

PLATFORM & SERVICES AGREEMENT
Lighthouse Community Public Schools

Date: June 10, 2021

Altitude Learning’s vision is to enable all children to reach their potential. We are an education+technology company that provides software, services and support to a nationwide network of schools with a shared aim of transforming educational experiences for students. We look forward to working with you!

This Platform & Services Agreement (“PSA”) and the attached Platform License Terms and Conditions, which are incorporated herein by this reference, form the entire agreement (the “Agreement”) between AltSchool, PBC, a Delaware public benefit corporation d/b/a (“Altitude Learning”) and the school or school district listed above (“District”) as of June 3, 2021 2(the “Effective Date”). By signing below, you agree that the Terms and Conditions are an integral part of the Agreement and that no other agreement with respect to the subject matter hereof, express or implied, exists between the parties. Neither the PSA nor the Terms and Conditions may be amended except by written agreement of the parties.

Services and Fees:

Starting on or around July 1, 2021 (“Service Commencement Date”), or such other date as will be agreed upon by Altitude Learning and District, Altitude Learning will provide the following services to District (the “Services”) for the fees stated below (“Fees”). District will pay all Fees within thirty (30) days of each applicable due date listed below:

Service	Fees
<p>Core Platform: Licenses to use Altitude Learning’s core educational software platform (the “Core Software Platform”), a set of tools and services that facilitates student-centered learning, including allowing educators to personalize instruction and goals for each student, review and provide feedback on student work, and track student progress and allowing students and parents to communicate with teachers, view assignments, and submit work.</p> <p>Network-wide Licenses & Included Content</p> <ul style="list-style-type: none"> ● Altitude Learning Platform licenses for all educators and students ● Family Stream access with student experience for all guardians ● Integrations with Google ● Customized competencies and rubrics ● Library of high-quality sample units ● Bank of high-quality assessment items tied to CCSS & NGSS 	<p>\$10,000 per site (6 sites)</p>
<p>Virtual Platform Trainings</p> <ul style="list-style-type: none"> ● Admin guide & asynchronous training module with 1 60 min office hour ● Specialists & support staff guide & asynchronous training module with 1 60 min office hour ● 1 Launch Training for all new educators (1-2 hrs total plus asynchronous work) ● 1 site-based Relaunch Training for returning educators (1-2 hrs total & asynchronous work) ● 1 site-based Refresh & Refine Training for educators (1-2 hrs total & asynchronous work) ● 1 site-based 60 min office hours for educators 	<p>\$5,000 per site (4 sites)</p>
<p>Implementation: Implementation of the Core Software Platform, including assistance with account integration and student roster import on a mutually established schedule.</p> <ul style="list-style-type: none"> ● Consultations on assessment strategy and enrollment at beginning of school year ● Biweekly support meetings with network implementation team ● Biannual network-wide review meetings with implementation team and site admin ● Monthly Data Reports on teacher, student and guardian engagement (network & site-based) ● Daily access to a Usage Reports dashboard for all administrators 	<p><i>included</i></p>
<p>Training and PD: Onsite training and professional development (“PD”) or consultation to support the implementation of the Core Software Platform for District’s administrators, educators, students and parents, on a mutually established schedule.</p>	<p>\$20,000</p>

