

Subject

SUBJECT TECHNOLOGIES, INC. LICENSE AND SERVICES AGREEMENT

District or School Name:	Caldwell School District
Primary Contact Name:	Julie Mead
Primary Contact Email:	jmead@caldwellschools.org
Invoice Email:	
Invoice Schedule:	Annual
Invoice Date:	3/9/2026
Contract Term Start:	3/9/2026
Contract Term End:	6/30/2026
Usage Period:	Spring/Summer
Purchase Order: (If required)	

This License and Services Agreement (“**Agreement**”) is entered into by and between Subject Technologies, Inc., a Delaware corporation with its principal place of business at 345 N. Maple Drive, Ste. 130, Beverly Hills, CA 90210 (“**Subject**”), and Caldwell District, an educational institution with its main campus located at **1200 Grant St, Caldwell, ID 83605 United States** (“**School**”). Subject and School are sometimes referred to herein as the “Parties” or each as a “Party.”

Subject provides digital content solutions and related services for education institutions, including course content, technology, and instructional and administrative support. School is an educational institution offering secondary programs and instruction to its students. In consideration of the mutual covenants and agreements set forth below and in the standard terms and conditions attached hereto as Exhibit A (which is incorporated herein by reference in its entirety), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

Subject will license to School the “**Licensed Content**”, which consists of the Subject Curriculum and related content **Licensed** within the Subject platform. The “**Subject Curriculum**” means the Subject Learning offerings including Courses, **Content;** Videos, Quizzes, Assignments, and Final Exams administered through the Subject platform. School and Authorized **Services** Users also will have access to real-time chat support for academic help (Homework Helper) and general platform assistance to Subject members. Subject will also provide the “Services” set forth in Section 2 of Exhibit A.

School will pay Subject the subscription fee set forth below (“**Subscription Fee**”) for the License and Services

Payments provided under this Agreement during the Term. School shall be obligated to pay the full Subscription Fee even if all Licenses are not activated during the Term (as defined below).

The full Subscription Fee is non-refundable and due within 15 calendar days of **receipt of the invoice**.

Product	Quantity	Term	Price/Seat Annual	Annual Fee
Caldwell School District - Spring Pilot	40	3	Custom	\$5,000
			Subscription Fee (Total)	\$5,000

School may purchase additional Licenses for Authorized Users (“**Additional Licenses**”) during the Term pursuant to **Payments** the pricing table set forth below by signing a Change Order with Subject reflecting the number of Additional Licenses desired. Subject shall deliver the Additional Licenses upon the execution of a Change Order by the Parties and payment by School to Subject for the Additional Licenses when due. Fees for Additional Licenses shall be invoiced by Subject and payable to Subject by School within 15 calendar days of the date of each such invoice.

Products	Seats	Price/Seat Annual
Credit Recovery License	1 - 499	\$300
	500-999	\$280
	1000+	\$260
Standard License	1 - 499	\$500
	500-999	\$460
	1000+	\$420
Multi-Lingual AI Licenses	1 - 499	\$700
	500-999	\$600
	1000+	\$500
Products	Seats	Price/Seat Annual

Teacher of Record AI License	Per Course (1 Semester)	\$600
	Per Course (2 Semesters)	\$1000
	Unlimited	\$2,500
Teacher of Record AI Lite License	Per Course (1 Semester)	\$300
	Per Course (2 Semesters)	\$700
	Unlimited	\$1,800
The above licenses also include: Unlimited PD & Partner Support Live Chat Support & Tutoring Progress & Course Completion Reports Homework Helper Full Course Library Access Course Facilitation (grading done by Subject) Advanced Reporting	n/a	\$0

Payments

Any amounts not paid when due shall bear interest from the due date at the rate of 1% of the unpaid fee per month, or the highest rate of interest permitted by law, whichever is lower. If School fails to pay any amount when due under this Agreement, Subject reserves the right to (i) remove all discounts offered to School under this Agreement; (ii) stop providing services to School after 60 calendar days of nonpayment; or (iii) recover any reasonable out-of-pocket expenses incurred by Subject to cover (a) the cost of services performed by Subject for any unpaid portion of the Term of this Agreement, or (b) costs in connection to collecting payments due, including, but not limited to, any bank charges for returned checks and attorneys' fees. In the event of any late payment that is not cured within 10 calendar days of the date of notice thereof, Subject may decline to provide further services until all amounts due and late fees are paid in full. No refunds of any kind will be provided under this Agreement.

