

## LEARNING MANAGEMENT SYSTEM (LMS) SERVICE AND FEE AGREEMENT

Party A: \_\_\_\_\_ (Chinese School)

Party B: \_\_\_\_\_ (LMS Service Provider)

### 1. Services

Party B shall provide LMS services including registration, course management, payment records, communication, and technical support. (For details, please refer to Appendix A)

### 2. Term

This Agreement shall be effective for \_\_\_\_\_ years from \_\_\_\_\_ to \_\_\_\_\_.

### 3. Fees and Payment

Fees shall be calculated based on the total number of active users of the system (students + staff). (The applicable fee schedule is set forth in Appendix B.)

“Active users” refer to all student accounts and staff accounts that are associated, during any billing period, with courses whose course end date is later than the start date of the billing period.

(1) Student Accounts: Any student account registered in a course with a course end date later than the start date of the billing period shall be deemed an active student user for that billing period.

(2) Staff Accounts: Any staff account assigned to the above courses and performing teaching, administrative, or operational duties within the system shall be deemed an active staff user for that billing period.

Service Fee: \$ \_\_\_\_\_ per year (or per-student pricing).

Payment terms: \_\_\_\_\_.

### 4. Rights and Obligations

Party A shall have the right to use the LMS system for school operations and management during the term of this Agreement.

Party B shall provide reasonable system availability and technical support services during the service period.

Party B shall respond to Party A's support requests and commence handling such requests within one to three (3) business days after receipt.

This service level commitment (SLA) shall not apply to service unavailability or delays caused by third-party service interruptions or force majeure events.

### 5. Data Protection

Both parties agree to comply with Appendix C: Student & Parent Data Protection Agreement.

### 6. Termination

Either Party may terminate this Agreement by providing \_\_\_\_\_ days' prior written notice to the other Party. If Party A gives notice of termination during an ongoing academic term, the effective termination date of this Agreement shall be deferred until the end of the current academic term, in order to ensure the continuity of teaching and school operations.

7. Governing Law

This Agreement shall be governed by the laws of Party A's state.

8. Miscellaneous

This Agreement constitutes the entire agreement except its appendix.

Authorized Signature (Party A): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Party B): \_\_\_\_\_ Date: \_\_\_\_\_

### Appendix A : LMS System Feature Comparison

		System A	System B	System C
School-Specific Domain		✓	✓	✓
HTTPS Security Certificate		✓	✓	✓
Data Backup		✓ Standard Backup	✓ Private Cloud Backup	✓ Enterprise-Grade Cloud Backup
Nonprofit Resource Application Support		✓	✓	✓
Enrollment & Registration Module	Enrollment Page	✓ No branding customization	✓ Branding & WeChat integration	✓ Branding & WeChat integration
	Course & Tuition Setup	✓	✓	✓
	Class Enrollment Management	✓	✓	✓
	Email / CRM	✗	✓ Automated Emails	✓ Advanced CRM Emails
	Online Payment System	✓ Basic (No WeChat)	✓ Smart Reconciliation + WeChat	✓ Smart Reconciliation + WeChat
	Discount Management	Basic	Custom (Family Plans)	Custom (Family Plans)
	Admin Management	✓	✓	✓
Class Management Module	Student Leave & Rescheduling	✗	✓	✓
	Attendance Tracking	✓	✓	✓
	Student Profile	✓	✓	✓
	AI Student Analytics	✗	✗	✓
	Teacher Evaluations	✓ Manual	✓ Manual	✓ AI-Assisted
	Zoom Account Assignment	✗ Manual	✓	✓
	Zoom Recording Cloud Storage	✗	✓	✓
Staff Management Module	Teacher Account Management	✓	✓	✓
	Course Assignment	✓	✓	✓
	AI Teacher Analytics	✗	✗	✓
	Automated Payroll Calculation	✗	✓	✓
	Payroll Report Export	✗	✓	✓
	Attendance Tracking & Leave Records	✗	✓	✓
	Teacher Profile	✓	✓	✓

## Appendix B : LMS Fee Schedule

Active Accounts	System A	System B (A included)	System C (A+B included)
≤ 50	<b>\$30/month</b> <b>(\$360/year)</b>	\$40/month	\$50/month
≤ 100	\$40/month	<b>\$50/month</b>	\$60/month
≤ 150	\$50/month	\$60/month	\$70/month
≤200	\$60/month	\$70/month	\$80/month
≤250	\$70/month	\$80/month	\$90/month
≤ 300	\$80/month	\$90/month	\$100/month (\$1,200/year)
> 300	Custom Pricing		

### Notes:

- Fees are charged on an annual basis, calculated as twelve (12) months. Accounts exceeding 300 users are eligible for customized pricing and separate quotation.
- Account usage count = number of students + number of teachers (total number of individuals with active system accounts).
- If Party A terminates this Agreement early during the service period, Party B shall refund Party A the prepaid service fees on a pro rata basis for the unused portion of the service period, calculated based on the remaining months.

## Appendix C : Student & Parent Data Protection and Conflict of Interest Agreement

Party A: \_\_\_\_\_ (Chinese School)

Party B: \_\_\_\_\_ (LMS Provider)

### 1. Purpose

This agreement ensures the protection of student and parent data and addresses conflict of interest concerns.

### 2. Data Ownership

All student and parent data collected through the LMS remain the property of Party A.

### 3. Data Usage Restrictions

Without the prior written consent of Party A, Party B shall not use the relevant data for marketing purposes, private tutoring promotion, or any purposes other than system operation and maintenance.

### 4. Permitted Use

Data may only be used for system operation, support, and authorized aggregated analysis.

### 5. Data Security

Party B shall implement reasonable technical and administrative measures to protect student and parent data, including but not limited to:

- Access control and role-based account management;
- Regular data backup and recovery mechanisms;
- Security measures to prevent unauthorized access, disclosure, or misuse of data.

Party B shall comply with all applicable **United States** federal and state privacy and data protection laws.

### 6. Termination

This agreement remains effective throughout the LMS service period. Data obligations survive termination.

Authorized Signature (Party A): \_\_\_\_\_

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

Authorized Signature (Party B): \_\_\_\_\_

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