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## RESEARCH ANALYTICS CONSULTING, LLC ENGAGEMENT

Research Analytics Consulting, LLC (“Contractor”) is pleased to present this letter of agreement (the “Engagement Letter”) to you, The Able Trust (“Company”) for the services outlined below (“Services”). It is our understanding that the Services will be used to assist Company:

*To identify the best course of action to evaluate High School High Tech and Futures Focus and develop appropriate measures and indicators that can be tracked to accurately assess program efficacy.*

Please review this Engagement Letter, including the attached Terms and Conditions, as they will govern the provision of the Services under this engagement (the “Engagement”). Subject to the terms of the Agreement Customer agrees to purchase the Services set forth below according to the following pricing, payment and other terms as set forth herein.

### **Fees & Timeline**

The agreed upon project fee is \$80,212.50 over 12 months ending in March 2025. This includes: (1) Evaluation Planning; (2) Instrument Development; (3) Qualitative Refinement; (4) Pilot Evaluation Processes and Conduct Psychometric Analyses.

Payments are to be made on the 15th of each month starting April 15 2024 in the amount of \$6,684.37 for a total of twelve payments.

### **Acknowledgement and Acceptance**

In accordance with Contractor policy, it is necessary that we receive an executed copy of this Engagement Letter with the attached Terms and Conditions (to which this Engagement is subject) prior to commencement of the Services.

To proceed with this project, Company would need to take the following steps:

1. Accept the proposal,
2. Finalize and sign, and
3. Submit electronic payment (if applicable) as outlined in the Fees & Timeline above.

We are ready to begin our work immediately upon receiving the signed Engagement Letter along with the required payment. We will liaise closely with you as to this timetable and in the event that we anticipate that the timetable cannot be met, we shall notify you as soon as reasonably possible to agree upon an adjusted timetable.

**This Engagement Letter shall be considered a binding.**

Unless expressly set forth otherwise, all amounts due Company are payable up front and due immediately upon execution of The Engagement.

The Engagement and listed rates are valid through **December 31, 2024**. After this date, listed rates may not be available and a new Order Form will be needed.

**In Witness Whereof**, each of the parties agree, pursuant to the terms of the Agreement to order the Services, in accordance with the above terms and the attached Terms and Conditions.

**RESEARCH ANALYTICS CONSULTING,  
LLC**

**THE ABLE TRUST**

By: Cindy M. Walker Ringel  
Name: Cindy M. Walker, PhD  
Title: Founder & CEO  
Date: 4/9/2023

Digitally signed by Cindy M. Walker Ringel  
Date: 2024.04.09 12:11:08 -04'00'

By:   
Name: Allison Chase  
Title: President & CEO  
Date: 4/10/2024

**Address for Invoices & Notices**

Contact: THE ABLE TRUST  
Address 1: 1709 Hermitage Blvd, Suite 100  
Address 2: \_\_\_\_\_  
City/St/Zip: Tallahassee, FL 32308  
Email: joseph@abletrust.org  
Payment Info: \_\_\_\_\_

## Attachment to the Engagement Letter

### Terms and Conditions

The following are the Terms and Conditions on which we will provide the Services set forth in the attached Engagement Letter. Together, the Terms and Conditions and the Engagement Letter are referred to as the "Contract," which forms the entire agreement between Contractor and Company relating to the Services.

### Copy, Alter or Transfer to Third Party

The Engagement Letter is solely intended for Company and Contractor to engage in a business relationship. No part of the Engagement Letter may be copied, altered, or transferred to any other media or third party (e.g., another contractor) without written, explicit consent from Contractor.

