

Amendment No. 4 TO THE ATHLON PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 4 ("Amendment No. 4") is entered into as of _____ (the "Amendment No. 4 Effective Date") pursuant to the Athlon Professional Agreement (the "Agreement") by and between Athlon, Inc., a Delaware corporation with its principal place of business at 3425 Simpson Ferry Road, Suite 100, Camp Hill, 17011 ("Vendor"), and Harrisburg School District ("District"), with its principal place of business at 1010 N. 7th Street, Harrisburg, PA 17102 dated April 27, 2023. Capitalized terms used but not defined in this Amendment No. 4 shall have the meanings set forth in the Agreement.

WHEREAS Vendor and District entered into the Agreement; and

WHEREAS Vendor and District wish to amend the Agreement to incorporate the Vendor product and services for the 2026-27 contract year and naming of third-party sponsor as of the Amendment Effective Date.

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Amendment Terms

1. Article 3 – 3.01. The Vendor has identified the Harrisburg Public Schools Foundation ("Sponsor") to be the third-party sponsor of the District's Payment #4 for the 2026-27 contract year for \$80,000. The District's Payment #4 will therefore be satisfied by the Sponsor. Sponsor payment details are outlined in Exhibit A below.
2. Additional Services. The Vendor also agrees to provide the District additional services ("Additional Services") to the Rallee app software licenses outlined in Article 3 – 3.01. The Additional Services are outlined in Exhibit B below.
3. Except as amended by this Amendment No. 4, all of the terms and conditions of the Agreement shall remain in full force and effect.

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**Signature Page to Amendment No. 4 to the
Athlon Fitness Software Product License And Services Agreement**

IN WITNESS WHEREOF, Vendor and District have caused this Amendment No. 4 to be duly executed by their authorized representatives as of the dates set forth below, effective as of the Amendment Effective Date. This Amendment No. 4 may be executed in two or more counterparts and delivered by electronic means and the executed versions of each counterpart will be considered an original but all of which together will constitute one agreement. Any duly authorized electronic signature may be relied upon as an original.

Vendor:

Athlon, Inc.

District:

Harrisburg School District

By: _____

By: _____

Name: Christina Milano

Name:

Title: Co-Founder & Chief Executive Officer

Title: Board President

Date: _____

Date: _____

EXHIBIT A

Sponsorships:

Vendor has identified a third-party sponsor, identified below, to underwrite Payment #4 due to Vendor under this Agreement ("Sponsor"), and such Sponsor has agreed to provide funds directly to the District for all purchases from Vendor under this Amendment No. 4.

Upon execution of this Amendment No. 4, Vendor shall invoice District for the Payment #4 fee specified below upon signing of this Amendment No. 4. In turn, District shall invoice the Sponsor for the Payment #4 Fee.

To obtain funds from the Sponsor, District agrees that notwithstanding any other provision of this Amendment No. 4 or Agreement, Vendor may provide a copy of this Amendment No. 4 to the Sponsor, and that within fifteen (15) days of the date of any invoice the District receives from Vendor, the District shall invoice the Sponsor for all amounts therein, as follows.

Within fifteen (15) days of receiving funds from the Sponsor, and in no case later than the due date listed below as Payment #4 Fee Underwritten by Sponsor, the District shall notify Vendor in writing (email to suffice), provide Vendor with a copy of any remittance advice accompanying such funds, and remit such funds to Vendor as payment for the fees listed below as ***Payment #4 Fee Underwritten by Sponsor.***

The District agrees that notwithstanding any other provision of this Agreement, Vendor may share anonymized or aggregated technical data relating to the District's use of the System as necessary to provide assurance to the Sponsor that the System was delivered to the District by Vendor. If funds are not forthcoming from the Sponsor by any due date listed in Exhibit A, then District shall provide written notice to Vendor, and Vendor may within thirty (30) days of receipt of such notice, in its sole discretion, elect to extend the due date by giving written notice to the District (email to suffice for such notices). If, however, Vendor does not elect to extend the due date, the District may in its sole discretion elect to terminate this Agreement immediately upon written notice to Vendor, without any further payment or penalty.

Sponsor:

Name: Harrisburg Public Schools Foundation

Contact: Chris Baldrige

Title: Executive Director

Email: cwbhpsf@gmail.com

Phone: 717-303-9384

Payment #4 Fee Underwritten by Sponsor: \$80,000

EXHIBIT B

Additional Services:

Vendor will collaborate with the District on maintaining, including mutually agreed upon updates, and supporting the roll-out of the student career pathway and STEAM-focused club ("Rallee STEAM Club") (or another mutually agreed upon name) that unlocks unique access for scholars to understand how Vendor's app software technology ("Rallee"). By examining the science, technology, engineering, arts and math principles used to create Rallee, District's scholars are exposed to career pathways while being given the unique opportunity to create in-app elements.

The Rallee STEAM Club includes the following benefits:

- Multi-week summer program that includes a Rallee app scholar license for the 2026-27 school year and following 2027 summer break
- Weekly sessions can include:
 - Up to 30-minutes of District-approved STEAM (Science, Technology Engineering, Arts and Mathematics) curriculum program
 - Up to 30-minutes of a learning activity
 - STEAM-related instruction including terminologies and explanation around relevant career paths
 - One (1) to two (2) Rallee app "Boost" or "Balance" activities
- Vendor will collaborate with the District's STEAM curriculum lead(s) to maintain or update content and ensure it meets District subject and career pathway standards for the following grades:
 - Middle School (6th – 8th Grades)
 - Elementary (3rd – 4th Grades) with the opportunity to expand to K-5th Grades upon District request
- District-wide fashion/or other agreed-upon item design challenge