

Fill in this information to identify the case:

Debtor 1 <u>AllHere Education, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <u>District of Delaware</u>
Case number: <u>24-11841</u>

FILED
 U.S. Bankruptcy Court
 District of Delaware
 9/20/2024
 Una O'Boyle, Clerk

**Official Form 410
 Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>DGD Communications</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>DGD Communications</u>	_____
	Name	Name
	<u>3325 Southwest 20th Street Miami, FL 33145</u>	_____
	Contact phone _____	Contact phone _____
	Contact email <u>daisy@dgdcommunications.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>2</u> Filed on <u>09/20/2024</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 30500.00 **Does this amount include interest or other charges?**
 No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as healthcare information.
 Services Provided _____

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/20/2024
MM / DD / YYYY

/s/ Daisy Gonzalez-Diego

Signature

Print the name of the person who is completing and signing this claim:

Name Daisy Gonzalez-Diego

First name Middle name Last name

Title CEO

Company DGD Communications

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 3325 SW 20 Street

Number Street

Miami, FL 33145

City State ZIP Code

Contact phone [REDACTED] Email daisy@dgdcommunications.com



DGD Communications LLC

3325 SW 20 Street
Miami, FL 33145

Billed To
Joanna Smith-Griffin
AllHere
177 Huntington Avenue
Ste 1703 PMB 28939
BOSTON, MA 02115-3153,

Date of Issue
05/01/2024

Due Date
05/31/2024

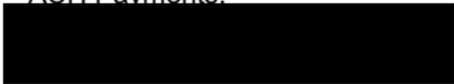
Invoice Number
0189

Amount Due (USD)
\$10,500.00

Description	Rate	Qty	Line Total
Strategy & Communications Support Services Provide leadership with guidance and support on communications efforts (Invoice 1 of 3)	\$10,000.00	1	\$10,000.00
ASU+GSV Dinner Invitations	\$500.00	1	\$500.00
	Subtotal		10,500.00
	Tax		0.00
	Total		10,500.00
	Amount Paid		0.00
	Amount Due (USD)		\$10,500.00

Notes

ACH Payments:



Wire Transfers:

United Community
125 Highway 151 East
Blairsville, GA 30512



Net 30: Payment is due 30 days after the date of invoice.



DGD Communications LLC

3325 SW 20 Street
Miami, FL 33145

Billed To
Joanna Smith-Griffin
AllHere
177 Huntington Avenue
Ste 1703 PMB 28939
BOSTON, MA 02115-3153

Date of Issue
06/03/2024

Due Date
07/03/2024

Invoice Number
0195

Amount Due (USD)
\$10,000.00

Description	Rate	Qty	Line Total
Strategy & Communications Support Services Provide leadership with guidance and support on communications efforts (Invoice 2 of 3)	\$10,000.00	1	\$10,000.00
Subtotal			10,000.00
Tax			0.00
Total			10,000.00
Amount Paid			0.00
Amount Due (USD)			\$10,000.00

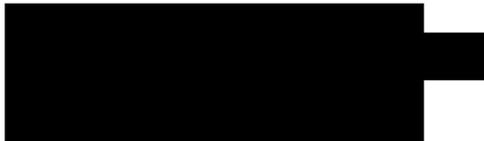
Notes

ACH Payments:



Wire Transfers:

United Community
125 Highway 151 East



Terms

Net 30: Payment is due 30 days after the date of invoice.



DGD Communications LLC

3325 SW 20 Street
Miami, FL 33145

Billed To
Toby Jackson
AllHere
177 Huntington Avenue
Ste 1703 PMB 28939
BOSTON, MA 02115-3153

Date of Issue
06/26/2024

Due Date
07/26/2024

Invoice Number
0197

Amount Due (USD)
\$10,000.00

Description	Rate	Qty	Line Total
Strategy & Communications Support Services Provide leadership with guidance and support on communications efforts for the month of June 2024 per the executed contract (Invoice 3 of 3)	\$10,000.00	1	\$10,000.00
Subtotal			10,000.00
Tax			0.00
Total			10,000.00
Amount Paid			0.00
Amount Due (USD)			\$10,000.00

Notes

ACH Payments:



Wire Transfers:

United Community
125 Highway 151 East



Terms

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement"), dated 27th day of March 2024, is between **DGD Communications, LLC**, hereinafter referred to as "DGD", and **AllHere**, a Delaware C-Corporation with its principal place of business at 177 Huntington Avenue, Ste 1703 PMB 28939, Boston, MA 02115-3153, hereinafter referred to as the "CLIENT," is as follows:

WHEREAS, DGD is in the business of providing contracted marketing and communication services;

WHEREAS Client desires to retain the services of DGD on its own behalf; and DGD desires to provide Client with services, pursuant to the provisions of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Services