### Fees

1. Our invoices or agreed upon fees are payable upon receipt as outlined as described in Fees & Timeline. If we do not receive payment within 30 days of the invoice date or agreed Fees & Timeline, we shall be entitled, without prejudice to any other rights that we may have, to suspend provision of the Services until all sums due are paid in full. Under no circumstances can we issue our final Deliverables with any billings that remain outstanding.
2. If any amounts payable hereunder are not paid within thirty (30) days when due, such amounts shall accrue interest at a rate equal to the lesser of two percent (2%) per month or the highest interest rate allowed under the law of Wisconsin. In the event that we are required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available to us, we shall be entitled to reimbursement of our attorney's fees and other costs of collection.
3. We have no responsibility to update any Report, analysis or any other document or Deliverable relating to this Engagement for any events or circumstances occurring subsequent to the date of such Report, analysis or other document or Deliverable. Any such subsequent consultations or work shall be subject to arrangements at our then standard fees.
4. Either party may request changes to the Services. We shall work with you to consider and, if appropriate, to vary any aspect of the Engagement, subject to payment of reasonable additional fees and a reasonable additional period to provide any additional services. Any variation to this Contract, including any variation to fees, services, or time for performance of the Services, shall be set forth in a separate engagement letter executed by both parties which shall form part of this Contract.
5. Our performance of the Services is dependent upon you providing us with accurate and timely information and assistance as we may reasonably require from time to time. You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete. You shall notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon. The inability to supply us with the agreed upon information in a usable form within the amount of time reasonably required by us may increase fees and delay completion. Additionally, in the event unforeseen complications are encountered which would significantly increase fees; we would discuss these with you and await your approval before proceeding.
6. Either party may terminate this Contract in the event that the other party has breached any material provision of this contract and such breach has not been cured within ten (10) days after receipt of written notice from the then non-breaching party.

7. Upon termination of this Contract, each party shall, upon written request from the other, return to the other all property and documentation of the other that is in its possession, except that we shall be entitled to retain one copy of such documents in order to maintain a professional record of our involvement in the Engagement, subject to our continuing confidentiality obligations hereunder.

8. The provisions included within "Fees", "Preservation of Confidential Information" and "Other Terms and Provisions" shall survive the termination or expiration of this Contract.

### Work Products and Deliverables

9. Prior to the finalization of the Services and the Deliverables, we will confirm facts with you. We may do this by providing you with drafts of the Deliverables under the condition that in no circumstances are such drafts to be copied or given to other persons. We may also require a letter from you confirming representations made by you upon which we have relied. In addition, with respect to any information provided by you, we may require from you a written confirmation that, to the best of your knowledge and belief, such information was accurate and that no significant information essential to the Services or Deliverables has been withheld from us.

10. Company hereby represents that all information made available to Contractor by Company and its advisors will be complete and accurate and that any projections provided by Company to Contractor, or developed by Company with Contractor's support, will have been prepared in good faith and will be based upon assumptions that are both reasonable and achievable, and that no significant information essential to the analysis or Deliverables or Services will be withheld from us, and if Company becomes aware of such information essential to the analysis or Deliverables or any other aspect of the Services, Company will provide such information to us promptly. It is expressly understood and agreed that Contractor shall not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, any of the information made available to Contractor by Company, including, without limitation, prospective financial projections.

11. Our Deliverables will be based upon the information provided by and on behalf of you. We assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by and on behalf of you. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. You acknowledge that no reliance shall be placed on draft Deliverables, conclusions, results, or advice, whether oral or written, issued by us since the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final Deliverables or advice issued.

12. Contractor gives no warranties with respect to any deliverables. All Deliverables are provided "as is" and, except as otherwise specifically provided herein, Contractor does not make any and expressly disclaims all warranties of any kind or nature, whether express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose or use, warranties of uninterrupted or error-free performance of systems or applications, warranties regarding interaction with any other systems or applications, or warranties of any software provided by a third party vendor, all of which warranties Contractor expressly disclaims. Regardless of the form of the action, whether in contract, in tort or otherwise, in no event will Contractor be liable to Company or to any third party for any direct, indirect, special, consequential, or other loss or damages resulting from the use of or the inability to use the model deliverables, even if Contractor has been informed of the possibility of such loss or damages.