<p>Professional Development (see table below for topics of each Arc based on the Pathway)</p> <ul style="list-style-type: none"> ● Arc 4 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Arc 5 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 4 ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Arc 6 Workshop In-Person (6 hours) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 5 ○ Create shared understanding & introduce new practices ○ Design and develop a hypothesis for change ○ Set a goal and begin to develop a plan through exploration and collaboration ○ Leave the workshop with an action plan to try something out in the classroom ● Virtual End of Year Reflection (1 hour virtual call) <ul style="list-style-type: none"> ○ Share findings across community from your goal from Arc 6 ○ Reflect on your year of learning and exploration 	
<p>In addition, the District may order the following custom services described below. Estimated pricing for such services is set forth below and final pricing shall be provided at the time of invoicing. The District may request additional custom services and if Altitude wishes to provide such services, it shall provide estimated pricing for the services and final pricing shall be provided at the time of invoicing.</p> <p>Custom Data Dashboard: Network & School-wide Assessment Data</p> <ul style="list-style-type: none"> ● Updated regularly ● 1 network dashboard, 6 site-based dashboards <p>Custom Data Export: Progress Report Scores</p> <ul style="list-style-type: none"> ● Occurs 6-8 times a year <p>Custom Service Request: Create Courses & Progress Reports for each Course in Aeries</p> <ul style="list-style-type: none"> ● Occurs 1x over the summer in bulk 	<p>\$8,400 Total</p> <p>\$5,000 Total</p> <p>\$110 per Course Copy Estimated total of \$22,00 for 200 courses</p> <p>Optional Total \$35,400</p>
<p>Events: From time to time, Altitude Learning may host regional and national events for partner schools and districts, which include admission, food, and refreshments (“Partner School Events”). Altitude Learning may provide the District with the opportunity to send up to 20 District representatives to select events.</p>	<p><i>included</i></p>
<p>Virtual Support: Ongoing support in sharing best practices to assist in using the Core Software Platform. Support will be available for the District during the hours of 9am-8pm EST Monday through Friday via support email. A dedicated Altitude Learning representative will be assigned to the District to facilitate support needs.</p>	<p><i>included</i></p>
<p>TOTAL COST</p>	<p>\$100,000</p>

Payment Terms for Year 1	District Invoice Contact Information
\$50,000 invoiced 07/01/21 \$50,000 invoiced 1/1/22 All payments due 30 days from invoice date unless otherwise specified.	Lighthouse Community Public Schools 433 Hegenberger Road, Suite 201 Oakland, CA 94621 Attn: Brandon Paige, Director of Finance Email: brandon.paige@lighthousecharter.org Phone: 510.473.8809

Term and Renewal: The term of this Agreement begins the Effective Date and continues until June 30, 2022 (the "Term"). This Agreement will automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Term. Fees for each renewal term will automatically renew except as otherwise agreed in writing by the parties in advance of such renewal.

Parties and contact information:

Altitude Learning	District
AltSchool, PBC d/b/a Altitude Learning 49 Stevenson Suite 1000 San Francisco, CA 94105 Attn: Devin Vodicka Email: devin@altitudelearning.com	Lighthouse Community Public Schools 433 Hegenberger Road, Suite 201 Oakland, CA 94621 Attn: Brandon Paige, Director of Finance Email: brandon.paige@lighthousecharter.org Phone: 510.473.8809

Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that either party is required or desires to give to the other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth on the applicable PSA, or at such other addresses as may be designated by such party. Delivery will be deemed made (i) at the time of service, if personally served, (ii) five (5) days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation).

This PSA may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

ALTSCHOOL, PBC d/b/a ALTITUDE LEARNING:

DISTRICT:

By: _____
 Name: Devin Vodicka _____
 Title: Chief Executive Officer _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

PLATFORM SERVICES TERMS AND CONDITIONS

These terms and conditions for Altitude Learning's Platform License (these "Terms and Conditions"), together with the attached PSA agreed to between the school or district listed thereon ("District") and AltSchool, PBC d/b/a Altitude Learning ("Altitude Learning" or "Company"), set forth the entire agreement by which Altitude Learning will provide the Altitude Learning platform and services listed on the PSA. This Agreement is effective when a completed PSA is executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions have the meaning ascribed to such terms in the PSA.

1. Services. Subject to the terms and conditions of this Agreement, Company will provide services ("Services") to District in accordance with specifications elaborated in one or more PSA(s). All executed PSAs will be deemed incorporated herein by reference. District may access and use the Services solely for educational or administrative purposes and such access and use is expressly limited in accordance with this Agreement.

2. Fees, Invoicing and Taxes.

(a) **Fees and Invoicing.** District will pay Company the amounts set forth in the applicable PSA at the times and in the manner set forth therein. Payments are due net thirty (30) days from the date of invoice unless otherwise agreed by the parties in the applicable PSA. If payment is not made within thirty (30) days after the invoice due date, Company may, in its sole discretion, choose to do any or all of the following: (i) charge District a late fee on the unpaid balance at the lesser of one percent (1.0%) per month or the maximum lawful rate permitted by Applicable Law, or (ii) suspend District's and Authorized Users' right to access and use the Services, during which time District will continue to be charged for any period of suspension.

