



MY SCHOOL IMPROVEMENT PARTNER (MSIP)

PROFESSIONAL SERVICES TERMS

Version: 1.0

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These Professional Services Terms ("Professional Services Terms") govern implementation, onboarding, training, consulting, configuration, integration, AI enablement, and other professional services performed by WestEd in connection with the My School Improvement Partner ("MSIP") platform and are incorporated into each applicable Order Form and Statement of Work ("SOW").

1. DEFINITIONS

"Acceptance Criteria" means the objective criteria identified in an applicable Statement of Work used to determine whether Deliverables satisfy the agreed requirements.

"Agentic AI Components" means artificial intelligence, machine learning, large language model, workflow automation, orchestration, reasoning, retrieval, recommendation, predictive analytics, prompt engineering, agent-based workflows, or other AI-enabled functionality incorporated into the Services or Deliverables.

"Deliverables" means work product specifically identified in a Statement of Work as a deliverable to be provided by WestEd.

"Professional Services" means implementation, onboarding, deployment, configuration, consulting, training, data migration, AI configuration, workflow design, integration, optimization, and related services performed by WestEd.

"Project Plan" means the implementation plan, schedule, milestones, dependencies, and activities agreed upon by the parties.

"Statement of Work" or "SOW" means a written document executed by the parties describing the Professional Services to be performed.

2. PROFESSIONAL SERVICES

2.1 Scope of Services

WestEd may provide Professional Services that include:

- a. implementation and deployment planning;
 - (i) onboarding and project management;
 - (ii) data migration assistance;



(iii) administrator and end-user training;

(iv) user provisioning and setup;

(v) change management support;

(vi) prompt design and optimization

b. AI workflow design and implementation

c. strategic planning and advisory services;

d. educational improvement consulting;

e. other services described in the applicable SOW.

2.2 Performance Standard

WestEd shall perform Professional Services in a professional and workmanlike manner using personnel possessing appropriate skills, training, and experience.

3. STATEMENTS OF WORK

Professional Services shall be governed by one or more Statements of Work as set forth in the Order Form.

Each SOW may include items such as:

- project objectives;
- scope of services;
- assumptions;
- Deliverables;
- project milestones;
- responsibilities of each party;
- acceptance criteria;
- schedule;
- pricing and payment terms;
- travel requirements;
- dependencies and prerequisites.



In the event of a conflict between a SOW and these Professional Services Terms, the SOW shall govern solely with respect to the specific Professional Services covered by that SOW.

4. PROJECT GOVERNANCE

4.1 Project Managers

Each party shall designate a project manager with authority to coordinate project activities and make routine project decisions. Project managers will be delineated in the SOW.

4.2 Cooperation

Client shall provide timely cooperation, personnel, access, information, approvals, and decisions necessary for WestEd to perform the Professional Services.

4.3 Delays

WestEd shall not be responsible for delays caused by:

- Client actions or omissions;
- delayed approvals;
- unavailable personnel;
- inaccurate information;
- third-party systems;
- third-party vendors;
- force majeure events.

Project schedules may be adjusted accordingly.

5. CLIENT RESPONSIBILITIES

Client shall:

- a. identify project stakeholders;
- b. provide subject matter experts as reasonably requested;
- c. make timely decisions and approvals;
- d. provide access to required systems and data;
- e. maintain appropriate technical infrastructure;
- f. participate in training and testing activities;



- g. ensure availability of key personnel;
- h. ensure all rights, permissions, and authority to upload Client Data into MSIP product;
- i. comply with all applicable laws and regulations.

Failure to satisfy these responsibilities may result in schedule delays, additional fees, or changes to project scope.

6. PROJECT ASSUMPTIONS

Unless otherwise stated in a SOW:

- a. Client will provide complete and accurate information;
- b. Client personnel will be available when reasonably needed;
- c. Client will obtain required third-party approvals;
- d. Client will maintain necessary licenses and permissions;
- e. project activities will be performed remotely;
- f. implementation activities will occur during normal business hours.

Material deviations from project assumptions may require a Change Order.

7. CHANGE MANAGEMENT

7.1 Changes in Scope

Either party may request changes to the scope of Professional Services.

7.2 Change Orders

Changes affecting scope, Deliverables, timelines, staffing, assumptions, pricing, or resource requirements shall require a written Change Order signed by both parties.

7.3 Impact Analysis

WestEd may evaluate requested changes and provide an assessment of impacts to:

- project schedule;
- Deliverables;
- assumptions;
- resources;
- pricing;



- technical requirements.

WestEd shall not be obligated to perform changed work until a Change Order is mutually agreed to in writing.