1.1 Generally

- a. Services. DGD will provide the services specified in written Statements of Work (defined below) or as the parties otherwise agree in writing (the "Services"). The Deliverables include but are not limited to, for example, strategic guidance, branding, communications, social media, public relations, website, marketing collateral and related materials and documents, which may be prepared by DGD in performing the Services or jointly by DGD and Client. DGD's performance depends upon Client fulfilling its responsibilities in a timely and sufficient manner using commercially reasonable efforts. Client's failure to perform its responsibilities in accordance with this Agreement and the applicable SOW could negatively impact the schedule or cost of a project.
- b. Subcontractors and Vendors. Client acknowledges that DGD may engage Subcontractors to provide Services. "**Subcontractor**", as used herein, means a person or entity providing services for Client's benefit, which services would otherwise be provided solely and directly by DGD pursuant to a Statement of Work. Should DGD subcontract any part of this Agreement to a Subcontractor, DGD shall be fully responsible to Client for the acts and omissions of its Subcontractor(s) as it is for DGD's own acts and omissions, and the acts and omissions of its employees. "**Vendor**", as used herein, means a vendor or supplier engaged by DGD or its Subcontractors to assist in the completion of or provide services incidental, ancillary or supplemental to the Services and the costs for which are incurred solely on a pass-through basis. Should DGD utilize any Vendor, as agreed by Client in a Statement of Work, DGD shall have full responsibility with respect to the acts, omissions or performance of any such Vendor, except to the extent such acts, omissions or performance result from Client's gross negligence or willful misconduct. All parameters of a Vendor's services for Client will be agreed to by Client in an applicable Statement of Work.
- c. Statements of Work. The Parties may, from time to time during the Term, prepare and agree upon written statements of work for particular Deliverables (as defined in Section 2.1 below) and Services to be provided by DGD ("**Statement of Work**" or "**SOW**"). Each SOW will refer to this Agreement and include the following information: (a) a description of the work to be performed, including a detailed description of any Deliverables; (b) a schedule for commencing and completing the Services; and (c) when appropriate, acceptance criteria and procedures for any Deliverable. Each Statement of Work will be executed by the Parties and become part of and subject to all of the terms and conditions of this Agreement.
- d. Review and Approval. Client is responsible for the legality, accuracy, completeness and propriety of the Client Materials, including any information concerning its organization, products, services and industry that Client furnishes to DGD. If Deliverables are designated for publication, Client shall review all such Deliverables to confirm the accuracy and legality of any representations regarding Client's organization, products, services and industry. Client is responsible for its final decision to approve the use and publication of any Deliverable and is solely responsible for ensuring that all representations and descriptions comply with all legal and regulatory requirements, directives and guidelines. With respect to any trademarks, service marks, trade names, logos or slogans that Client directs, instructs or authorizes DGD to use in the Deliverables (collectively, "**Client Marks**"), Client is solely responsible for conducting any legal review of such Client Marks, including trademark search and clearance activities. To the extent that DGD develops any new trademarks, service marks, trade names, logos or slogans for Client pursuant to a SOW ("**New Marks**"), DGD's development of New Marks shall be subject to all terms and conditions of this Agreement. Notwithstanding the foregoing, Client shall be solely responsible for

determining whether any such New Marks are cleared for use in any particular country, can be registered as trademarks in any jurisdiction, or can otherwise be registered or protected under applicable law.

- e. Notice of Delay. If the timetable for performance of any Services under this Agreement is delayed as a result of: (i) a delay which is beyond the reasonable control of the Client in the performance of Client's responsibilities as set out herein or in the relevant Statement of Work ("**Client Delay**"); (ii) any act of God or event of Force Majeure (as such term is defined in Section 11.3); or (iii) any factor which is beyond the reasonable control of DGD, then, in each case of (i)-(iii), the timetable for the performance of any such Services shall be extended for the period of time that the performance of the Services has been delayed as a result of such delay, factor or events; provided that the affected Party notifies the other Party promptly of such delay, factor or events and uses commercially reasonable efforts to overcome such delay, factor or events.
- f. Acceptance. Client's acceptance of the Deliverables shall be based on material compliance with the specifications ("**Specifications**") and acceptance criteria set forth in the applicable SOW. Subject to the limited warranty set forth in Section 6.2 below, the Deliverables will be deemed accepted and approved on the date of receipt by Client.
- g. No Transfer of PII. Client will not transfer or disclose to DGD any information which by itself or in combination with other information can identify an individual ("PII") without DGD's prior written consent. If Client wishes to transfer or disclose PII to DGD, Client will provide at least ten (10) business days prior written notice of such proposed transfer or disclosure. Except as expressly agreed by the Parties in an SOW or other writing signed by the authorized representatives of the Parties, DGD has no obligation to collect, store, process, compile, merge or otherwise receive any PII under this Agreement.