Subject shall issue the Licenses for activation and provide the Services (as defined in the Terms and Conditions) immediately upon (i) payment in full of the Subscription Fee or fees for the Additional Licenses (if applicable) when due or (ii) receipt by Subject of a Purchase Order from School.

The Parties acknowledge that the School's obligations under this Agreement are contingent upon the availability of legislatively appropriated funds. Upon entry into this Agreement, the School reasonably believes that sufficient funds will be available for the term of this Agreement. Notwithstanding the foregoing, if, for any fiscal period during the Term of this Agreement, the governing legislative body fails to appropriate or allocate sufficient funds to meet the governmental entity's obligations under this Agreement, and/or engages in a hold-back or take-back or such similar actions that lessens the financial condition of the School, the School may terminate this Agreement without penalty or further obligation by providing written notice to Subject specifying the effective date of termination.

Upon such termination, the School shall be obligated only for payments due for services rendered or goods delivered and accepted up to the effective date of termination. The School shall have no liability for any termination charges, early termination fees, reliance damages, lost profits, or any other amounts arising from or relating to the unavailability of appropriated funds.

The School agrees to use best efforts to seek and secure appropriations necessary to meet its obligations under this Agreement, but no provision of this Agreement shall be construed as a commitment of future appropriations or as creating any debt in violation of applicable law

This Agreement will commence on **the Contracted Term date** (“Initial Term”). Users who have not activated their Licenses, if any, may transfer their License to another Authorized User during the Term (as defined below) upon 15 days’ prior written notice to Subject. Upon completion of the initial term, the Parties may enter into negotiations and subsequently enter into a new agreement for a successor term.

ACCEPTED AND AGREED TO AS OF THE DATE THIS AGREEMENT IS EXECUTED BY BOTH PARTIES:

Subject Technologies, Inc.

Caldwell School District

Name: Annie Lei

Name:

Title: Chief Revenue Officer

Title:

Date:

Date:

EXHIBIT A
SUBJECT TECHNOLOGIES, INC.
LICENSE AND SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are hereby fully incorporated into the Subject Technologies, Inc. License and Services Agreement to which this Exhibit A is attached, together, collectively referred to as the “**Agreement**.”

1. License.

- a. Subject to the terms and conditions of this Agreement, and solely as permitted in this Agreement, Subject hereby grants School and those individuals enrolled at School during the Term and designated by School and confirmed by Subject as authorized users (“**Authorized Users**”) a non-exclusive, non-transferable, non-sublicensable license during the Term to access, display, and use the Licensed Content, as may be amended from time to time in accordance with the provisions set forth herein (“**License**”). School and Authorized Users may access, display, and use the Licensed Content only for their internal business purposes or personal use, and they shall not display the Licensed Content publicly, record the Licensed Content, or share the Licensed Content with any third party. School’s and Authorized Users’ access to, and display and use of, the Licensed Content also shall be subject to the terms and conditions located at <https://subject.com/terms-of-service> (“**Website Terms of Service**”). To the extent there is any conflict between the Website Terms of Service and this Agreement, this Agreement shall control. For the avoidance of doubt, the Licenses shall not be activated until School pays Subject in full for such Licenses.
- b. School and Authorized Users shall not: (i) use or display the Licensed Content other than as expressly permitted in this Agreement; (ii) record, reproduce, publicly display, or publicly perform the Licensed Content; (iii) remove or destroy any copyright notices, trademark notices or other proprietary markings included in or on the Licensed Content; (iv) modify or adapt the Licensed Content, merge the Licensed Content into other content, or create derivative works based on the Licensed Content; (v) provide any third party with access to the Licensed Content; (vi) access the Licensed Content except as expressly permitted in this Agreement; or (vii) transmit the Licensed Content through any medium including social media or electronic mail. School shall be responsible for any unauthorized use or display of the Licensed Content or other breach of this Agreement by School or Authorized Users.
- c. School acknowledges and agrees that, as between Subject and School, Subject owns all right, title and interest in the Licensed Content. Nothing in this Agreement shall grant School or anyone else any ownership rights in the Licensed Content. School further acknowledges and agrees that it may be necessary for Subject to make changes to the Licensed Content during the Term. Accordingly, School agrees that Subject, at its discretion, may modify Licensed Content during the Term.
- d. At its discretion, Subject may arrange for the Licensed Content to be made available to School and Authorized Users in a third-party hosted environment. In that instance, School, on behalf of itself and all Authorized Users, acknowledges the Licensed Content will be hosted by a third party using third-party servers and other third-party equipment, hardware and software, and School agrees, on behalf of itself and all Authorized Users, that Subject shall have no liability in the event of any malfunction, or failure of such third party servers, equipment, hardware or software, or in the event the Licensed Content is inaccessible or unavailable to School or Authorized Users, or in the event the Licensed Content or use or display of the Licensed Content is interrupted, untimely, delayed or not error-free. If Subject makes the Licensed Content available in a hosted environment, School, on behalf of itself and all Authorized Users, acknowledges and agrees School and the Authorized Users are responsible for obtaining and maintaining all hardware, software, and services (e.g., telecommunications services, ISP accounts, etc.) required to access the Internet and the Licensed Content.