8. ACCEPTANCE OF DELIVERABLES

8.1 Review Period

Client shall review Deliverables within ten (10) business days following delivery unless otherwise stated in the applicable SOW.

8.2 Acceptance

A Deliverable shall be deemed accepted upon the earliest of:

- a. written acceptance by Client;
- b. productive use of the Deliverable;
- c. expiration of the review period without written rejection.

8.3 Rejection

If Client reasonably determines that a Deliverable materially fails to satisfy the applicable Acceptance Criteria, Client shall provide written notice within ten (10) days from receipt of the Deliverable describing the deficiencies in reasonable detail.

WestEd shall use commercially reasonable efforts to determine how to correct such deficiencies within ten (10) days thereafter or as otherwise mutually agreed to in writing. Resubmitting the Deliverable will be provided as soon as commercially available.

8.4 Exclusive Remedy

Correction and resubmission of Deliverables shall constitute Client's sole remedy for failure to satisfy Acceptance Criteria.

9. TRAINING SERVICES

Training services may include coaching support, such as:

- administrator training;
- end-user training;
- train-the-trainer programs;
- workshops;
- webinars;



- office hours;
- AI literacy training;
- AI governance training.

Training materials may be used solely for Client's internal purposes.

10. AGENTIC AI SERVICES

10.1

- **Human Oversight**

Client acknowledges that Agentic AI Components may generate recommendations, summaries, analyses, predictions, classifications, or other outputs that require human review and judgment.

Client remains solely responsible for decisions, actions, and outcomes arising from its use of AI-generated outputs.

10.3 No Guaranteed Outcomes

WestEd does not guarantee that AI-generated Outputs will be accurate, complete, unbiased, error-free, or suitable for any specific purpose.

10.4 AI Model Changes

WestEd may update, replace, modify, or improve Agentic AI Components in accordance with the SaaS Terms of Service and applicable Material Product Change provisions.

11. DATA MIGRATION SERVICES

Once data migration services are made available by WestEd, such services may be provided if expressly identified in a SOW. Such services may include the import or migration of reports, survey data, assessments, or other information from WestEd's CALL platform or other WestEd-approved systems.

Client remains responsible for:

- data quality;
- data accuracy;
- data validation;
- data cleansing,



- ensuring that any data or documents provided to WestEd or uploaded into MSIP are appropriate for the intended educational purpose and that Client has all necessary rights, permissions, and authority to provide such data.

Unless expressly stated otherwise, WestEd does not warrant that migrated data will be free of errors originating in source systems.

12. TRAVEL AND EXPENSES

Unless otherwise stated in the applicable SOW, Professional Services shall be performed remotely.

13. INTELLECTUAL PROPERTY

13.1 WestEd Ownership

In addition to the intellectual property rights stated in the SaaS Terms of Service, WestEd retains all right, title, and interest in and to:

- MSIP;
- software;
- source code;
- methodologies;
- processes;
- frameworks;
- templates;
- training materials;
- documentation;
- AI models;
- workflows;
- algorithms;
- tools;
- know-how;
- pre-existing intellectual property

as it concerns any Professional Services delivered under this Agreement.



Notwithstanding Section 13.1, Professional Services or Deliverables may incorporate third-party materials or content made available under open-source, Creative Commons, or similar licenses. Such materials remain subject to their applicable license terms.

13.2 Deliverables

Upon payment of all applicable fees, Client receives a non-exclusive, non-transferable license to use Deliverables (which may include Outputs) solely for its internal business and educational purposes.

13.3 Feedback

Client grants WestEd a perpetual, irrevocable, royalty-free right to use feedback, suggestions, recommendations, and improvement ideas.

13.4 Residual Knowledge

Nothing in this Agreement restricts WestEd from using general knowledge, skills, experience, concepts, techniques, and know-how retained in the unaided memory of its personnel.

14. PROFESSIONAL SERVICES WARRANTY

WestEd warrants that Professional Services will be performed in a professional and workmanlike manner commensurate with industry standards.

Client must notify WestEd of any warranty claim within thirty (30) days following performance of the applicable Professional Services.

WestEd's sole obligation and Client's exclusive remedy shall be re-performance of the deficient Professional Services.

15. LIMITATION OF LIABILITY

Professional Services are subject to the limitation of liability provisions contained in the SaaS Terms of Service.

16. SURVIVAL

Sections relating to intellectual property, confidentiality, payment obligations, acceptance, limitation of liability, residual knowledge, and dispute resolution shall survive expiration or termination of the applicable SOW.

END OF PROFESSIONAL SERVICES TERMS