2. Ownership, Transfer and Materials

2.1 Ownership

Initial Ownership. The Client hereby acknowledges that until such time as Client has provided DGD with full payment of the Fees for the relevant Statement of Work, DGD shall retain exclusive ownership of all models, prototypes, devices, reports, discoveries, developments, designs, improvements, inventions, formulas, software programs, source code, processes, structures, sequences, know-how, research, techniques, specifications, trade secrets, systems, methodologies, concepts, schematics, blueprints, technical data, and other work that arises from any Services performed by DGD ("**Work Product**"), including Work Product that is furnished to Client as part of any deliverables, which deliverables may also include DGD Materials, Third-Party Materials, and/or Open-Source Items (each as defined below) (collectively, "**Deliverables**").

Transfer of Ownership and Delivery. All Work Product and Deliverables are works made for hire to the extent allowed by law and, in addition, DGD agrees to assign and hereby assigns and transfers to Client ownership of, and all right, title, and interest in, to and under the Work Product and Deliverables and the intellectual property rights therein, excluding (i) Open-Source Items, (ii) Third Party Materials and (iii) DGD Materials. DGD shall furnish the Deliverables to Client upon their completion in accordance with the applicable Statement of Work. Except for the licenses granted under 2.3 (DGD Materials), if any part of the Services, Deliverables or other Work Product are based on, incorporates or is an improvement or derivative of, or cannot be reasonably and fully exercised, practiced, made, used, reproduced, distributed, commercialized or exploited in any other manner (collectively, "**Exploited**"), without using or violating any technology or intellectual property right that is not assigned hereunder, including, without limitation, Third Party Materials and Open Source Items (each defined below) ("**Licensed Rights**"), then DGD agrees to grant and does hereby grant to Client and its affiliates, successors and assigns a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable right and license to fully Exploit all such Licensed Rights in support of Client's Exploitation of the Services, Deliverables, Work Product, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them). DGD agrees not to use or disclose any Licensed Rights for which it is not fully authorized to grant the foregoing license.

2.2. Moral Rights.

To the extent allowed by law, Section 2.1(a) & (b) and any license to Client hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like. To the extent any of the foregoing is ineffective under applicable law,

DGD hereby provides any and all ratification and consents necessary to accomplish the purposes of the foregoing to the extent possible. DGD will confirm any such ratification and consent from time to time as requested by Client. DGD will obtain the foregoing ratification, consents and authorizations, for Client's exclusive benefit, from each person who provides Services hereunder.

2.3. DGD Materials.

DGD's materials and intellectual property (i) in existence before this Agreement or (ii) created, developed or acquired during the Term of this Agreement but not created, developed or acquired exclusively/specifically for Client or using/related to Client Confidential Information or otherwise outside of this Agreement, and any improvements, modifications and derivatives thereto (the "**DGD Materials**") are, as between Client and DGD, DGD's sole and exclusive property. To the extent DGD includes or incorporates any DGD Materials into the Deliverables or Work Product, DGD hereby grants Client a non-exclusive, perpetual, worldwide, royalty-free, sublicensable right and license to use and create derivative works of any DGD Materials that are incorporated into the Deliverables solely to maintain, update, modify, distribute, reproduce, practice, exercise, commercialize, exploit or otherwise use in any other manner the Deliverables for any of Client's intended purposes, provided that in the event Client gives a third party access to the DGD Materials, Client will bind such third party to confidentiality obligations materially similar to those set forth herein. Except for the license granted herein, Client shall not use, distribute, or modify the DGD Materials apart from the Deliverables, commercially exploit the DGD Materials apart from the Deliverables, or permit any third party to access or use the DGD Materials apart from the Deliverables except to provide services to Client for Client's benefit. DGD reserves all rights in DGD Materials that are not expressly licensed to Client.

2.4. Third Party Materials.

Client acknowledges and agrees that DGD may have to obtain materials and other intellectual property from third parties ("**Third Party Materials**") in performing its obligations hereunder. Any Third Party Materials owned by third parties and provided to Client as part of the Deliverables, or separately, will remain the sole and exclusive property of such third parties, and the use thereof will be subject to their applicable license terms which DGD shall deliver to Client before using or incorporating any Third Party Materials. Further, DGD represents and warrants that before using or incorporating any such Third Party Materials it will have obtained all rights and licenses necessary to use the Materials for the purposes under this Agreement and each applicable SOW. To avoid doubt, DGD shall not use or incorporate any Third Party Materials, whether used separately or as part of the Deliverables or Work Product, without Client's prior written consent (email being sufficient).

