

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and BetterLesson, Inc. (hereinafter "Contractor"), with its principal place of business at 410 University Ave, Dpt 11046, Westwood, MA 02090.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide training and professional development to staff at various JCPS schools. Each school shall independently schedule training with Contractor under said Contract with services dates to be set by mutual agreement of school and Contractor. Each school shall enter into Purchase/ Service Agreement with Contractor, similar to the attached Proposal. In the event of a conflict between the terms of any Service Agreement and this contract, the terms of this Contract shall prevail.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handout, and/or program books ("materials") used in conjunction with the services performed under this Contract and that no material will be developed

specifically for the Board under this Contract. Contractor shall retain all copyrights owned prior to entering into this Contract, and the Board may not reproduce any materials not designated reproducible without the express written permission of the Contractor.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Not to Exceed \$500,000.00
Progress Payments (if not applicable, insert N/A):	Monthly Invoices will be submitted with services received
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various School Budgets and School Improvement Fund

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2024 and shall complete the Services no later than June 30, 2025, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.



Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 01, 2024.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

BetterLesson, Inc.
CONTRACTOR

By: _____

By: Matt Kennard

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Matthew Kennard
Chief Executive

Cabinet Member: <u>Robert Moore</u>	_____
	(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Educational Specialist

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Alicia Waskom
Print name of person making Determination

AIS Office
School or Department

Alicia Waskom
Signature of person making Determination

5/13/24
Date

BetterLesson, Inc.
Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations



BetterLesson Professional Learning Order Form

Date: May 7, 2024

Prepared By:

Partner: Kerrick Elementary School
 Jennifer Forseth, Principal

Ashley Gericke
 Director of Partnerships

Quantities and Fees

QTY	Product Name	Notes	List Price	Cost
2	In-Person Workshop (Teacher) -- Curriculum	1-day interactive learning experiences to deep dive into each aspect of implementing curriculum. Up to 25 participants.	\$6,000.00	\$12,000.00
TOTAL:				\$12,000.00

As part of your learning plan, all participants will receive access to the BL Lab, our centralized platform to facilitate, support, and measure the impact of your professional learning program. Within the BL Lab, educators can access the BL Connect library of self-paced online courses, thousands of research-based lesson plans and instructional strategies throughout the school year.

Contract Details

1. Term: Jul. 1, 2024 - Jun. 30, 2025
2. Payment Schedule:

Pay as services delivered:

You have elected to pay for professional learning services upon their completion. Within 5 days of the contract start date, you will receive an invoice for 10% of the total contract amount. This charge accounts for access to the BetterLesson Lab and BL Connect learning platform. Invoices for coaching will be provided at the end of each month for all activated participants, in accordance with your subscription length. All virtual and in-person events will be invoiced within 15 days of the event date. We kindly request that payment be submitted within 30 days of receipt.

3. Authorized Administrator Signatory:
 Jennifer Forseth, Principal

Customer designates the above individual as its Authorized Administrator Signatory. "Authorized Administrator Signatory" is an authorized representative with the authority to review and agree to all end-user license agreements and terms of use and acknowledge all privacy policies associated with the BetterLesson Coaching subscription service. All access to and use of the BetterLesson Lab Platform subscription service is conditioned upon the review of and agreement to all applicable end user license agreements and terms of use, and the review and acknowledgement of all applicable privacy policies, including, without limitation, the BetterLesson Coaching Terms and Conditions located below which are incorporated herein by reference, by such authorized representative on behalf of Customer and Authorized Users.

TERMS AND CONDITIONS OF BETTERLESSON SERVICES

This Agreement (i.e., these Terms and Conditions and the Order Form(s) into which these Terms and Conditions are incorporated) is made and entered into as of the Effective Date. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section or in the section where they are first used.

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 “Authorized User” means any individual who is authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement including any employee or contractor of Customer.

1.3 “Confidential Information” means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied in confidence to the Receiving Party under this Agreement. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 8.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 “Confidential Student Information” means information that personally identifies a student who is enrolled or was previously enrolled at the Customer’s institution. This term includes the student’s name, the name of the student’s parents or family members, the student’s (or student’s family’s) address, telephone number, email address, date of birth, place of birth, mother’s maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer’s institution.

1.5 “De-Identified Data” means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification

numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.6 “Documentation” means the technical materials provided by BetterLesson to Customer in hard copy or electronic form describing the use and operation of the Services.

1.7 “Error” means a reproducible failure of the Services (i.e. and not of a user) to substantially conform to the Documentation.

1.8 “Error Corrections” means bug fixes or workarounds intended to correct Errors in the Services.

1.9 “Order Form” means an order form that is signed by both parties and references these Terms and Conditions.