(b) **Taxes.** All fees and charges listed for the Services are exclusive of any sales, use, value-added, withholding and other taxes, duties and other governmental charges that may be imposed by any federal, state or local government or taxing authority on the use or provision of the Services or the payments made by District hereunder (collectively, "Taxes"). District will be responsible for and will pay all such Taxes, excluding any taxes based on Company's net income. Notwithstanding the foregoing, if District is entitled to an exemption from any Taxes, District may submit to Company a valid tax exemption certificate (in a form reasonably acceptable to Company) and income tax withholding certificate or other documentation acceptable to the applicable taxing authorities within fifteen (15) days of the first invoicing date.

3. Proprietary Rights.

(a) **Ownership.** Company and its licensors own all right, title, and interest in and to the Services and the Platform, including, without limitation, any and all patents, patent applications, copyrights, trade secrets, trademarks and other intellectual property rights therein, and all modifications, improvements, upgrades and derivative works related thereto. District acknowledges that the rights granted to District under this Agreement do not provide District with title to or an ownership interest in the Services. All rights in the Services not expressly granted to District hereunder are reserved by Company.

(b) **Rights in Platform Granted by Company.** Subject to District's compliance with the terms of this Agreement, Company grants District and Authorized Users a limited non-exclusive, non-transferable, non-sublicenseable license to access the Platform by and to use the Platform solely for educational or administrative purposes. Company reserves all rights in and to the Platform not expressly granted to District under this Agreement.

(c) **Restrictions.** District shall not directly or indirectly infringe or misappropriate any intellectual property rights of Company. Unless otherwise expressly permitted in this Agreement, District will not, directly or indirectly: (i) copy, reproduce, modify, translate, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to the Service; (iii) sell, resell, encumber, sublicense, time-share, lend, transfer, lease, rent, distribute, or otherwise make available the Services to or for the benefit of any third party; (iv) attempt to interfere with or disrupt the Services or attempt to gain access to any systems or networks that

connect thereto (except as required to access and use the Services); (v) allow access to or use of the Services by anyone other than Authorized Users; (vi) take any steps to circumvent security practices for accessing and using the Services, including by circumventing features in the Platform for tracking and reporting data usage or the number of individual users or by multiplexing or sharing individuals' access to and/or use of the Services through any method; or (vii) authorize or knowingly permit a third party to do any of the acts set forth in this Section 3(c). District shall not allow the removal or modification of any proprietary notice made part of the Platform or any other component of the Services.

(d) **Feedback.** If District provides Company with any feedback, reports of errors, comments or suggestions for improvements to the Services ("Feedback"), District grants to Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable license to use all such Feedback for any purpose without any obligation to District of any kind.

4. Representations and Warranties. District represents and warrants to Company that: (a) District has the legal power to enter into this Agreement, (b) District is in compliance with (and will remain in compliance with) all Applicable Laws that govern its operation of a school and its activities in connection therewith, including without limitation all Applicable Laws: (i) that govern the administration of background checks on teachers and school personnel and the use of the results obtained therefrom; and (ii) that set forth any requirements with respect to obtaining any required permissions or consent(s) for the use, collection, disclosure, sharing or transfer of confidential information, including Student Data, under the Family Education Rights Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). To facilitate Company's provision of the Services under this Agreement, District will share Student Data with Company pursuant to the FERPA "District Official" exception; (c) District owns or has all rights in District Data and Educational Content that are necessary and sufficient for District to use District Data and Educational Content in connection with the Services, and to grant the rights to Company, as contemplated by this Agreement; and (d) prior to using any curriculum in connection with the Services (whether inputted by District or by Company on behalf of District), District will have proper licenses to use such curriculum.

5. Obligations.

(a) **Cooperation.** As a condition to Company's obligations under this Agreement, District will (i) provide Company with good faith cooperation and access as may be reasonably required by Company in order to provide the Services; (ii) provide Company with such personnel assistance and resources as may be reasonably requested by Company from time to time; and (iii) carry out in a timely manner all other District responsibilities set forth in this Agreement, including any applicable PSA.