2.5. Client Materials.

DGD acknowledges and agrees that any information, data, content, or materials, provided by Client or by any third party at the direction of Client in connection with this Agreement, and any other intellectual property owned by Client (including, without limitation, Client Marks) are, as between Client and DGD, Client's sole and exclusive property (collectively the "**Client Materials**"). During the Term of this Agreement, Client hereby grants to DGD a worldwide, royalty-free, non-exclusive license to use the Client Materials solely for the purpose of performing the Services and creating the Deliverables. Client may sublicense the foregoing rights to its Subcontractors.

2.6. Open Source.

Subject to Section 6.1(c)(v) and to the extent that the Deliverables incorporate open-source software or similar rights ("**Open-Source Items**"), Client will use such Open-Source Items in accordance with the applicable license terms and conditions governing the use of such Open-Source Items which DGD shall deliver to Client before using or incorporating any such Open Source Items. DGD shall not incorporate any Open Source Items into the Work Products or Deliverables without the Client's prior written consent (email being sufficient).

3. Payments

3.1 Payments

Upon SOW acceptance, a payment equal to the estimated monthly amount outlined in such SOW will be invoiced by DGD to Client and Client agrees to pay DGD within thirty (15) thirty days. Such payment constitutes the full and final payment of amounts due for all Deliverables and Services rendered under each applicable SOW. As

applicable, all payments for undisputed invoices will be made 30 days after receipt of such invoice by Client and in USD via wire transfer, check or ACH as approved by DGD. Invoiced amounts that are not disputed in good faith and remain unpaid after payment is due will accrue interest at a rate equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate allowed by law.

3.2 Expenses

DGD will invoice Client for reasonable out-of-pocket expenses, including travel, lodging and related expenses and reasonable third-party expenses, including those from Vendors, as incurred in connection with each SOW, provided that all expenses must be pre-approved by the Client in writing. Subject to reasonable documentation (i.e, purchase order for services) and Client's pre-approval in writing, DGD may invoice Client in advance for reasonable anticipated third-party expenses, in which event Client will pay for such reasonable third-party expenses upon its receipt of each invoice; DGD will have no obligation to incur such expenses unless and until prepayment is made. In the event prepayments are made by Client based on estimated expenditures, DGD will reconcile such prepayments against the actual costs incurred. DGD will be responsible for payment for third-party expenses only following complete payment of such expenses by Client to DGD. Client acknowledges that it is essential that DGD receive payments from Client in time for DGD to meet its obligations to third parties, and that if DGD fails to receive timely payment from Client for services provided by third parties, DGD shall notify Client in writing (email being sufficient) of the need for such timely payment, and Client shall have ten (10) business days to cure after receipt of such notice. If payment remains uncured, then the DGD may have the right to suspend such services until such payment is cured, upon which the performance of services shall commence effective immediately.

3.3 Fees and Expenses

Fees and Expenses means all fees, taxes, costs and expenses Client must pay to DGD pursuant to this Agreement and/or any SOW.

4. Confidential Information

4.1 Confidential Information

For purposes of this Agreement, "**Confidential Information**" means secret, nonpublic or proprietary information of either Party, whether of a technical, business or other nature and whether disclosed orally, in writing or in any other form, including, without limitation, information relating to business and marketing plans, intellectual property, customer information and financial information (including without limitation revenue and profit analyses and projections, commission structures and statements, and pricing information) whether or not designated as confidential or proprietary by the Party disclosing the information (the "**Discloser**") to the Party receiving the information (the "**Recipient**"), which the Recipient knows or should reasonably know is treated as confidential by the Discloser. All Confidential Information of a Party is provided "AS IS" and without any warranties. To avoid doubt, all Client Materials, Deliverables and Work Products are Client's Confidential Information.

4.2 Use of Confidential Information

No Party will use or disclose such Confidential Information for any purpose other than for performing its obligations or exercising its rights under this Agreement. Recipient will take all reasonable measures to avoid unauthorized disclosure, dissemination or unauthorized use of Discloser's Confidential Information and shall exercise the same degree of care in safeguarding the Confidential Information of Discloser that it would exercise for its own information of the same type provided that no less than reasonable care be used. Recipient will restrict possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and entities controlled by or controlling it to the extent such parties have a need to know the Confidential Information for the purpose of this Agreement or applicable SOW, and provided such parties are bound by obligations materially similar to those outlined in this Article 4. In addition, no Confidential Information will be publicly disseminated. Each Party shall be responsible for any breach of its confidentiality obligations by its respective employees, agents, Subcontractors, Vendors and entities controlled by or controlling it.

4.3 Ownership of Confidential Information

All Confidential Information of each Party will remain the exclusive property of such Party, and Recipient will have no rights, by license or otherwise, to use the Confidential Information of Discloser, except as expressly provided in this Article 4.

