope of the Agreement. Upon expiration or termination of the certification of any Organization teacher, including if such teacher leaves the employ of the Organization, the Organization shall collect from such teacher and deliver to TPR all Confidential Information and other property of TPR, whether in tangible or electronic format, and including teacher's notes and summaries of any Confidential Information.

5.2.2 Any TPR Certified Teacher that will teach a TPR program for Organization must sign the standard TPR Teacher-to-Teacher Instructor Agreement.

5.3. If Homework Help ("HH") is included in the TPR Services:

5.3.1. All marketing, promotional, and other communications by the Organization that mention or refer to HH services, which include but are not limited to Live Homework Help®, SkillsCenter resource library, and/or Student Center, must include the "The Princeton Review" or "Powered by Tutor" logo, and include the ® symbol. This includes all Organization web pages that refer to or link to The Princeton Review or Tutor.com sites.

6. Availability of Online Resources

6.1. TPR shall use commercially reasonable efforts to make online resources other than HH available 24 hours a day, seven days per week, subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR's control. Except for emergencies, any such downtime for maintenance and related activities will be scheduled at times that minimize the impact to the Organization.

6.2. HH is offered 24 hours a day on 361 days of each standard year, and 362 days of each leap year. New subjects may have more limited hours. Homework Help is unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays, the HH services close beginning at 1:01 a.m. and they reopen at 2:00 p.m. on the following day (all times Eastern). En Español is available from 2:00 p.m.- 2:00 a.m. and Nursing and Allied Health is available 4:00 p.m. to 12



a.m. TPR may change the dates of availability of HH, and will notify the Organization of any such changes.

6.3. For any online resources, TPR has the right to change the content or technical specifications of any aspect of the online resources at TPR's sole discretion. Such changes may result in the Organization's inability to access the online resource temporarily.

7. Confidentiality

Except as otherwise provided in this Agreement, the Parties agree that the terms of this Agreement and all information, data, materials or technology communicated by a Party to the other Party that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential, including but not limited to all student records containing Personally Identifiable Information, as defined below ("Confidential Information") will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by the receiving Party, or its agents, without the prior written consent of the disclosing Party. "Personally Identifiable Information" means any information relating to or that identifies (or that could be used to identify) any individual, including but not limited to, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable. Each Party agrees to use the same means to protect the disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in any event not less than commercially reasonable means. Notwithstanding anything to the contrary herein, a receiving party shall only disclose Confidential Information of the disclosing party to the receiving party's personnel who need to know such Confidential Information in connection with this Agreement; if TPR believes, at its sole discretion, that an immediate disclosure is necessary to protect the student's or a third party's physical safety; or if disclosure is otherwise required by law. Each receiving party will advise its employees to whom disclosure of Confidential Information of the disclosing party is made, of the obligations hereunder to protect such Confidential Information and such employees shall have agreed to obligations of confidentiality substantially similar to those herein. Confidential Information will not include information that is (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the receiving party; (iii) rightfully received from a third party without an obligation of confidentiality; and (iv) independently developed without use of the other party's Confidential Information.

8. Data

8.1 Student Privacy Rights: Without limitation of its obligations under Section 7 above, (a) TPR shall take all commercially reasonable measures to protect the Personal Identifiable Information of Organization's students consistent with Family Education Rights and Privacy Act ("FERPA") and all applicable privacy laws.

8.2 Ownership and Use of Student Data: Student data, collected by TPR in delivering Services under this Agreement will be the property of the Organization. Organization grants TPR a limited license to use such student data, including diagnostic, practice test scores, actual test scores and score improvements, (i) in connection with the performance by TPR of its obligations to Organization, (ii) to help TPR analyze the efficacy of its programs and (iii) for use in the



marketing and promotion of TPR's programs; provided, that TPR will not disclose any Personally Identifiable Information contained in such data and will otherwise use such data in compliance with TPR's confidentiality obligation. To the extent permitted by law, the Organization shall cooperate with TPR to provide TPR with actual test scores of students for the tests prepared for under the Agreement solely for use by TPR in accordance with this section.