1.10 “School Year” means, unless specified otherwise in the Order Form, July 1 of a calendar year through June 30 of the following calendar year.

1.11 “Services” means the services ordered by Customer through an Order Form.

1.12 “Customer Content” means any content and information submitted via or in connection with the Service by on behalf of Customer, an Authorized User, or any other end user of the Services.

1.13 “Supported Environment” means the minimum hardware, software, and connectivity configuration specified from time to time by BetterLesson as required for use of the Services. The current requirements (if any) are described in the Order Form.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer’s payment of the Fees and compliance with the terms of this Agreement, BetterLesson will provide Customer with access to the Services. Promptly following the Effective Date, BetterLesson shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols.

2.2 Hosting. BetterLesson shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require BetterLesson to provide for or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User, or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, BetterLesson grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services.

3.2 Restrictions. Customer agrees that they will not, nor will Customer cause or permit any Authorized User or other party to, (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services except as permitted by law; or (e) create derivative works based on the Services or Documentation.

3.3 Ownership. Except for the licenses granted by BetterLesson under this Agreement, BetterLesson owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark, and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or

grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, BetterLesson makes such Open Source Software, and BetterLesson modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

4. FEES; CANCELLATION.

4.1 Fees. Customer shall pay BetterLesson the fees set forth in the Order Form (the "**Fees**"). BetterLesson shall invoice Customer for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Customer within thirty (30) days of receipt. BetterLesson may change the amount of the Fees for any upcoming Renewal Term provided that BetterLesson provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Customer shall pay interest on any overdue balance at the rate of 1.5% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged and borne solely by Customer.

4.2 Cancellation. If, for any reason, BetterLesson must cancel a scheduled session (virtual or in-person) or change a topic for such session after a topic and date/time have been confirmed (a "**Scheduled Session**"), such Scheduled Session shall be rescheduled at a mutually agreeable time at no additional cost to Customer. If such cancellation or change in topic is at the direction of Customer, the Scheduled Session shall be rescheduled at a mutually agreeable time; however, Customer shall be charged a cancellation or change fee set forth in the Order Form if notice of such cancellation occurs after the Change/Cancellation Date. No cancellation or change fee shall be charged to Customer if such change or cancellation is due to a Force Majeure Event. In such case, reasonable efforts will be made to reschedule using the same modality (virtual or in-person); however, in certain instances BetterLesson may convert the modality if it deems such conversion appropriate in its reasonable discretion. Fees paid for undelivered sessions may rollover to future years as set forth on the Order Form.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer hereby grants BetterLesson a non-exclusive, worldwide, royalty-free, fully-paid and transferable license (a) to use the Customer Content as necessary for purposes of providing the Services; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services. As between the parties, Customer owns all right, title, and interest in the Customer Content.

5.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any individual end user, Customer shall have obtained the consent of such end user to contact such end user via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage BetterLesson's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and BetterLesson will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify BetterLesson of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

5.4 Customer Responsibility for Access, Content, and Security. Unless otherwise specified on the Order Form, BetterLesson is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Order Form.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. BetterLesson represents and warrants to Customer that the Services will operate free from material Errors during the Term. Provided that Customer notifies BetterLesson in writing of any breach of the foregoing warranty during the Term, BetterLesson shall, as Customer's sole and exclusive remedy, provide commercially reasonable support services and seek to remedy any material error in an appropriate amount of time.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND BETTERLESSON MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BETTERLESSON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party

("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.2 Privacy. BetterLesson agrees that its performance of the Services may involve the disclosure of Confidential Student Information by the Customer to BetterLesson. BetterLesson agrees that it will not use or re-disclose Confidential Student Information except in compliance with applicable laws.

8.3 Data Security. BetterLesson agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. BetterLesson shall implement and maintain commercially reasonable administrative, technical, and physical security measures to protect Confidential Information from unauthorized access, disclosure, and use. BetterLesson will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. BetterLesson will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. BetterLesson will cooperate with the Customer to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. BetterLesson may use aggregated data and De-Identified Data for product development, research,

marketing, and other purposes. BetterLesson agrees that it shall not attempt to re-identify any aggregated data or De-Identified Data unless such re-identification complies with the terms of this Agreement and applicable law. BetterLesson further agrees that it shall not transfer De-Identified Data or aggregated data to any other party unless that party agrees not to attempt re-identification; provided, however, that BetterLesson may transfer De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 11 of this Agreement and its successor may re-identify data to the same extent that BetterLesson may do so pursuant to this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, BetterLesson shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that BetterLesson knows it possesses to the extent that destruction is reasonably practicable. BetterLesson shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following a commercially reasonable attempt to return or destroy Confidential Student Information.