4.4 Exceptions

The provisions of this Article 4 will not apply to any information to the extent that it (a) is or becomes publicly available without a breach of an obligation or duty owed to the Discloser under this Agreement or applicable SOW; (b) can be shown by documentation to have been independently developed by Recipient without use of, reliance on, or reference to Discloser's Confidential Information; or (c) is rightfully received from a third party without any obligation of confidentiality. This Agreement is not intended to prohibit Recipient from developing or having developed for it, products, information, data concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information of the other Party, or are derived therefrom, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

4.5 Required Disclosures

Notwithstanding any provision to the contrary in this Agreement, if Recipient is legally obligated to disclose Confidential Information of Discloser, Recipient will give Discloser prompt written notice of such requirement (unless legally prohibited) so that appropriate protective orders or other legal remedies may be sought at Discloser's expense. Recipient will disclose Confidential Information only to the extent legally required.

4.6 Return of Confidential Information

Upon written request of Discloser or termination or expiration of this Agreement, Recipient shall return or destroy the Confidential Information of Discloser, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each Party may retain a single copy of the other Party's Confidential Information solely for archival purposes; provided that such retained Confidential Information remains subject to confidentiality obligations in this Article 4.

4.7 Injunctive Relief

Recipient acknowledges that disclosure or use of the other Party's Confidential Information in violation of this Article 4 could cause irreparable harm to Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. Each Party will have the right, in addition to its other rights and remedies, to injunctive relief for any violation of this Article 4 by the other Party, without posting bond or by posting bond at the lowest amount required by law.

5. Term and Termination.

5.1 Term

This Agreement will remain in effect from the Effective Date until it is terminated by either Party as provided below ("Term"). The term of each SOW will be as outlined in such SOW. Either Party may terminate this Agreement upon 30 days' prior written notice to the other Party. All Sections of this Agreement except for Section 1, and any remedies for breach of this Agreement, shall survive any termination or expiration.

5.2 Termination - Uncured Breach

If either Party is in material breach of any obligations under this Agreement or any SOW, the non-breaching Party may give written notice of the breach to the breaching Party. If the breaching Party fails to cure the material breach outlined in the notice within thirty (30) days after its receipt of the notice, the non-breaching Party will have the right to terminate this Agreement or the applicable SOW effective immediately upon delivery of written notice

of termination to the breaching Party. Termination of the Agreement will also terminate all non-completed SOWs; however, termination of any SOW will not terminate this Agreement or any other non-completed SOW. Expiration or termination of this Agreement or any SOW will not relieve either Party of any obligations accrued before expiration or termination. All Sections of this Agreement except for Section 1, and any remedies for breach of this Agreement, shall survive any termination or expiration.

5.3 Termination - Without Cause

Either Party may terminate this Agreement or any applicable SOW by giving thirty (30) days prior written notice to the other Party. The termination date of this Agreement or any applicable SOW will be the day that such thirty (30) day period expires. All of the rights and obligations of each Party shall remain in effect during any notice period up to the effective date of termination, including Client's obligation to pay and DGD's right to receive all fees and expenses incurred during the notice period. During any such notice period, DGD shall provide such reasonable termination assistance as may be reasonably requested by Client to facilitate the orderly transfer of services to Client or its designee. If Client terminates the Agreement or any applicable SOW for its convenience, Client will pay to DGD all fees and expenses incurred up until the date of the termination notice plus an amount equal to the greater of either: (i) the actual fees and expenses incurred during the termination notice period, or (ii) an amount equal to the fees for Services rendered during the four (4)-week period immediately before the date of notice of termination to permit DGD to reallocate staff tasked to work on the SOW. If DGD terminates the Agreement for its convenience, Client will pay DGD all fees and expenses actually incurred during the notice period along with all outstanding fees and expenses due for work completed through the termination date, all being immediately due and payable.

5.4 Survival

The respective rights and obligations of the Parties under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

6. Representations and Liabilities

6.1 Representations

a. Mutual Representations. Each Party represents that: (a) it has the right to enter into and fully perform this Agreement and each SOW; and (b) as of the Effective Date of this Agreement, there is no outstanding contract, commitment or agreement to which it is a party that conflicts with this Agreement.

b. Client Representations. Client represents that (a) the Client Materials will not violate any trademark, copyright, patent, trade secret, privacy, publicity, or other proprietary right of any third party, or any applicable laws, rules, or regulations, and (b) it will use the Deliverables and all data that results from the Services hereunder in accordance with the terms hereof, and all applicable laws, rules, regulations and guidelines.