(b) **Networking and Technology.** District acknowledges and agrees that District's and its Authorized Users' use of the Services is dependent upon access to appropriate telecommunications and Internet services. District agrees to install sufficient network capabilities, ensure that each student and teacher possesses a suitable device, and meet information technology capabilities necessary to support the Services. Company will not be responsible for any loss or corruption of data, lost communications or any other loss or damage of any kind arising from any such telecommunications and Internet services, including without limitation District's failure to provide the necessary telecommunications or Internet services.

(c) **Consent for Students.** District will obtain any consents from the parents or legal guardians of students as may be required under Applicable Law for such students to access and use the Services.

6. Term and Termination.

(a) Term. The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect until the expiration of all service terms set forth in any applicable PSA ("Service Terms").

(b) Termination. Either party may terminate this Agreement for breach if: (i) the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. Either party may terminate this Agreement at any time for convenience upon sixty (60) days' written notice to the other party.

(c) Effect of Termination. Upon any expiration or termination of this Agreement (i) the rights and licenses granted by Company to District hereunder will automatically terminate; (ii) District and Authorized Users will promptly cease all use of the Services; (iii) District will pay all amounts due to Company within thirty (30) days from the effective termination or expiration date; and (iv) each party shall return or destroy and will make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party, provided that Company may retain a copy of all District Data in its possession of control and may retain and use all such District Data consistent with the right granted to Company under Section 7(a). Upon the expiration or termination of this Agreement, at District's request, Company will provide District with a copy of all District Data in its possession or control, subject to District's payment to Company of all reasonable expenses incurred by Company in providing such District Data to District. All fees paid as of the expiration or termination of this Agreement will be nonrefundable. Termination of this Agreement will not limit either of the parties from pursuing any other remedies available to it, including injunctive relief. The rights and obligations of Company and District contained in Sections 2, 3, 6(c), 7, 8, 9, 10, and 11 will survive any expiration or termination of this Agreement.

7. Data Collection, Ownership, and Use; Privacy.

(a) District Data and Educational Content. As between Company and District, District will retain all ownership rights in District Data and Educational Content. Except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company a non-exclusive, worldwide, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of District Data in connection with Company's provision of the Services to District, to improve Company's products and services, to monitor compliance with this Agreement, and for education, administration, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes. Additionally, except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of Educational Content and any works derived from such Educational Content, in any form, format, or medium, of any kind now known or later developed, in any manner, and to license or permit others to do so.

(b) Anonymized/Aggregated Data. The parties agree that Company shall retain all ownership rights in Anonymized/Aggregated Data. Company may use Anonymized/Aggregated Data for any business purpose during or after the term of this Agreement, including without limitation in connection with Company's provision of the Services to District, to improve Company's products and services, to monitor compliance with this Agreement, and for education, administration, promotion, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes.

(c) Data Management and Backup. Company agrees to use reasonable administrative, technical and physical measures, consistent with Applicable Law and commercial best practices to

protect the confidentiality and integrity of District Data in its possession or control. Company will not use information through which any individuals may be personally identified to engage in targeted advertising to students. Company will use its commercially reasonable efforts to regularly back up District Data, Educational Content, and Student-Created Content.

(d) Data Restoration. In the event of any loss or corruption of any of District Data, Educational Content, or Student-Created Content that is stored on or processed by the Services, Company will use its commercially reasonable efforts to restore the lost or corrupted District Data, Educational Content, or Student-Created Content from the last backup maintained by Company. In the event of an unauthorized disclosure of Student Data, Company will provide notice to District, and District will provide any notices to affected parents, legal guardians, or eligible students in accordance with Applicable Law. DISTRICT ACKNOWLEDGES AND AGREES THAT, IF COMPANY HAS MADE COMMERCIALY REASONABLE EFFORTS TO REGULARLY BACK UP DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT, COMPANY'S EFFORTS TO RESTORE LOST OR CORRUPTED DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT PURSUANT TO THIS SECTION 7(D) WILL CONSTITUTE DISTRICT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY IN THE EVENT OF ANY LOSS OR CORRUPTION OF DISTRICT DATA, EDUCATIONAL CONTENT, OR STUDENT-CREATED CONTENT.