2. Services. Subject shall provide to School the following “Services”, as may be amended from time to time in accordance with the provisions set forth herein. The specific scope of services shall be detailed below, which

is attached to and forms an integral part of this contract. School will provide all necessary and reasonably requested information, direction, and cooperation to enable Subject to provide the Services.

- Administrative and Academic Support. In an effort to maintain a high level of customer service, Subject shall provide email and live chat support to prospective students, active students, and School instructors serving as the teacher of record for the Subject Curriculum. Such support will include admissions, enrollment, and administrative assistance for students. Students are also able to access our live chat Homework Helper feature for academic assistance. For teachers, it will include technology, process, and general administrative support.
 - Curriculum Development Support and Program Management. For the courses offered as part of the Subject Curriculum, Subject shall provide content, simulations, videos, presentations and other typical online course content developed and owned by Subject that will be reviewed and approved by School faculty and instructors.
 - Technology. Subject will provide, and shall maintain, periodically revise, and host a technology platform for the Subject Curriculum, to serve as an online platform for students, teachers, support coordinators, and other staff and to enable online applications, course delivery, Subject Curriculum communications, and such other functions as are mutually agreed to by the Parties ("**Platform**"). The Platform is (a) designed to enable the effective delivery of Program curriculum and (b) shall be made available to Authorized Users. The Parties agree to negotiate in good faith should School wish to use the Platform for other academic programs offered by School. Subject will be responsible for correction of any errors, bugs, and defects in the Platform within a reasonable period of time.
 - Identity Validation. Subject shall have and maintain processes and mechanisms in place to ensure that each student registering for a course is the same student who participates in the course.
 - Academic and Professional Certification. Upon request by School, Subject shall assist School in providing information to aide in approval of the Subject Curriculum by regulators.
 - Program and Student Evaluation. Subject shall gather ongoing data of Authorized Users to further overall evaluation of the Subject Curriculum, including, but not limited to, student satisfaction with the Subject Curriculum, evaluation of instructors, and such other matters in such form and at such frequency as School may reasonably require.
3. Payments. For the License and Services to be provided hereunder, Subject will be due the payments, as may be amended from time to time in accordance with the provisions set forth herein. Except as otherwise agreed to in writing by the Parties, the Payments are inclusive of and cover the cost of all materials used for the provision of the License and Services. The Payments do not include or otherwise cover any local, state, federal or foreign taxes, levies, or duties of any nature charged to Subject in connection with the provision of the License and Services, excluding only taxes based on Subject's net income ("**Taxes**"). School is responsible for paying all Taxes. If Subject has the legal obligation to pay or collect Taxes based on School's or Authorized Users' use of the License or receipt of the Services, such amount may be invoiced to and will be paid by School to Subject unless School provides Subject with a valid tax exemption certificate authorized by the appropriate taxing authority.
4. Termination.
- a. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party:
 - i. materially breaches this Agreement, and such material breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - ii. becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign

bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- iii. Subject may terminate this Agreement, effective on written notice to the School, if the School loses any accreditation, state authorization, or other licensure or certification necessary to perform the obligations required by this Agreement.
- iv. The Parties acknowledge that the School's obligations under this Agreement are contingent upon the availability of legislatively appropriated funds. Upon entry into this Agreement, the School reasonably believes that sufficient funds will be available for the term of this Agreement. Notwithstanding the foregoing, if, for any fiscal period during the Term of this Agreement, the governing legislative body fails to appropriate or allocate sufficient funds to meet the governmental entity's obligations under this Agreement, and/or engages in a hold-back or take-back or such similar actions that lessens the financial condition of the School, the School may terminate this Agreement without penalty or further obligation by providing written notice to Subject specifying the effective date of termination.

Upon such termination, the School shall be obligated only for payments due for services rendered or goods delivered and accepted up to the effective date of termination. The School shall have no liability for any termination charges, early termination fees, reliance damages, lost profits, or any other amounts arising from or relating to the unavailability of appropriated funds.

The School agrees to use best efforts to seek and secure appropriations necessary to meet its obligations under this Agreement, but no provision of this Agreement shall be construed as a commitment of future appropriations or as creating any debt in violation of applicable law

- 5. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to School under this Agreement shall immediately terminate and School and all Authorized Users shall immediately cease all access, use, or display of the Licensed Content and purge any copies of the Licensed Content. School shall reasonably assist in (i) ensuring Authorized Users purge any copies of the Licensed Content upon termination of this Agreement and (ii) preventing Authorized Users from accessing Licensed Content following termination of this Agreement. Subject shall promptly deliver to School all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Subject in the course of performing the Services. Any payments owed to Subject, up to and including the effective date of such termination, shall be due and payable to Subject within 30 calendar days of expiration or termination of this Agreement for any reason.
- 6. Academic Integrity.
 - a. Notwithstanding the terms of this Agreement, School at all times shall retain ultimate authority and power over each and every one of the discretionary functions that are necessary attributes of a duly authorized educational institution offering secondary programs and instruction, as more particularly described and defined as follows: (i) strategic planning and other advisory functions; (ii) approving the curriculum and content of School's educational programs; (iii) setting admission standards and criteria and determining the admissibility of individual students; (iv) developing academic policies and procedures; (v) approving and appointing instructors who hold teaching credentials required by applicable law; (vi) assigning grades of record, awarding and recording academic credit and credentials, and maintaining student transcripts and other permanent records; (vii) obtaining and maintaining all accreditations, approvals, registrations, permits, or licenses required under applicable law or by any educational agency or governmental authority in connection with School's secondary programs and instruction; (viii) establishing and enforcing academic policies and requirements; (ix) performing all other core academic functions; and (x) overseeing and establishing standards for Subject's provision of services to School.