c. DGD Representations. DGD represents and warrants that: (i) all Services, Work Product, and Deliverables will conform to the applicable requirements and specifications; (ii) the Work Product and Deliverables will be delivered free and clear of all taxes, duties, liens, security interests, distribution obligations and other encumbrances; (iii) all personnel performing the Services are well qualified through appropriate education, training and experience; (iv) all Work Products and Deliverables shall be free of any malicious code, program, subroutine, code, instruction, data or other internal component (including without limitation, time bombs, viruses, worms, Trojan horses, back doors and trap doors) and any other kind of built-in or use-driven mechanisms, injurious or disabling algorithms or devices or software that are capable of disabling, interrupting, interfering with, erasing, corrupting, modifying or otherwise adversely affecting the use of any Work Product or Deliverable or other data, hardware, firmware or software; (v) it has not used or distributed any Open-Source Items in a manner that would require Client to distribute or disclose any source code, require Client to distribute or make available any software without charge or at a reduced charge, permit any Client customer or user to have the right to decompile, disassemble or otherwise reverse engineer any software, or impose any other restriction or obligation with respect to any Client product or service; (vi) none of the Services, Deliverables, or Work Product or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, DGD itself); (vii) DGD has the full right to provide Client with the assignments and rights provided for herein (including without limitation, through execution of appropriate written agreements with its employees and Subcontractors); and (viii) DGD will not disclose to Client or use for its benefit any trade secret or proprietary or confidential information of any third party. These warranties, and DGD's obligations in respect thereof, will survive inspection, test, acceptance and use of and payment for the Deliverables, Work Product and Services.

6.2 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT ARISE FROM PERSONAL INJURY, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL DGD BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT OF FEES PAID BY CLIENT THAT ARE DIRECTLY RELATED TO THE PARTICULAR SERVICES OR DELIVERABLES UNDER THE SOW FROM WHICH THE CLAIM AT ISSUE AROSE.

7. Indemnification

7.1 DGD Indemnity

DGD will (a) defend or settle any claim brought against Client and its affiliates, officers, directors, and employees by a third party alleging that the Deliverables or provision of Services knowingly violate the intellectual property rights of such third party under the laws of the United States, and (b) pay, indemnify and hold harmless Client and its affiliates, officers, directors, and employees from any settlement of such claim or any damages, costs, and reasonable attorneys' fees finally awarded to such third party by a court of competent jurisdiction as a result of such claim. The foregoing will not apply (i) where DGD relied upon the Client Materials or information, data or other materials provided, selected or approved by Client, (ii) where Client, despite being advised of the risk of a violation, specifically authorized DGD to proceed with the action giving rise to such a violation, (iii) where Client or its designees, licensees, distributors, franchisees or affiliates damaged, misused or modified the Deliverables, or used the Deliverables, and/or any Third Party Materials, beyond the scope of the SOW and/or any applicable licenses, (iv) where the claim arose from Client's performance of (or failure to perform) its obligations under this Agreement, (v) where Client authorized the implementation of methods, components or systems that Client was using without a license prior to such implementation, (vi) where Client authorized the implementation of generally applicable and non-site specific technology, know-how, materials or information representing functionality already readily available on the Internet to the public or used throughout the industry without a license, (vii) for any claim resulting from the combination of the Deliverables with any other software, hardware, or technology not provided by DGD if such infringement would have been avoided but for such combination. DGD shall not be liable for patent infringement claims brought later than one (1) year following delivery to Client of the applicable Deliverable.

7.2 Client Indemnity

Client will (a) defend or settle any claim brought against DGD and its affiliates, officers, directors, and employees by a third party alleging that the Deliverables or provision of Services knowingly violate the intellectual property rights of such third party under the laws of the United States, and (b) pay, indemnify and hold harmless DGD and its affiliates, officers, directors, and employees from any settlement of such claim or any damages, costs, and reasonable attorneys' fees finally awarded to such third party by a court of competent jurisdiction as a result of such claim. The foregoing will not apply (i) where relied upon DGD Materials or information, data or other materials provided, were selected or approved by DGD, (ii) where DGD, despite being advised of the risk of a violation, specifically proceeded with the action giving rise to such a violation, (iii) where DGD or its designees, licensees, distributors, franchisees or affiliates damaged, misused or modified the Deliverables, or used the Deliverables, and/or any Third Party Materials, beyond the scope of the SOW and/or any applicable licenses, (iv) where the claim arose from DGD's performance of (or failure to perform) its obligations under this Agreement, (v) where DGD authorized the implementation of methods, components or systems that DGD was using without a license prior to such implementation, (vi) where DGD authorized the implementation of generally applicable and non-site specific technology, know-how, materials or information representing functionality already readily available on the Internet to the public or used throughout the industry without a license, (vii) for any claim resulting from the combination of the Deliverables with any other software, hardware, or technology not provided by Client if such infringement would have been avoided but for such combination. Client shall not be liable for patent infringement claims brought later than one (1) year following delivery to DGD of the applicable Deliverable

7.3 Indemnification Procedures

The indemnified Party will give the indemnifying Party prompt written notice of the claim asserted, provide the indemnifying Party with reasonable cooperation and assistance in the defense of the claim, at the indemnifying Party's cost and expense, and to the extent applicable, immediately cease use of any material alleged to give rise to liabilities. The indemnifying Party will solely control the defense of and settlement of the asserted liabilities, provided that the indemnifying Party will not settle any liabilities in a manner that would adversely affect the indemnified Party without the indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified Party will have the right to participate, at its own option and expense, in the defense of any claims under this Agreement.

