



## WATERFORD EIR RESEARCH SITE AGREEMENT

This Research Site Agreement (the “Agreement”), dated effective as of the date signed by both parties below (the “Effective Date”), is between Waterford.org, LLC (“Waterford”), with a principal address at 4246 Riverboat Rd, Taylorsville, UT 84123, and Hernando County School Board, with a principal address at 919 North Broad Street Brooksville, FL 34601 (“Early Childhood Program”).

- **Purpose.** This Agreement seeks to establish and sustain collaborative procedures between the Early Childhood Program and Waterford to ensure a productive arrangement for the design and implementation of Waterford Early Learning Technology (the “Service”) at the following Early Childhood Program location(s):
  - Brooksville Elementary
  - Chocachatti Elementary
  - Deltona Elementary
  - Eastside Academy
  - Explorer K-8
  - JD Floyd Elementary
  - Moton Elementary
  - Pine Grove Elementary
  - Spring Hill Elementary
  - Suncoast Elementary
  - Westside Elementary
  - Winding Waters K-8
- **Term.** The term of this Agreement shall be the Effective date until August 31, 2027.
- **Termination.** If a party materially breaches this Agreement, the other party may terminate it upon 30 days prior written notice and opportunity to cure the breach. Upon the termination of this Agreement for any reason, any and all Early Childhood Program access to or use of the Service will be immediately suspended.
- **Waterford Commitment.** Waterford agrees to provide Early Childhood Program with:
  - a. Complimentary licenses and professional learning, at no cost to the Early Childhood Program, for all participating locations in the study:
    - 2026-2027 School Year: PreKindergarten
  - b. Study results upon completion of this Agreement, along with interim updates.

- **Early Childhood Program Commitment.** Early Childhood Program agrees to the following additional criteria:
  - a. Early Childhood Program agrees to have all prekindergarten students (students entering kindergarten in the following school year) enrolled in general education classrooms at participating program locations use Waterford Early Learning software for:
    - Prekindergarten
      - 15 minutes a day, five days a week for reading
      - 15 minutes a day, four days a week for math/science
  - b. Early Childhood Program agrees to have students complete the Waterford Standardized Adaptive assessment, included in the Service, at the beginning and at the end of each school year.
  - c. Early Childhood Program agrees to allow the third-party evaluator to randomly assign participating classrooms to one of two conditions for the randomized controlled trial (RCT): literacy or math/science.
  - d. Early Childhood Program will provide Waterford access to student-level data within a reasonable timeframe, subject to the terms and conditions of Addendum One: Data Sharing for Waterford Research Activities. Waterford shall abide by the Standard Student Data Sharing Privacy Agreement, Version 2, while engaging in data sharing and research activities. The Student Data Sharing Privacy Agreement, Version 2 is attached hereto, as Exhibit “1”. Access to this data will be granted to Waterford in full compliance with all applicable provisions under the Family Educational Rights and Privacy Act (FERPA) and any relevant federal, state, or local regulations governing the privacy and security of student information. In case there is any conflict between the terms of the Standard Student Data Sharing Privacy Agreement and the Data Sharing Waterford Research Activities and/or the Waterford Software Terms of Service, the terms of the Standard Student Data Sharing Privacy Agreement shall control.
  - e. Early Childhood Program will provide the designated independent evaluator access to student-level data within a reasonable timeframe, according to the “Memorandum of Understanding Between AIR and Hernando County School District for Study Entitled *Waterford Early Learning*.” To ensure independent evaluation of program effectiveness, access to said data will be provided to the independent evaluator in compliance with all FERPA parameters.

- f. Early Childhood Program agrees to have students complete the Waterford Standardized Adaptive assessment, included in the Service, at the beginning and at the end of the school year.
  - g. Early Childhood Program will designate a liaison to support implementation and data sharing.
- **Access to Service.** Subject to terms of this Agreement, Waterford grants to Early Childhood Program a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Service solely to provide education and learning services and to instruct its Users. Waterford will use commercially reasonable efforts to make the Service available in accordance with the terms and conditions of this Agreement.
  - **Security.** Each User must maintain a unique user identification name and password (“UserID”) for access to and use of the Service. The Early Childhood Program is responsible for the security and confidentiality of the UserIDs of its Users. The Early Childhood Program will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Waterford promptly of any such unauthorized use.
  - **Early Childhood Program Data.** Waterford will comply with The Student Data Sharing Privacy Agreement, Version 2, and use commercially reasonable efforts to safeguard the security, confidentiality and integrity of all information and data submitted by the Early Childhood Program or its Users through the Service or provided by them to Waterford in connection with the Service (“Early Childhood Program Data”). The Early Childhood Program is otherwise solely responsible for its Early Childhood Program Data and will not provide, post or transmit any Early Childhood Program Data or any other data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses, spyware or other malware. Waterford may take remedial action if the Early Childhood Program or its Early Childhood Program Data violates this Section; however, Waterford is under no obligation to review Early Childhood Program Data for accuracy or potential liability. Waterford may collect and retain Early Childhood Program Data from which all personally identifiable information included in such data has been removed (“De-Identified Data”). Waterford may use and disclose De-Identified Data for any lawful purpose, including without limitation to benchmarking, development of best practices and improved products and services, and research and statistical purposes, without reimbursement or notification to, or consent from, the Early Childhood Program. The Early Childhood Program agrees that Waterford may, to the fullest extent permitted by applicable law, use and retain personally identifiable information included in the Early Childhood Program Data for