9. INDEMNIFICATION

9.1 By BetterLesson. BetterLesson shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent, or other intellectual property right of a third party, and BetterLesson shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by BetterLesson. If any portion of the Services becomes, or in BetterLesson's opinion is likely to become, the subject of a claim of infringement, BetterLesson may, at its option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to BetterLesson for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the

foregoing, BetterLesson shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by BetterLesson; or (iii) any modification of the Services by any person other than BetterLesson or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of BetterLesson, and any of the officers, directors, employees, shareholders, contractors, or representatives of BetterLesson, for claims and actions described in this Section 9.1.

9.2 By Customer. Customer shall indemnify, defend, and hold harmless BetterLesson against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and BetterLesson's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from end users, (b) Customer's unauthorized use of Services hereunder, and/or (c) Customer's breach or alleged breach of any of its covenants, representations, or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 9.2 states the sole and exclusive remedy of BetterLesson and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors, or representatives of Customer, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and shall continue for the period of time specified in the Order Form (the "Initial Term") unless earlier terminated under Section 10.2. This Agreement shall renew upon the written consent of both parties for the time period set forth in any updated Order Form (each a "Renewal Term"). The Initial Term and the Renewal Terms (if any) are, collectively, the "Term."

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) BetterLesson shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued before the effective date of termination. Sections 3.3, 5.4, 6, 7, 8, 9, 10.3, 11, and 12 will survive the expiration or termination of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where Customer is located without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in the state where Customer is located, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in such state. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

12. MISCELLANEOUS. If requested by BetterLesson, Customer agrees to cooperate in good faith with BetterLesson on a press release following execution of this Agreement. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other

party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. These Terms and Conditions, together with the attached Order Form(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Order Form. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets related to this

Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, war, terrorism, pandemics or epidemics, strikes, failure of suppliers, fires, floods, or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Exhibit A – Additional Terms for Coaching and Events

All terms in this Exhibit A are in addition to, and should be interpreted in the context of, the Terms & Conditions set forth in the Agreement and only supersede any provision in the Terms & Conditions if expressly stated herein.

The Terms herein apply to any Coaching and/or Events Services that Customer has purchased.

Coaching Additional Terms:

1. Coaching Term Options

Customer shall select either one of the following coaching packages: (1) Short-Cycle Coaching; (2) Targeted Coaching; or (3) Unlimited Coaching. These packages have the following terms:

- Short-Cycle Coaching – Access to up to four (4) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within three (3) months.
- Targeted Coaching – Access to up to eight (8) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within five (5) months.
- Unlimited Coaching – Access to an unlimited number of Coaching Sessions during the School Year.

A coaching service will be considered delivered to the customer once the first meeting between Customer personnel (e.g., someone receiving coaching) and a coach assigned by BetterLesson occurs. Coaching sessions may have variable length as established at the scheduling of the Coaching Session.

2. Rollover Policy

If some amount of services remain undelivered at the end of a given School Year, the Customer is eligible to rollover up to 10% of the total contracted value to apply as a credit on a contract in the following School Year. To qualify for rollover, the Customer must pay BetterLesson the value of the rollover funds in the School Year during which they were originally contracted and any rollover funds must be used before the end of the following School Year as defined by BetterLesson. For example, if a school purchases \$5000 of sessions, they could be eligible for up to \$500 to be carried over to the next school year provided that they meet the conditions outlined above.

Events Additional Terms:

Event Cancellation Policy: Any cancellation fee associated with an event cancellation fee will be applied *per session*. For example, if an event with 12 sessions happening concurrently are all canceled after the cancellation deadline, the cancellation fee would be applied for each of the 12 sessions.

Participant Limitations: Events (including workshops and learning walks) are limited to the number of participants set forth on the Order Form. BetterLesson does not guarantee space at the event for additional participants and may charge an additional fee for any such additional participants.

TERMS AND CONDITIONS OF BETTERLESSON SERVICES

This Agreement (i.e., these Terms and Conditions and the Order Form(s) into which these Terms and Conditions are incorporated) is made and entered into as of the Effective Date. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section or in the section where they are first used.

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 “Authorized User” means any individual who is authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement including any employee or contractor of Customer.

1.3 “Confidential Information” means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied in confidence to the Receiving Party under this Agreement. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 8.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 “Confidential Student Information” means information that personally identifies a student who is enrolled or was previously enrolled at the Customer’s institution. This term includes the student’s name, the name of the student’s parents or family members, the student’s (or student’s family’s) address, telephone number, email address, date of birth, place of birth, mother’s maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer’s institution.