7.4 Infringement Remedy

If in DGD's opinion, any Deliverable (or any portion thereof) is likely to become the subject of a third-party claim of infringement, DGD may, at its option, either procure the right for Client to continue using the Deliverable, or replace or modify the same to be non-infringing. If the two foregoing options are not reasonably available to DGD, then Client may terminate the applicable SOW or this Agreement upon written notice, and after the return of the Deliverable, DGD shall refund to Client the depreciated value of such Deliverable (calculated as the fees paid thereof, amortized on a straight-line basis over a 3 year period from delivery). The foregoing provisions of this paragraph constitute the sole and exclusive remedy of the Client, and the sole and exclusive obligation of DGD, relating to a claim that the Services or a Deliverable infringes any intellectual property right of a third party.

8. Insurance

DGD shall maintain during the term of this Agreement insurance in appropriate and customary amounts. Client shall maintain during the term of this Agreement insurance in appropriate and customary amounts.

9. Miscellaneous

9.1 Notice

All notices required under this Agreement will be in writing and addressed to the Party as outlined in the first paragraph of this Agreement. Any notice hereunder may be served personally or by registered mail, return receipt requested, overnight courier, or electronic mail. Notice will be deemed delivered on the date actually received by the Party to whom the notice is addressed. Each Party may change its address by giving the other Party notice of the change in accordance with this Section.

9.3 Controlling Law

This Agreement and all SOWs will be governed by the laws of the state of Florida, without giving effect to principles of conflicts of law. Each Party expressly agrees to commence and prosecute an action arising out of or related to this Agreement or a SOW solely in the state or federal courts in Miami-Dade County, Florida. Each Party waives any defenses and claims of lack of personal jurisdiction or inconvenient forum for such courts.

9.4 Force Majeure

Except with regard to payments due DGD, neither Party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control and were in effect after the Effective Date. In the event any such delay continues for a period of thirty (30) or more days, then either Party may terminate this Agreement upon five (5) business days' notice, provided Client shall remain responsible for incurred payments due to DGD before termination.

9.5 Independent Contractors

Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, or similar relationship between the Parties for any purpose. Each Party is an independent contractor of the other, and DGD and its employees will not be entitled to any benefits accorded to Client employees. Neither Party is authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner.

9.6 Publicity

Upon obtaining Client's prior written consent, DGD may identify Client as a client of DGD for general promotional purposes including, but not limited to, use of the Client's logo on DGD's public-facing website and client rosters. Further, and upon obtaining Client's prior written consent, DGD may list Client and describe the Services in new business development presentations and analyst meetings, and utilize information related to the Services as a case study that summarizes the general nature of any work being performed for Client; provided that DGD does not use or disclose Client's Confidential Information. Upon obtaining Client's prior written consent, not to be unreasonably withheld, DGD may also submit descriptions of the Services for industry awards and recognitions; provided that DGD does not use or disclose Client's Confidential Information. DGD will not publicize matters relating to the specific Services performed under this Agreement or Client's Confidential Information without Client's prior written consent.

9.7 Headings

The headings or titles in this Agreement are for the purposes of reference only and shall not affect the interpretation of this Agreement. Any reference to "includes" or "including" will be understood to be exemplary and not limiting and followed by "without limitation."

9.8 Assignment

This Agreement may not be assigned nor may any assignment of monies due, or monies to become due be assigned without the prior written agreement of DGD which will not be unreasonably withheld; except that Client (without consent) may assign its rights and obligations hereunder to any of its affiliates or to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise). DGD may assign this Agreement, and any SOW entered into hereunder, without Client's consent; provided, however, that DGD shall provide reasonable prior written notice (email is acceptable) to Client of any such assignment. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the Parties.

9.9. Waiver.

No waiver by either Party of any breach of any provision hereof will be deemed a waiver of any subsequent or prior breach of the same or any other provision. If any term or provision of this Agreement or a SOW is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of such Agreement or SOW, but such term or provision will be deemed

modified to the extent necessary in the court's opinion to render such term or provision enforceable to best reflect the Parties' intent, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

10. Entire Agreement

It is understood and agreed that this Agreement, as well as any and all Statement of Work Agreement, contains the complete understanding and agreement of the parties. This Agreement shall supersede, revoke and nullify any and all agreements bearing prior date by or between the DGD and the CLIENT. No stipulation, agreement, or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. CLIENT represents that the individual signing this Agreement on its behalf has the authority to do so and to legally bind the party. The CLIENT represents that the execution, delivery, and performance of this Agreement by the CLIENT has been fully and validly authorized by all necessary corporate action.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

CLIENT	DGD Communications, LLC
_____	Daisy Gonzalez-Diego
Name	Name
_____	
Signature	Signature
_____	President & CEO
Title	Title
_____	3-27-2024
Date	Date

STATEMENT OF WORK #1
by and between
DGD Communications, LLC and AllHere Education, Inc.

