

Master Services Agreement

This Master Services Agreement ("Agreement") is hereby entered into as of the date of execution and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and EdTech Holdings, LLC, a Delaware limited liability company having its principal place of business at 564 Market St #500, San Francisco, CA 94104, and wholly-owned subsidiaries, including, but not limited to Hero K12 LLC and SchoolMint, Inc. (collectively "EdTech") (Client and EdTech are referenced herein as each a "Party" and collectively the "Parties").

1. Definitions.

(a). "**Services**" means the service(s) described in the applicable Quotation and Statement of Work ("Quotation/SOW"), associated with the Software and the Documentation, including any applicable software hosting, provided by EdTech to Client.

(b). "**Documentation**" means technical materials provided by EdTech to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that EdTech may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). "**Software**" or "**Applications**" mean the EdTech software programs described in the applicable Quotation/SOW.

(d). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Quotation/SOW and continuing until terminated in accordance with Section 14 ("**Termination**").

2. Subscribing to the Service. Client will subscribe to the Services by executing a written Quotation/SOW for such Services with EdTech. Upon consent by both Parties, each Quotation/SOW will be incorporated into this Agreement. Each Quotation/SOW will specify the Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a Quotation/SOW, the Quotation/SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. The Parties are entering into an initial Quotation/SOW upon consent to this Agreement. Subject to the terms and conditions of this Agreement and the applicable Quotation/SOW, EdTech will provide the Service described in the initial Quotation/SOW to Client. Additional Quotation/SOWs may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific Quotation/SOW, subsequent Quotation/SOWs will be considered in addition to currently effective Quotation/SOWs.

3. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, EdTech grants to Client a non-exclusive,

non-transferable license during the Subscription Period, to access the Services through the User IDs and to operate the features of the Services according to the Documentation under normal circumstances.

(b). **User IDs.** EdTech will issue unique User IDs to each of the Client Personnel specified by client to access and use the Service features specified in the applicable Quotation/SOW. Client Personnel will only access and use the Services through the User IDs issued by EdTech for such Client Personnel and only to the extent provided in the applicable Quotation/SOW. Client Personnel will be required to register and agree to the terms and conditions of EdTech's subscription Agreement as part of the login process. Each User ID may only be used to access the Services during one (1) concurrent login session. Client will not allow Client Personnel to share User IDs with any third parties, which require prior written approval for access by EdTech. "**Client Personnel**" shall be defined as Client's employees who are bound by confidentiality restrictions at least as restrictive as this Agreement provides and the persons stated in the initial Quotation/SOW. Client is responsible for all activity occurring under its User IDs. Client is responsible for all use of the Services by Client Personnel and for maintaining the confidentiality of all User IDs and will promptly notify EdTech of any actual or suspected unauthorized use of the Services. EdTech reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Services, Software, or Documentation, other than Client Personnel explicitly authorized by EdTech; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services, Software or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. Client shall hold EdTech harmless from any and all claims relating to Client's misuse of Software and/or Services

rendered by EdTech to Client, including EdTech's intellectual property.

(d). **Harmful Content.** In using the Software and Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in EdTech's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

(e). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Services, including (a) providing Client Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications EdTech provides Client, and (c) designating Client Personnel to participate in training.

(f). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related Quotation/SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

4. Reservation of Rights.

(a). **EdTech.** EdTech expressly reserves all rights in the Services, Software, Documentation, and all other materials provided by EdTech hereunder not specifically granted to

Client. It is acknowledged that all right, title and interest in the Services, Software, Documentation, and all other materials provided by EdTech hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with EdTech (or third party suppliers, if applicable) and that the Services, Software, Documentation, and all other materials provided by EdTech hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel) loads or enters into the Services and all results from processing such data, including compilations, and derivative works thereof (the "**Client Data**"), except that Client grants EdTech a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Service features for Client's benefit. Additionally, EdTech may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified. Client represents and warrants that Client has all rights under applicable law to provide and input in the Services the Client Data, including any personal information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Quotation/SOW ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Renewal Term(s) will be invoiced at then-current rates. Expiration or termination of one Quotation/SOW shall not affect any other Quotation/SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("**Termination**").

6. User Documentation. The Services contain online Documentation describing the operation of the Services under normal circumstances. The Services are provided to Client and shall be used strictly in machine-readable object code format. No source code or technical-level documentation to the Services is licensed under this Agreement.

7. Client Support. During the Subscription Period for the applicable Services, EdTech will provide the following standard customer support:

(a). **Web Support.** Client's designated representative shall have access to EdTech's technical support web site and may use the website to submit service requests. EdTech will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply EdTech with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with EdTech's minimum requirements; and (vi) timely install all fixes and new versions supplied by EdTech in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, EdTech may maintain e-mail distribution lists that are used to notify customers of the availability of fixes and new versions and to provide other information to customers that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such e-mail distribution lists of EdTech so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Services, generally available versions and releases for the Software, as designated by EdTech in its sole discretion and that EdTech generally offers to its other clients in EdTech's sole discretion, and at no additional charge. EdTech may from time to time schedule downtime for maintenance and upgrades. EdTech may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. EdTech will strive to perform updates during non-peak hours.

8. Professional Services. In consideration of Client's payment of the applicable fees and expenses set forth in the Quotation/SOW for professional services, EdTech will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by EdTech as set forth herein ("**Professional Services**"). Training may be conducted at EdTech's training facility, at Client's location, or by teleconference, as set forth in the Quotation/SOW.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Quotation/SOW) are payable in advance pursuant to subsection 9(b) below. EdTech will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses (set forth in each Quotation/SOW) will be invoiced and are payable net thirty (30) days after the invoice date. Such other fees and expenses along with the Subscription Fees and Setup Services Fees are collectively "**Fees**".

(c). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. EdTech reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 14 ("**Termination**").

(d). **Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold EdTech harmless from all gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of EdTech. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing EdTech with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to EdTech (or its designated third party supplier), and EdTech hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as

instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND EDTECH AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. EDTECH DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, EDTECH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EDTECH OR AN EDTECH REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** EdTech warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. EdTech

represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** EdTech hereby recognizes that the Client Data which Client provides to EdTech may include personal information of students. In order for EdTech to carry out its obligations under this Agreement, it is necessary for EdTech to use the Client Data. EdTech agrees to use the Client Data, some of which may contain personal information of students, only for the purpose of fulfilling its obligations under this Agreement. EdTech agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. EdTech warrants that it has put in place reasonable and appropriate security, technical and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure or access. EdTech also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for EdTech to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, EdTech shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

EDTECH SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF EDTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE

AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO EDTECH HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of EdTech to the attention of: EdTech Contracts and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** EdTech shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that EdTech shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to EdTech, EdTech shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with EdTech and Client terminates the contract or any portion thereof, Client agrees to pay EdTech the remaining sum due to EdTech through the stated term of the Quotation/SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of EdTech's breach in accordance with Subsection 15(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides EdTech at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. EdTech reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each

Party shall comply with the obligations to return or destroy, at EdTech's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Warranties and Disclaimer**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, EdTech shall make a final backup of Client data and provide the backup media to Client at EdTech's then-current rates.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without EdTech's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Delaware for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against EdTech must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold EdTech harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by

this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** EdTech requires Client's execution of select purchase orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any purchase order and/or SOW is executed in counterparts, no signatory

hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said purchase order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Independent Contractors.** Client's relationship to EdTech is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of EdTech.

(j). **Entire Agreement.** This Agreement, EdTech's Quotation/SOWs, and Client's Purchase Order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.