research projects conducted with the Early Childhood Program and independent evaluators, provided that at the conclusion of such project, Early Childhood Program Data will be de-identified or removed at Waterford's discretion, and in no event will personally identifiable information be disclosed to third parties. The Early Childhood Program will indemnify, defend and hold Waterford harmless against any third-party action against Waterford arising out of or relating to the Early Childhood Program's use of the Service, including claims by any customer or business partner of the Early Childhood Program, or alleging that the Early Childhood Program Data or its use infringes the intellectual property or other right of a third party or otherwise harms a third party.

- **Use Restrictions.** Early Childhood Program is responsible for all use of the Service by Early Childhood Program or its Users. Early Childhood Program will not: (a) access or copy any data or information of other Waterford customers without their consent; (b) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (c) harass or interfere with another customer's use and enjoyment of the Service. Early Childhood Program will comply with all applicable local, state and federal laws in connection with this Agreement. Early Childhood Program will not (and will not permit any User or third party to): (a) reverse engineer, disassemble or decompile any component of the Service; (b) interfere in any manner with the operation of the Service, or the hardware and network used to operate the Service; (c) distribute, transfer, sublicense or otherwise make the Service available to third parties (other than authorized Users); (d) embed or incorporate any part of the Service into other applications of Early Childhood Program or third parties; (e) copy, modify or create derivative works of the Service; (f) attempt or permit any third party to attempt to modify, alter, or circumvent the license or access control and protection mechanisms within the Service; (g) use the Service in violation of any applicable law, rule or regulation, including any export/import laws, (h) in any way access, use, or copy any portion of the Service or Waterford's software code included therein (including the logic and/or architecture thereof and any trade secrets therein) to directly or indirectly develop, distribute or support any product or service that is competitive with the Service; or (i) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation of Waterford displayed on any display screen within the Service.
- **Confidential Information.** Each party will keep confidential all non-public information provided to it by the other party ("Confidential Information"), including sales and marketing plans and strategies, future product and service plans, price lists, financial and business information, trade secrets, Early Childhood Program Data, etc. The receiving party will not use Confidential Information for any purpose other than the authorized purposes of this Agreement. The receiving party may disclose Confidential

Information only to its employees and contractors who need to know such information and are bound to keep it confidential. The receiving party will give Confidential Information at least the same level of protection as it gives its own Confidential Information of similar nature, but not less than a reasonable level of protection. The above restrictions will not apply to any information that (i) is or becomes publicly known without the fault of the receiving party, (ii) was in the receiving party's possession prior to the disclosure, (iii) is independently developed by the receiving party without reference to the Confidential Information, or (iv) is lawfully disclosed to the receiving party by a third party without restriction on disclosure. Also, the receiving party may disclose Confidential Information in response to a valid order or requirement by a court or other governmental body, provided that, if permissible, it gives the other party reasonable prior written notice of such disclosure.

- **Ownership.** Waterford retains all right, title and interest in and to the Service and all software, materials, interfaces, information, data, content and proprietary information and technology used by Waterford or provided to Early Childhood Program in connection with the Service. Other than as expressly set forth in this Agreement, no license or other rights in the Service are granted to Early Childhood Program, and all such rights are hereby expressly reserved by Waterford. Waterford shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Early Childhood Program and its Users. Early Childhood Program retains ownership of the Early Childhood Program Data, provided that Early Childhood Program grants to Waterford all necessary licenses in and to such Early Childhood Program Data solely as necessary for Waterford to use Early Childhood Program Data as set forth in this Agreement. Waterford shall own all De-Identified Data.

**WARRANTY DISCLAIMER.** THE SERVICE AND ALL SOFTWARE, PRODUCTS, DATA, MATERIALS, AND DOCUMENTATION PROVIDED BY WATERFORD IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." WATERFORD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY, EFFICACY AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. EARLY CHILDHOOD PROGRAM ASSUMES ALL RISK AS TO THE QUALITY, FUNCTION, PERFORMANCE, AND ACCURACY OF THE SERVICE. WATERFORD WARRANTS THAT THE WORK PRODUCT AND ANY OTHER MATERIALS LICENSED HEREUNDER DO NOT KNOWINGLY CONTAIN ANY VIRUS, WORM, TROJAN HORSE, OR ANY UNDOCUMENTED SOFTWARE LOCKS OR DROP-DEAD DEVICES WHICH WOULD RENDER INACCESSIBLE OR IMPAIR IN ANY WAY

THE OPERATION OF THE WORK PRODUCT OR ANY OTHER HARDWARE, SOFTWARE, OR DATA WHICH THE WORK PRODUCT IS DESIGNED TO WORK WITH.