This Statement of Work (or “SOW”) effective 27th day of March 2024 (“Statement of Work Effective Date”) is issued under the Master Services Agreement by and between AllHere Education, Inc. (“Client” or “AllHere”) and DGD Communications, Inc. (“DGD”) dated March 27, 2024 (the “Agreement”). This SOW is subject to the terms and conditions of the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Term

DGD will commence performance under the SOW and Agreement on the 27th day of March 2024 and shall complete performance by the 25th day of June 2024. The Agreement shall be effective upon execution.

Background

AllHere supports student success for TK12 schools through its proprietary messaging platform, connecting administrators, teachers, guardians, and students. As a result of continued growth, including the launch of Ed, its flagship product, AllHere has identified a critical need for strategic communications support to ensure Ed is introduced and scaled effectively within its target markets. The complexity of the education sector, combined with Ed's innovative nature, demands a nuanced approach to engagement with all stakeholders involved. DGD will provide expert guidance to AllHere's leadership, assisting with a communications strategy that ensures Ed's successful reception within the school community and favorable visibility in the public domain.

Scope of Services

The individual(s) allocated under this Statement of Work will receive direction from AllHere. The roles and responsibilities expected under this Statement of Work are described below.

Roles and Responsibilities

DGD will provide the following services:

- Strategic Guidance:
 - Provide strategic guidance to the Company's management team and LAUSD's senior leadership through periodic e-mail, text messages, telephone conferences, and virtual meetings.
- Communications:
 - Review and provide feedback on various communication assets, including, but not limited to, news releases, memos, advertorials, social media posts, op-eds, bios, speaking points, video scripts, blogs, and website content.

Assumptions & Client Responsibilities

The following assumptions were made to develop this Statement of Work. If any of these assumptions prove invalid, any necessary amendments to this Statement of Work will be agreed upon in writing by both parties before the commencement of said work.

- All work will be completed remotely.
- While DGD will make every effort to work closely with the Client and the Client's third parties to adhere to project timelines, DGD will not be responsible for delays or project cost overages

associated with technical issues, decisions, or other problems caused by the Client or non-DGD-managed third parties.

- As reasonably requested, the Client will provide timely access to all necessary systems and tools to complete the project.
- The Client will provide a dedicated project sponsor with decision-making authority.
- The client's personnel will be reasonably available for meetings and provide timely responses to inquiries from the team.
- The Client will provide reasonable assistance working within the Client organization to assist with any topics.

Fees, Expenses, and Invoicing

The professional services fees for this Statement of Work are provided on a Retainer basis. The cash consideration is \$30,000 total for a three (3) month period, plus reasonable travel and out-of-pocket expenses. Travel and out-of-pocket expenses are estimated to be less than 10% for the term of this SOW.

The following rate structure will be used:

Month	Fee
March 26, 2023-April 25, 2024	\$10,000
April 26, 2024-May 25, 2024	\$10,000
May 26, 2024-June 25, 2024	\$10,000
Total	\$30,000

To ensure the retainer fee accurately reflects the workload and responsibilities assumed by DGD, DGD and the Client agree to review the compensation arrangement one month into the service period. This timely review will evaluate whether the scope of work and the associated workload are commensurate with the initial retainer fee. If it is determined that the current compensation needs to reflect the actual workload undertaken by DGD adequately, the parties will engage in good-faith negotiations to adjust the fee structure accordingly. Any adjustments to the fee structure will be documented through a formal amendment to this Statement of Work, effective immediately upon mutual agreement.

Authorization Requirement

Project activities and services will commence on the agreed-upon start date set forth above in the Project Timeline section once the authorized representatives of both parties sign this Statement of Work.

[Remainder of Page Intentionally Left Blank]

Acceptance

Acknowledged and accepted:

By:

Date:

Joanna Smith-Griffin

President & CEO

AllHere Education, Inc.

Acknowledged and accepted:

By:

Date:



3-27-2024

Daisy Gonzalez-Diego

President & CEO

DGD Communications, Inc.

Signature:


Joanna Smith-Griffin (Mar 28, 2024 08:38 EDT)

Email: joanna.smith@allhere.com

Communications Support Services

Final Audit Report

2024-03-28

Created:	2024-03-28
By:	Daisy Gonzalez-Diego (daisy@dgdcommunications.com)
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-  Email viewed by Joanna Smith-Griffin (joanna.smith@allhere.com)
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