9. Intellectual Property Rights

9.1. Intellectual Property: (a) The Organization acknowledges and agrees that (i) all right, title and interest in and to the TPR Intellectual Property, as defined below, are and will remain TPR's and its current and future affiliates', and this Agreement in no way conveys any right, title or interest in the TPR Intellectual Property other than the limited licenses set forth in the Agreement, and (ii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR and its current and future affiliates, the development of which required the expenditure of considerable time and money. "TPR Intellectual Property" means all rights, including future rights, in TPR or its current and future affiliates' copyrights, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, documentation, specifications, designs, instructional methods, strategies, techniques and methodologies, and software programs, including but not limited to the Administrator Dashboard and the Online Student Center, recognized in any country or jurisdiction in the world, and all session transcripts, survey data and usage information, access to which is provided hereunder. (b) Upon the expiration or termination of this Agreement for any reason, the Organization shall deliver to TPR any and all TPR-owned equipment, supplies and all TPR Intellectual Property, or copies thereof, in electronic format or otherwise, in the Organization's possession or under its control. Within ten (10) business days of the expiration or termination of this Agreement, the Organization shall deliver to TPR an affidavit stating that to the best of its knowledge and information all TPR Intellectual Property required to be delivered under this Agreement has been delivered and copies that have not been delivered have been deleted or destroyed.

9.2. Limited License: TPR, on behalf of itself and its affiliates, hereby grants to the Organization a nonexclusive, non-transferable license (the "License") to use, and to permit its registered students and if applicable its teachers and administrators to use, the TPR Intellectual Property during the Term solely in connection with the TPR Services provided under the Agreement or applicable SOW. Organization shall not: (i) copy, modify, alter, excerpt, decompile, disassemble or otherwise reverse engineer the TPR Intellectual Property, and shall prevent others from doing so; (ii) delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, and (iii) use, and shall prevent others from using, the TPR Intellectual Property and other Confidential Information to teach any class or course or for any other purpose, except in connection with TPR Services. The Organization shall notify TPR promptly of any known or suspected infringement of the TPR Intellectual Property of which the Organization becomes aware. The Organization acknowledges that no source code or technical level documentation is licensed under this Agreement, and that TPR reserves all title and other rights to the Services, including without limitation the right to access and modify the Services for training, maintenance, upgrades, and security purposes. The Organization shall (i) ensure that access to the Services is properly limited to authorized users and that each account has a unique authorized user, and (ii) notify TPR promptly if Organization becomes aware of Services being used by an unauthorized person. If there is unauthorized use of a password or the Services, TPR may cancel that account. TPR reserves the right to, at its sole discretion, disable access to any online resource for any person



who fails to comply with TPR rules and procedures applicable to the resource, including the Terms of Use on TPR's website, and no credit or refund will be issued for such person.

9.3. Use of Name or Logo: Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

10. Warranties, Liabilities, Indemnities

10.1. Disclaimer; Limitation of Liability: (a) EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND TPR, ON BEHALF OF ITSELF AND ITS AFFILIATES, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OF RESULTS FOR STUDENTS, SUCH AS ANY IMPROVEMENT IN TEST SCORES. SUCH RESULTS ARE DEPENDENT ON FACTORS OUTSIDE OF TPR'S CONTROL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TPR MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SERVICE HEREUNDER OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES, TROJANS, MALWARE OR OTHER HARMFUL COMPONENTS OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. (b) Neither Party nor its affiliates shall be liable to the other Party or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with this Agreement, even if that party or its affiliates had been advised of the possibility of such damages.

10.2. In the event of a defect in the Services, the Organization's sole remedy shall be to have TPR use commercially reasonable efforts to correct any defect in the applicable computer code, either by modification or workaround. TPR shall have no obligation to correct nonconformities resulting from (i) any modifications not authorized by TPR; (ii) any use or misuse thereof contrary to TPR's specifications; (iii) any TPR property being installed or operated in contravention of requirements contained in such specifications; (iv) TPR software that has been obviated by later versions, updates, upgrades or releases lacking such nonconformity; (v) Services which operate properly in combination with third party software or hardware recommended by TPR; or (vi) TPR property which has been modified by the Organization or a User not in accordance with TPR's specifications or applicable guidelines.