- b. Nothing in this Agreement is intended, or should be interpreted to, obligate Subject to provide any services that would result in Subject or any employee of Subject being classified as a “teacher of record” or similar designation. The Parties agree that School and its employees will maintain ultimate responsibility for all functions required of a teacher of record under applicable law, including oversight and approval of course content, assignments, and grades, and that for all purposes, Subject is not a teacher of record.
7. Third Party Providers. To the extent School’s or an Authorized User’s access, display, or use of Licensed Content interfaces with software applications or other technology and applications provided by third parties (collectively, “**Third Party Applications**”), School, on behalf of itself and all Authorized Users, agrees to maintain appropriate licenses or permissions from the licensors of the Third Party Applications for School and Authorized Users to use the Third Party Applications during the Term. Subject does not provide any warranties, guaranties or indemnification regarding any Third Party Applications or any third parties or any of their products or services, whether or not such products or services are designated by Subject or anyone else as “partner,” “certified,” “validated” or otherwise. Any exchange of data or other interaction between School, an Authorized User and a third party, and any purchase or license by School or an Authorized User of any product or service offered by a third party, is solely between School or the applicable Authorized User and such third party.
8. Confidentiality. All non-public, confidential or proprietary information of each Party (“**Confidential Information**”), including, but not limited to, information about its business affairs, products, software, application programming interfaces, user interfaces, predictive models, analytics and analytics reporting, intellectual property and trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, lists, pricing, discounts, or rebates disclosed by one Party to the other, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the recipient Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for use in connection with performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Subject recognizes that School is a public governmental entity subject to the laws of the state of Idaho, including the Idaho Public Writings Act. While proprietary information and documentation may be exempted from production consistent with Idaho law, this Agreement and documentation of Subject may be the subject matter of a public records request to the District. Should Subject wish to prevent any such materials from production, Subject shall be solely responsible for any court action seeking to prevent such production. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a Party’s breach of this Agreement; (b) is obtained by the recipient Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) is established by documentary evidence to be in the possession of recipient Party prior to the disclosing Party’s disclosure hereunder. Upon the disclosing Party’s request, the recipient Party shall promptly return all documents and other materials received from the disclosing Party.
9. Data
- As part of the services provided under this Agreement, Subject Technologies Inc. shall offer a data consultation service to the School. This service includes a collaborative review of data shared by the School, which may include historical data from previous vendor engagements, for the purpose of benchmarking and strategic planning.
- a. Data Anonymization
All data provided by the School for the purposes of the data consultation service shall be de-identified and shall not contain any personally identifiable information (PII) as defined under applicable federal and state privacy laws, including but not limited to FERPA, COPPA and section 33-133, Idaho Code. The School shall provide Subject a copy of the state mandated policy pursuant to section 33-133, Idaho Code, which the Parties to this Agreement shall comply.
 - b. Onboarding and Service Collaboration
School agrees to allocate up to five (5) in-person working days per calendar year for meetings between Subject Technologies Inc. and a designated School representative responsible for overseeing data and

analytics. These meetings will be scheduled with mutual consent and used to facilitate meaningful consultation and data review.

- c. Purpose and Outcome: The purpose of the data consultation service is to assess and enhance the efficacy of the partnership between Subject Technologies Inc. and the School. This includes evaluating the success of the services delivered, informing continuous improvement, and aligning on measurable impact.

- 10. Independent Contractor. It is understood and acknowledged that in providing the License and Services, Subject acts in the capacity of an independent contractor and not as an employee or agent of School. The Parties are likewise not engaged in a joint venture. Subject shall control the conditions, time, details, and means by which Subject provides the License and Services. Subject has no authority to commit, act for or on behalf of School, or to bind School to any obligation or liability. Subject shall not be eligible for and shall not receive any employee benefits from School and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Subject hereunder

- 11. Intellectual Property for Marketing and Related Purposes.

- a. Notwithstanding any prohibition in any nondisclosure or confidentiality agreement signed by the Parties, each Party hereby grants to the other Party (a) a limited and non-exclusive, royalty-free license to use the granting Party's names, logos, service marks or trademarks (collectively, the "**Marks**"), solely for the performance of each Party's obligations under this Agreement, and (b) a license to use the granting Party's name as a reference in the other Party's marketing and other promotional materials, in each case solely for purposes of performing the other Party's obligations and exercising the other Party's rights under this Agreement; provided, however, that the other Party may not use any Mark(s) or otherwise reference the granting Party in any marketing, promotional or other materials, including on websites owned or operated by the other Party, until such uses and materials in whatever form will have been previously submitted to and approved in writing by the granting Party, which approval may be withheld by the granting Party for any reason in its sole discretion. The licenses granted by each Party in this Section 10 will terminate upon the termination of this Agreement or as otherwise expressly agreed to by the Parties in writing.
- b. Upon each Party's reasonable request, the other Party will promptly remove, alter or modify any and all use of the Party's Marks or other references to the Party in any marketing, promotional or other materials, including on websites owned or controlled by the other Party.
- c. Except for what is set forth herein, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each Party will own and retain all right, title and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, and all modifications thereto, and improvements and derivative works thereof, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such Party to the other Party (collectively, its "**Intellectual Property**"). Notwithstanding anything in this Agreement to the contrary, in the event that one Party modifies, improves or creates derivative works of any of the other Party's Intellectual Property, it shall assign, and does hereby assign, all right, title and interest in and to such modifications, improvements and derivative works to the other Party (i.e., the owner of the Intellectual Property).