13. Any advice given, model delivered, statistical analysis conducted, software application delivered (e.g., website, website application, etc.), Report issued by us, etc. is provided solely for your use and benefit and only in connection with the Services that are provided hereunder. You may not modify, copy, transfer, or otherwise distribute any model delivered by us in any way which suggests that the program has been developed by, is approved by, or is endorsed by Contractor. You agree to obtain Contractor's written consent (not to be unreasonably withheld) before disclosing any of Contractor advice or analysis to anyone else, or otherwise making reference to its role, whether orally or in writing. When Contractor gives such consent, it is subject to the prior approval of Contractor of such disclosure. Further, you shall not provide such advice, analysis or Report to any third party without the third party first executing a standard Contractor Release Letter. Notwithstanding the foregoing, (i) you shall not refer to us either directly by name or indirectly as an independent valuation service provider (or by any other indirect reference or description), or to the Services, whether in any public filing or other document, without our prior written consent, which we may at our discretion grant, withhold, or grant subject to conditions. In no event, regardless of whether consent or pre-approval has been provided, shall we assume any responsibility to any third party to which any advice, model, results, Report or Deliverable is disclosed or otherwise made available.

14. It is understood and agreed that the final Deliverables resulting from this Engagement shall remain your property. To the extent that Contractor utilizes any of its property (including, without limitation, any hardware or software) in connection with this Engagement, such property shall remain the property of Contractor, and you shall not acquire any right or interest in such property or in any partially completed or draft Deliverables. We shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose our ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting our business (collectively, "Know-How") regardless of whether such Know-How is incorporated in any way in the final Deliverables.

15. The scope of the final Deliverables we will provide pursuant to the terms of this Contract will be limited to the scope as described in the Scope of Services section.

16. By its very nature, our work cannot be regarded as an exact science and the conclusions arrived at in many cases will of necessity be subjective and dependent on the exercise of individual judgment.

#### **Preservation of Confidential Information**

17. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving the Services which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, if disclosed in tangible form or otherwise, is manifestly confidential. Both of us agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving the Services under this or any other contract between us.

18. These restrictions will not apply to any information which: (a) is or becomes generally available to the public other than as a result of a breach of an obligation by the receiving party; (b) is acquired from a third party who owes no obligation of confidence with respect to the information; or (c) is or has been independently developed by the recipient.

19. Notwithstanding the foregoing, either party will be entitled to disclose confidential information of the other (i) to our respective insurers or legal advisors, or (ii) to third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably

practicable not less than two (2) business days' notice in writing is first given to the other party.

20. Except in the event of our willful misconduct or fraud, in no event shall we be liable to you (or any person claiming through you) under this Contract, under any legal theory, for any amount in excess of the total professional fees paid by you to us under this Contract or any addendum to which the claim relates. In no event shall we be liable to you under this Contract under any legal theory for any consequential, indirect, lost profit or similar damages relating to or arising from our Services provided under this Contract.

21. You accept and acknowledge that any legal proceedings arising from or in connection with this Contract (or any variation or addition thereto) must be commenced within one (1) year from the date when you become aware of or ought reasonably to have become aware of the facts, which give rise to our alleged liability. You also agree that no action or claims will be brought against any Contractor employees personally.

22. You agree to indemnify and hold harmless Contractor, its affiliates and their respective employees from and against any and all third party claims, liabilities, losses, costs, demands and reasonable expenses, including but not limited to reasonable legal fees and expenses, internal management time and administrative costs, relating to Services we render under this Contract or otherwise arising under this Contract. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct or fraudulent acts of Contractor.

23. You accept and acknowledge that we have not made any warranties or guarantees, whether expressed or implied, with respect to the Services or the results that you may obtain as a result of the provision of the Services.

24. Except for your payment obligations, neither of us will be liable to the other for any delay or failure to fulfill obligations caused by circumstances outside our reasonable control.

25. We reserve the right to use your Company name and a description of the nature of this engagement in general marketing materials.

26. This Contract constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. This Contract may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. This Contract shall be governed by and interpreted in accordance with the internal laws of the State of Florida and the courts of the State of Florida shall have exclusive jurisdiction in relation to any claim arising out of this Contract.

#### **Indemnification**

Each party shall indemnify and hold the other harmless for any liabilities, claims, damages, costs and expenses, including reasonable attorney's fees, caused or determined to have been caused by the negligent or fraudulent acts or omissions of the other party or as a result of a breach of this Contract.