10.3. Indemnification: (a) Except to the extent prohibited by the laws of the State in which the Organization is located,



the Organization shall indemnify and defend TPR and its affiliates, and its and their directors, officers, employees and agents (collectively the "TPR Parties"), from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by a TPR Party, but in all cases only a TPR Party's direct damages) arising out of, or related to: (i) the Organization's breach of any provision of this Agreement, (ii) any negligent act or omission or willful misconduct of the Organization or any of its officers, employees or agents, or (iii) TPR's receipt of, access to or use of any student records containing personally identifiable information hereunder from the Organization, provided that TPR uses such personally identifiable information only in accordance with this Agreement; provided, that TPR notifies Organization within a week of receipt of any claim. (b) TPR shall indemnify and defend the Organization, and its directors, officers, employees and agents (collectively, the "Organization Parties"), from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by an Organization Party, but in all cases only the Organization Party's direct damages) arising out of, or related to: (i) TPR's breach of any provision of this Agreement, or (ii) any negligent act or omission or willful misconduct of TPR or any of its officers, employees or agents; provided that Organization notifies TPR within a week of receipt of any such claim.

11. Miscellaneous

11.1 Entire Agreement: The Agreement, SOWs, Exhibits and any Addendums to the Agreement, contains the entire understanding between the parties and supersedes any prior oral and written understandings, agreements, communications, and terms and conditions attached to or contained within a purchase order issued by Organization in connection with the TPR Services, including, but not limited to, any security or privacy agreements executed by the parties. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by both parties. If any part of this agreement is declared void or unenforceable, the remainder will remain in full force and effect.

11.2. Order of Precedence: In the event of a conflict between the terms of the Agreement and a SOW (including any exhibits or attachments thereto), the terms of the SOW shall govern but only as regards such SOW.

11.3. Waiver: A party's failure or neglect to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

11.4. Non-Solicitation: Organization agrees that during the Term and for one (1) year following the termination or expiration of this Agreement, it will not recruit, solicit for employment, employ, or help any other third party to recruit, solicit for employment or employ, any TPR employee with whom Organization had contact in connection with this Agreement.

11.5. Force Majeure: TPR shall not be deemed to be in default for failure to comply with any provision, if such failure results from acts or events beyond its reasonable control.



11.6. Survival: Sections 7-11 survive the termination or expiration of this Agreement.

11.7. Governing Law; Jurisdiction/Waiver of Jury Trial: This Agreement is governed by and should be interpreted under NY Law without regard to its conflict of laws rules. Each Party hereby irrevocably submits to the personal jurisdiction of such courts and irrevocably waives all objections to such venue. Each party waives to the fullest extent permitted by law its right to trial by jury in any action or proceeding arising out of, relating to or in connection with this Agreement.

11.8. Compliance with Laws: Each of the parties shall comply with all applicable laws, ordinances, rules, regulations, codes and policies in connection with its performance under this Agreement.

11.9. All notices relating to this Agreement must be in writing and must reference this Agreement. Such notices will be deemed sufficient if sent by postage prepaid first-class mail, receipted courier service, facsimile, or email, at the address below or to such other address as specified in writing and will be effective upon receipt.

The Princeton Review

Triton Regional High School

110 E 42nd Street, 7th Floor
New York, NY, 10017

Attn: Legal Department

FAX: (508) 663-5115

E-mail: Legal@review.com

E-mail:

11.10. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties, provided that the Organization may not assign this Agreement Without the written consent of TPR.

11.11 Independent Contractor: TPR is an independent contractor and this Agreement will not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association.

11.12. Counterparts Authorized Signature: Organization certifies that the individual signing this Agreement on its behalf has the authority to bind the Organization to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.



TPR Education, LLC

Name:

Title: Title

Date

Triton Regional High School

Name:

Title:

Date



Statement of Work

This Statement of Work ("SOW") is entered into pursuant to the MSA between TPR Education, LLC d/b/a The Princeton Review ("TPR") and **Triton Regional High School** ("Organization"). TPR agrees to provide Organization with the Services and the Organization agrees to pay TPR for the Services as specified below.

Primary TPR Contact:

Name: Lesley Kniffin

Email: lesley.kniffin@review.com

Primary Organization Contact:

Name: Frank Rizzo

Email: frizzo@bhprsd.org

Opportunity number: 129693

Term of SOW: 6/20/18 to 6/19/19

Product: ACT & SAT Self-Paced

Course fee for ACT + SAT Self-Paced is \$99.00 per student. Each student will receive a license for ACT and SAT Self-Paced, up to 8 practice tests, and 365 days of online student portal access.

Product: ACT & SAT Self-Paced

Price: \$99/student

Students: 24

Subtotal: \$2376

Location for delivery of services: online

Organization agrees to a minimum purchase of 24 students. Additional sections and/or students may be added pursuant to the terms of this SOW by email to the Primary TPR Contact.

Total Minimum Contract Value

\$2376