1.5 “De-Identified Data” means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification

numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.6 “Documentation” means the technical materials provided by BetterLesson to Customer in hard copy or electronic form describing the use and operation of the Services.

1.7 “Error” means a reproducible failure of the Services (i.e. and not of a user) to substantially conform to the Documentation.

1.8 “Error Corrections” means bug fixes or workarounds intended to correct Errors in the Services.

1.9 “Order Form” means an order form that is signed by both parties and references these Terms and Conditions.

1.10 “School Year” means, unless specified otherwise in the Order Form, July 1 of a calendar year through June 30 of the following calendar year.

1.11 “Services” means the services ordered by Customer through an Order Form.

1.12 “Customer Content” means any content and information submitted via or in connection with the Service by on behalf of Customer, an Authorized User, or any other end user of the Services.

1.13 “Supported Environment” means the minimum hardware, software, and connectivity configuration specified from time to time by BetterLesson as required for use of the Services. The current requirements (if any) are described in the Order Form.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer’s payment of the Fees and compliance with the terms of this Agreement, BetterLesson will provide Customer with access to the Services. Promptly following the Effective Date, BetterLesson shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols.

2.2 Hosting. BetterLesson shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require BetterLesson to provide for or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User, or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, BetterLesson grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services.

3.2 Restrictions. Customer agrees that they will not, nor will Customer cause or permit any Authorized User or other party to, (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services except as permitted by law; or (e) create derivative works based on the Services or Documentation.

3.3 Ownership. Except for the licenses granted by BetterLesson under this Agreement, BetterLesson owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark, and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or

grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, BetterLesson makes such Open Source Software, and BetterLesson modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

4. FEES; CANCELLATION.

4.1 Fees. Customer shall pay BetterLesson the fees set forth in the Order Form (the "**Fees**"). BetterLesson shall invoice Customer for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Customer within thirty (30) days of receipt. BetterLesson may change the amount of the Fees for any upcoming Renewal Term provided that BetterLesson provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Customer shall pay interest on any overdue balance at the rate of 1.5% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged and borne solely by Customer.

4.2 Cancellation. If, for any reason, BetterLesson must cancel a scheduled session (virtual or in-person) or change a topic for such session after a topic and date/time have been confirmed (a "**Scheduled Session**"), such Scheduled Session shall be rescheduled at a mutually agreeable time at no additional cost to Customer. If such cancellation or change in topic is at the direction of Customer, the Scheduled Session shall be rescheduled at a mutually agreeable time; however, Customer shall be charged a cancellation or change fee set forth in the Order Form if notice of such cancellation occurs after the Change/Cancellation Date. No cancellation or change fee shall be charged to Customer if such change or cancellation is due to a Force Majeure Event. In such case, reasonable efforts will be made to reschedule using the same modality (virtual or in-person); however, in certain instances BetterLesson may convert the modality if it deems such conversion appropriate in its reasonable discretion. Fees paid for undelivered sessions may rollover to future years as set forth on the Order Form.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer hereby grants BetterLesson a non-exclusive, worldwide, royalty-free, fully-paid and transferable license (a) to use the Customer Content as necessary for purposes of providing the Services; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services. As between the parties, Customer owns all right, title, and interest in the Customer Content.

5.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any individual end user, Customer shall have obtained the consent of such end user to contact such end user via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage BetterLesson's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and BetterLesson will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify BetterLesson of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

5.4 Customer Responsibility for Access, Content, and Security. Unless otherwise specified on the Order Form, BetterLesson is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Order Form.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. BetterLesson represents and warrants to Customer that the Services will operate free from material Errors during the Term. Provided that Customer notifies BetterLesson in writing of any breach of the foregoing warranty during the Term, BetterLesson shall, as Customer's sole and exclusive remedy, provide commercially reasonable support services and seek to remedy any material error in an appropriate amount of time.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND BETTERLESSON MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BETTERLESSON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party

("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.2 Privacy. BetterLesson agrees that its performance of the Services may involve the disclosure of Confidential Student Information by the Customer to BetterLesson. BetterLesson agrees that it will not use or re-disclose Confidential Student Information except in compliance with applicable laws.