- DOES NOT WARRANT THAT THE SERVICE WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR FREE OF MALWARE.
- **LIMITATION OF LIABILITY.**  
IN NO EVENT WILL WATERFORD BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH, LOST DATA OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, OR DELAY OF THE SERVICE, EVEN IF WATERFORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- **GENERAL PROVISIONS.**
  - a. This Agreement will be governed by the laws of the State of Utah, excluding conflict of laws principles. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court sitting in Salt Lake County, Utah, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If a dispute results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.
  - b. Waterford will not be liable for failure or delay in the performance of its obligations under this Agreement caused by any event beyond its reasonable control, including without limitation acts of nature, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, telecommunications failures or delays, computer failures involving hardware or software not within Waterford's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).
  - c. Early Childhood Program may not assign this Agreement without prior written consent of Waterford. This Agreement, together with the Standard Student Data Privacy Agreement, Version 2, the Hernando County School District Standard Addendum (attached hereto as Exhibit "2"), Affidavit Regarding Use of Coercion for Labor and Services (attached hereto as Exhibit "3"), PUR 1355 (attached hereto as Exhibit "4"), collectively referred to as the "Hernando County School District Addenda," constitutes the entire and exclusive agreement between the parties relating to this subject, and supersedes any previous agreements or representations. In the event of any conflict, inconsistency, or ambiguity between the terms of the Hernando County School District Addenda and the terms of the underlying agreement

to which it relates, including the Waterford Terms of Service and the Waterford EIR Research Site Agreement (the "Agreement"), the terms of the Hernando County School District Addenda shall control and prevail with respect to the subject matter addressed herein, and the conflicting, inconsistent, or ambiguous provisions of the Agreement shall be deemed modified solely to the extent necessary to give full effect to the Hernando County School District Addenda. No waiver by either party of any default or obligation shall be effective unless in writing. Any failure to exercise any right or power under this Agreement, or to insist on strict compliance, shall not constitute a waiver of the right to exercise such right or power or to insist on strict compliance in the future.

This Agreement may not be amended except by a written document signed by authorized representatives of both parties.

- d. If any term of this Agreement is found void or unenforceable, all other terms shall remain in full force and effect.
- e. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, confirmed facsimile or email, or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

Waterford.org, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Early Childhood Program

School Board:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency  
Caroline I. Mockler, Esq.  
Staff Counsel, HCSD  
3:23 pm, 04/17/2026

## Addendum One

### Data Sharing for Waterford Research Activities

**Title:** Waterford.org, LLC (“Waterford”) and Hernando County School District

**Purpose of the project:** Waterford will engage a third-party evaluator to conduct a research study of the Waterford Early Learning Platform at Hernando County School District (Prekindergarten). The program will be implemented by Waterford. The research study will employ a randomized controlled trial (RCT) to analyze outcomes among students who use the Waterford Early Learning during the program day.

**Project Scope:** The study will provide evidence regarding the effects of Waterford Early Learning on student academic skill development in literacy or mathematics in Prekindergarten. To assist Waterford in conducting the study, the Early Childhood Program will provide Waterford with data as specified in this agreement.

**Duration:** Through August 30, 2027.

**Potential Risks:** There is always privacy risk when using student-level data. However, Waterford will work with the Early Childhood Program to mitigate any risk.

**Extant Data Elements:**

Category	School Years	Grades	Data Elements
Student characteristics	• 26-27	• PreK	<ul style="list-style-type: none"><li>• Gender</li><li>• Race/ethnicity</li><li>• Free or reduced-price lunch status</li><li>• English learner status</li><li>• Special education status</li></ul>
Teacher/ classroom characteristics	• 26-27	• PreK	<ul style="list-style-type: none"><li>• Gender</li><li>• Race/ethnicity</li><li>• Classroom size</li></ul>
Program characteristics	• 26-27	N/A	<ul style="list-style-type: none"><li>• Number of FT/PT staff</li><li>• Program demographic composition</li></ul>
Student reading achievement (Early	• 26-27	• PreK	<ul style="list-style-type: none"><li>• Early Childhood Program formative assessments (fall/spring)</li></ul>

Category	School Years	Grades	Data Elements
Childhood Program administrative records)			<ul style="list-style-type: none"> <li>• End of Program assessments (if applicable)</li> </ul>
Math reading achievement (Early Childhood Program administrative records)	<ul style="list-style-type: none"> <li>• 26-27</li> </ul>	<ul style="list-style-type: none"> <li>• PreK</li> </ul>	<ul style="list-style-type: none"> <li>• Early Childhood Program formative assessments (fall/spring)</li> <li>• End of Program assessment results (if applicable)</li> </ul>

EXHIBIT "1"  
Standard Student Data Privacy Agreement, Version 2

EXHIBIT "2"  
Hernando County School District Standard Addendum

EXHIBIT "3"  
Affidavit Regarding Use of Coercion for Labor and Services

EXHIBIT "4"  
PUR 1355