- 12. Compliance with Laws. The Parties agree to materially comply with all applicable international, federal, state and local laws, rules, regulations and ordinances. In particular and without limitation, Subject and School also agree to comply with all applicable regulatory, privacy, data protection, anti-bribery, anti-boycott, anti-terrorism, and export control laws and regulations, and not to discriminate against any employee, applicant, or enrolled student because of any basis protected by law. Each Party has and shall

maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

a. Idaho State Mandated Certifications:

1. Pursuant to Idaho Code Section 67-2346, Subject certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories.

2. Pursuant to Idaho Code Section 67-2359, Subject certifies that it is not currently owned or operated by the government of China/People's Republic of China and will not, for the duration of this Agreement, be owned or operated by the government of China/People's Republic of China .

3. Pursuant to Idaho Code Section 18-8703-18-8711, Subject certifies that it is not currently an abortion provider and will not, for the duration of this Agreement, provide abortions or be an affiliate of an abortion provider.

4. Pursuant to Idaho Code Section 67-2347A, Subject certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, any boycott of any individual or company because the individual or company: engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or engages in or supports the manufacture, distribution, sale or use of firearms .

5. The terms in this section shall be defined as stated in the applicable provisions of Idaho Code.

13. Representations, Warranties, and Indemnification.

a. Subject and School each represent and warrant they have the power and authority to enter into this Agreement and perform their obligations under this Agreement. School represents and warrants it has the right and authority to provide Subject with the names and email addresses of the Authorized Users, and that the Authorized Users have expressly consented to School providing their names and email addresses to Subject. School represents and warrants it will not provide any information to Subject about Authorized Users without the prior express consent of the applicable Authorized User(s), and that any information School collects from Authorized Users is done on School's behalf.

b. Subject to the terms and conditions set forth in this **Section 13**, each Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and its officers, directors, affiliates, agents, students, and representatives (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment or proceeding (collectively, "**Losses**"), arising out of:

i. material breach or non-fulfillment of any representation, warrant, or covenant contained in this Agreement by Indemnifying Party or its personnel;

ii. any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or

iii. any failure by Indemnifying Party to comply in all material respects with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

14. Warranties. SUBJECT PROVIDES THE LICENSED CONTENT "AS IS." SUBJECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SUBJECT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR OTHERWISE.

15. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE PAYMENTS ACTUALLY PAID TO SUBJECT DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS OF THE CLAIM. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON. The foregoing limitations shall not apply to any damages arising out of or in connection with one Party's infringement of the other Party's intellectual property rights.
16. Insurance. With respect to any activity conducted under this Agreement or any subsequently executed amendment hereto, each Party will maintain, at its own cost and expense, adequate and customary required levels (as appropriate and standard) of cyber liability coverage, general public liability insurance, worker's compensation insurance, and property damage to cover each Party's indemnity obligations under this Agreement. Evidence of such insurance shall be provided to the other Party upon request.
17. Injunctive Relief. School acknowledges and agrees the Licensed Content contains the copyrighted material of Subject, the unauthorized use, display or disclosure of which would irreparably harm Subject. Accordingly, School agrees that in the event of an actual or threatened unauthorized use, display or disclosure of all or a portion of the Licensed Content by School or an Authorized User, Subject shall be entitled to and should receive expedited injunctive relief from a court of competent jurisdiction enjoining such unauthorized use, display or disclosure without Subject having to prove irreparable harm or post a bond. Further, School acknowledges that money damages may not be a sufficient remedy for any breach or threatened breach of Sections 1 or 8 by the School or its representatives. Therefore, in addition to all other remedies available at law (which Subject does not waive by the exercise of any rights hereunder), Subject shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and School hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that Subject institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Section 16, Subject shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by Subject in conducting the suit, action, or proceeding, including attorneys' fees and expenses and court costs.
18. Non-Solicitation.
- a. Each Party agrees that during the Term and for a period of one year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the other Party, neither such Party nor any of its affiliates or Representatives (each, a "**Restricted Person**") shall directly, for itself solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party or any of its affiliates or subsidiaries, or employ or engage as an independent contractor, any current employee of the other Party (each, a "**Covered Employee**"), except (i) pursuant to a general solicitation through the media or by a search firm, or general employment posting open to the public, that is not directed specifically to any current employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 18.a, or (ii) if the other Party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee.
 - b. The Parties agree that the duration, scope, and geographical area of the restrictions contained in this Section 18 are reasonable. Upon a determination that any term or provision of this Section 18 is invalid,