8.3 Data Security. BetterLesson agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. BetterLesson shall implement and maintain commercially reasonable administrative, technical, and physical security measures to protect Confidential Information from unauthorized access, disclosure, and use. BetterLesson will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. BetterLesson will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. BetterLesson will cooperate with the Customer to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. BetterLesson may use aggregated data and De-Identified Data for product development, research,

marketing, and other purposes. BetterLesson agrees that it shall not attempt to re-identify any aggregated data or De-Identified Data unless such re-identification complies with the terms of this Agreement and applicable law. BetterLesson further agrees that it shall not transfer De-Identified Data or aggregated data to any other party unless that party agrees not to attempt re-identification; provided, however, that BetterLesson may transfer De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 11 of this Agreement and its successor may re-identify data to the same extent that BetterLesson may do so pursuant to this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, BetterLesson shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that BetterLesson knows it possesses to the extent that destruction is reasonably practicable. BetterLesson shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following a commercially reasonable attempt to return or destroy Confidential Student Information.

9. INDEMNIFICATION

9.1 By BetterLesson. BetterLesson shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent, or other intellectual property right of a third party, and BetterLesson shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by BetterLesson. If any portion of the Services becomes, or in BetterLesson's opinion is likely to become, the subject of a claim of infringement, BetterLesson may, at its option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to BetterLesson for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the

foregoing, BetterLesson shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by BetterLesson; or (iii) any modification of the Services by any person other than BetterLesson or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of BetterLesson, and any of the officers, directors, employees, shareholders, contractors, or representatives of BetterLesson, for claims and actions described in this Section 9.1.

9.2 By Customer. Customer shall indemnify, defend, and hold harmless BetterLesson against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and BetterLesson's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from end users, (b) Customer's unauthorized use of Services hereunder, and/or (c) Customer's breach or alleged breach of any of its covenants, representations, or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 9.2 states the sole and exclusive remedy of BetterLesson and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors, or representatives of Customer, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and shall continue for the period of time specified in the Order Form (the "Initial Term") unless earlier terminated under Section 10.2. This Agreement shall renew upon the written consent of both parties for the time period set forth in any updated Order Form (each a "Renewal Term"). The Initial Term and the Renewal Terms (if any) are, collectively, the "Term."

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) BetterLesson shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued before the effective date of termination. Sections 3.3, 5.4, 6, 7, 8, 9, 10.3, 11, and 12 will survive the expiration or termination of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where Customer is located without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in the state where Customer is located, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in such state. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

12. MISCELLANEOUS. If requested by BetterLesson, Customer agrees to cooperate in good faith with BetterLesson on a press release following execution of this Agreement. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other

party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. These Terms and Conditions, together with the attached Order Form(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Order Form. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets related to this

Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, war, terrorism, pandemics or epidemics, strikes, failure of suppliers, fires, floods, or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Exhibit A – Additional Terms for Coaching and Events

All terms in this Exhibit A are in addition to, and should be interpreted in the context of, the Terms & Conditions set forth in the Agreement and only supersede any provision in the Terms & Conditions if expressly stated herein.

The Terms herein apply to any Coaching and/or Events Services that Customer has purchased.

Coaching Additional Terms:

1. Coaching Term Options

Customer shall select either one of the following coaching packages: (1) Short-Cycle Coaching; (2) Targeted Coaching; or (3) Unlimited Coaching. These packages have the following terms:

- Short-Cycle Coaching – Access to up to four (4) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within three (3) months.
- Targeted Coaching – Access to up to eight (8) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within five (5) months.
- Unlimited Coaching – Access to an unlimited number of Coaching Sessions during the School Year.

A coaching service will be considered delivered to the customer once the first meeting between Customer personnel (e.g., someone receiving coaching) and a coach assigned by BetterLesson occurs. Coaching sessions may have variable length as established at the scheduling of the Coaching Session.

2. Rollover Policy

If some amount of services remain undelivered at the end of a given School Year, the Customer is eligible to rollover up to 10% of the total contracted value to apply as a credit on a contract in the following School Year. To qualify for rollover, the Customer must pay BetterLesson the value of the rollover funds in the School Year during which they were originally contracted and any rollover funds must be used before the end of the following School Year as defined by BetterLesson. For example, if a school purchases \$5000 of sessions, they could be eligible for up to \$500 to be carried over to the next school year provided that they meet the conditions outlined above.

Events Additional Terms:

Event Cancellation Policy: Any cancellation fee associated with an event cancellation fee will be applied *per session*. For example, if an event with 12 sessions happening concurrently are all canceled after the cancellation deadline, the cancellation fee would be applied for each of the 12 sessions.

Participant Limitations: Events (including workshops and learning walks) are limited to the number of participants set forth on the Order Form. BetterLesson does not guarantee space at the event for additional participants and may charge an additional fee for any such additional participants.

Kerrick Elementary School

BetterLesson, Inc.

Signature:

Signature:

Matthew Kennard

Name: Martin Pollio

Name: Matthew Kennard

Title: Superintendent

Title: CEO

Date: _____

Date: 5/7/2024