

## Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as “MOU”, is made and entered into by and between Level Data, Inc., hereinafter referred to as “Level Data”, and [District Name], hereinafter referred to as “Customer”.

The purpose of this MOU is to establish the terms and conditions under which Level Data will provide services to Customer. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU. This MOU shall remain in full force and effect for the full term of the services provided by Level Data to Customer. This MOU may be terminated, without cause, by either party upon written notice, which shall be delivered by hand, electronically, or by certified mail to the addresses listed herein.

Level Data is hereby deemed to be a ‘trusted third party’ of Customer and as such will be granted access to various Customer data for the purposes of performing contracted services.

Services provided by Level Data are detailed in the approved Opportunity Quote, dated \_\_\_\_\_, 20\_\_\_. The Data Integration services provided by Level Data to Customer may be modified from time to time while this MOU remains in full force and effect.

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Michigan. The courts of the State of Michigan shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Kalamazoo County, Michigan.

This MOU, together with the approved Opportunity Quote, the Terms of Service(link), and Privacy Policy(link) of Level Data make up the entire agreement between the parties. Any changes, modifications, revisions, or amendments to one of these which are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by all parties.

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Customer

\_\_\_\_\_  
Name & Title                      Date                      Signature

\_\_\_\_\_  
Address                                      City                      State                      Zip

Level Data

\_\_\_\_\_  
Name & Title                      Date                      Signature

\_\_\_\_\_  
Address                                      City                      State                      Zip