

DATA SHARING AGREEMENT

This Data Sharing Agreement (“**Agreement**”) is entered into as of May 11th, 2023 (the “**Effective Date**”) between East Bay Innovation Academy (“**EBIA**”) and Strived CO (“**Strived**”) (each a “**Party**” and hereinafter collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, EBIA possesses certain data as described in detail below; and,

WHEREAS, EBIA wishes to share such data with Strived to the mutual benefit of both Parties and Strived wishes to receive the data.

NOW, THEREFORE, in consideration of the foregoing and such mutual consideration contained here the Parties agree as follows:

1. DEFINITIONS.

1.1 “**Data**” means academic data from schools relating to students to be provided by EBIA.

1.2 “**Delivery Mechanism**” means transmission via SFTP secure server or such other means as agreed to by the Parties that will be used to facilitate the transmission of Data to Strived.

2. LICENSE GRANT. EBIA hereby grants to Strived a non-exclusive, worldwide, royalty-free, limited license to copy, distribute, modify, display and otherwise use the Data. EBIA shall make available, and Strived shall access, the Data by the Delivery Mechanism. Strived shall maintain adequate security precautions, consistent with the current industry standards, including among other things, the use of a secure server and protective firewalls and passwords/user IDs, to prevent all unauthorized access to or distribution of the Data. Strived shall only use the Data in compliance with all applicable laws and regulations, including, without limitation, any laws relating to the privacy of individuals. Strived shall implement appropriate security measures to protect the Data.

3. TERM. This Agreement will commence on the Effective Date and remain effective until terminated as set forth herein. Either Party may terminate this Agreement upon thirty (30) days notice to the other Party; provided, however, that any Data licensed and delivered prior to such termination may still be used by Strived subject to the terms hereof. Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches this Agreement and such breach is not cured within ten (10) days after the non-breaching Party provides written notice of such breach. If termination is by EBIA due to Strived’s breach all licenses shall terminate and Strived shall cease all use and delete the Data. Those provisions of this Agreement that by their nature would be expected to survive termination will survive.

4. OWNERSHIP RIGHTS. As between the Parties, all rights, title and interests in the Data are and shall remain the sole and exclusive property of EBIA.

5. TRADEMARK AND LOGO USAGE. Each party will have the non-transferable, non-exclusive, revocable license to use the other party’s logo(s), trade names(s) and trademarks (“Marks”) in unmodified form solely for identification purposes in performing co-marketing activities relating to this Agreement. All Marks must be used in accordance with any guidelines provided by a Party. All goodwill associated with the Marks will accrue to the owner of the Marks. Each party will comply immediately with a request to remove any use of its Marks at the requesting party’s sole discretion.

6. WARRANTIES. EBIA hereby represents and warrants that it has the right to provide the Data to Strived and that no portion of the Data shall infringe any proprietary, privacy or other rights of a third party and that EBIA has secured all consents or licenses required to provide the Data. In the event of a claim by a third party of a breach of this warranty EBIA shall defend, indemnify and hold harmless Strived from any damages, losses and costs (including attorneys’ fees) incurred by such claim provided that Strived (i) gives EBIA prompt written notice of the claim; (ii) allows Strived to defend or settle the claim at its sole

discretion; and (iii) provides all assistance in the defense or settlement of a claim requested by EBIA at EBIA's expense. EXCEPT AS SET FORTH ABOVE, EBIA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **CONFIDENTIALITY.** As used in this Agreement, the term "Confidential Information" means any information disclosed by one party to the other that is marked "Confidential", "Proprietary" or in some other manner or which by its nature would be expected to be confidential. Each party will use Confidential Information only for the purposes of this Agreement and will not disclose it to any third party. Each party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Confidential Information shall not include information that: (a) is in the public domain through no fault of the receiving party; (b) was known to the receiving party prior to its disclosure; (c) becomes known to the receiving party, without restriction, from a source other than the disclosing party or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving party will, to the extent lawful and reasonably possible, provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR EBIA'S OBLIGATIONS PURSUANT TO SECTION 6 (WARRANTIES) IN NO EVENT WILL EITHER PARTY BE LIABLE HEREUNDER UNDER ANY LEGAL THEORY FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND AND EACH PARTY'S MAXIMUM LIABILITY SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

9. **GENERAL.** Strived and EBIA are independent contracting entities and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Nothing herein shall be construed as implying a joint venture, agency, employer-employee or partnership relationship between the Parties hereto. Notices required hereunder shall be sent to the addresses set forth above or such replacement addresses given by notice. No waiver of rights under this Agreement by either Party shall constitute a subsequent waiver of this or any other right under this Agreement. In the event any term of this Agreement is declared to be illegal by any court or governmental body, such term shall be null and void and shall be deemed deleted from this Agreement. This Agreement will be governed by the laws of the State of California without regard to conflict of law principles. This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties. It may only be modified by a writing executed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Agreement to be duly executed:

<<EBIA>>

<<Strived>>

By: _____

By: _____

Name: _____

Name: Shweta Gandhi

Title: _____

Title: CEO and Cofounder

Date: _____

Date: April 12, 2023