illegal, or unenforceable, the court may modify this Section 18 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the Parties hereto.

19. General.

- a. *Further Assurances.* Each of the Parties hereto shall use commercially reasonable efforts to, from time to time upon request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- b. *Notices.* Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth on the signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this section).
- c. *Governing Law.* This Agreement is made and shall be construed in accordance with the internal laws of the State of Delaware (irrespective of its choice of law principles).
- d. *Dispute Resolution.* The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiations between representatives with authority to settle the dispute. If the dispute has not been resolved within 30 calendar days of a Party's request for negotiation, either Party may submit the dispute to non-binding mediation. The Parties shall cooperate in the mediation process and pay their own costs and legal expenses in connection therewith. If the dispute has not been resolved within 60 calendar days of submitting it to mediation, either Party may institute a court action.. No Party may institute a court action on a dispute without first attempting to resolve the dispute in accordance with the dispute resolution process in this Section 19.d, except that the Parties acknowledge and agree the dispute resolution process in this Section 19.d shall not apply to disputes related to School's alleged breach of Section 1 or 8 of this Agreement, and that Subject may institute court action with respect to such disputes without first undergoing the dispute resolution process in this Section 19.d.
- e. *Integration.* This Agreement (including Exhibit A, Terms and Conditions) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- f. *Amendment.* The Parties may not amend this Agreement except by written instrument signed by the Parties.
- g. *Force Majeure.* Neither Party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure event. "**Force Majeure**" means an unforeseeable cause beyond the control of and without the negligence of the Party claiming Force Majeure, including, but not limited to, fire, flood, severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, acts of government, pandemics, and other unforeseeable accidents.

- h. *Waiver.* No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
- i. *Cumulative Rights.* The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- j. *Assignment.* School may not assign this Agreement without Subject’s prior written consent. Subject may assign this Agreement with the School’s written consent.
- k. *Publicity and Trademark License:* Subject may use School’s trademarks, service marks and logos in press releases, advertising and promotional materials to indicate that School is a licensee of Subject, upon the School’s prior review and approval of such press release, advertising and/or promotional materials. School hereby grants Subject a non-exclusive, non-transferable, royalty-free license during the Term to use School’s trademarks, service marks and logos in press releases, advertising and promotional materials. All such use of School’s trademarks, service marks and logos shall be in accordance with any reasonable trademark use guidelines communicated to Subject by School, and all such use shall inure to School’s benefit. School represents and warrants it has the right to grant the trademark licenses granted in this Section 18.k, and School agrees to indemnify, defend and hold Subject harmless from any claims, demands, causes of action, costs and expenses (including reasonable attorneys’ fees and expert witness fees) arising out of or relating to any allegation that School’s trademarks, service marks or logos infringe or otherwise violate any third party’s trademark, copyright, right of publicity or other intellectual property or proprietary right.
- l. *Successors and Assigns; Third Party Beneficiaries.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.
- m. *Survival.* Sections 4, 5, 7, 8, 9, 13 through 18 inclusive of this Agreement, the Services and Payment sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination.
- n. *Counterparts.* This Agreement may be executed in counterparts.
- o. *Headings.* The Headings in this Agreement are for convenience only and shall not affect its interpretation.
- p. *Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- q. *Public Announcements.* Unless otherwise required by applicable law, no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which

consent shall not be unreasonably withheld, conditioned, or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

- r. *Entire Agreement.* This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.