(e) Privacy. The Privacy Policy at www.altitudelearning.com/privacy-policy governs any personal information that District and Authorized Users provide to Company. Company may amend this Privacy Policy from time to time in its sole discretion.

(f) Authorized Use Policies. District acknowledges and agrees that Company does not monitor communications or data transmitted through the Services and that Company will not be responsible for the content of any such communications or transmissions. District will use the Services exclusively for authorized and legal purposes, consistent with all Applicable Law and the rights of others. District will keep confidential and not disclose to any third parties (and will ensure that Authorized Users keep confidential and not disclose to any third parties) any user names, passwords, authentication credentials, account numbers or account profiles. District is solely responsible for all activities that occur under the Authorized Users' accounts, whether or not the Authorized Users know about such activities, and District shall be solely responsible for all claims and liabilities resulting from Authorized Users' use of the Services.

8. Indemnification.

(a) Indemnification by Company. Company agrees to defend, indemnify and hold harmless District and its affiliates, successors, transferees and assignees from and against any damages, liabilities, costs, expenses and fees (including reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising or resulting from a claim by any third party that the Services, as provided by Company to District within the scope of this Agreement, infringe upon any copyright, patent, trademark, trade secret or other intellectual property right of the third party. Company will have no liability to indemnify or defend District to the extent that a claim of infringement arises from: (i) the combination, operation or use of the Services with equipment, devices, software or data (including without limitation District Data or Educational Content) not supplied by Company, if a claim would not have occurred but for such combination, operation or use; or (ii) unauthorized modifications or uses of the Services, if a claim would not have occurred but for such unauthorized modifications or uses.

(b) Indemnification by District. District agrees to defend, indemnify and hold harmless Company and its affiliates, successors, transferees, and assignees from and against any damages, liabilities, costs, expenses and fees (including, reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising out of or resulting from a claim by any third party: (i) based on a breach by District of any of its representation or warranties under, this Agreement; (ii) that information, materials or other content supplied or developed by District in connection with

the Services (including Educational Content) infringes upon any copyright, patent, trademark, trade secret, privacy rights or other intellectual property or proprietary rights of the third party; (iii) based on District's or an Authorized User's access to or use of the Services (other than a claim for which Company is responsible under Section 8(a)); (iv) the operation of District's business, including District's website; or (v) based on any of the conditions described in Sections 8(a)(i) or (ii).

(c) Procedure for Indemnification. The indemnified party will promptly notify the indemnifying party in writing of any claim, action, demand or lawsuit for which the indemnified party intends to claim indemnification hereunder (provided, however, that the failure to give such notice will not relieve the indemnifying party from its obligations hereunder, except to the extent that the indemnifying party is prejudiced by such delay). The indemnifying party has the right to take sole control of the defense and settlement of all actions that are indemnified against hereunder; provided, however, District will not have the right to settle or compromise any claim without the written consent of Company, which consent will not be unreasonably withheld or delayed. The indemnified party will reasonably cooperate with the indemnifying party and its legal representatives, at the indemnifying party's expense, in the investigation, defense and settlement of any action covered by this Section 8.

9. Limitation of Liability and Warranty Disclaimers. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF DISTRICT'S ACCESS TO AND USE OF THE SERVICES REMAINS WITH DISTRICT. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES EXCEED THE TOTAL FEES PAID BY DISTRICT IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF USE, REVENUE, INCOME, PROFITS, DATA, BUSINESS, GOODWILL OR OTHER ECONOMIC LOSS) OR FOR THE COSTS OF PROCURING REPLACEMENT SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND WHETHER OR NOT A PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. District assumes sole responsibility and liability for results obtained from the uses of the Services and for conclusions drawn from such uses. Company will have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company by District in connection with the Services or any actions taken by Company at District's direction. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

10. Confidential Information.

(a) Definition of Confidential Information. As used herein, "Confidential Information" means any technical or business information disclosed by one party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving

party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms of this Agreement are Confidential Information to the extent permitted by law and, as to such Confidential Information, each party will be deemed a receiving party thereof. Confidential Information will not include any information that: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it without breach of a confidentiality obligation owed to the disclosing party; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

(b) Confidentiality. Each party agrees, during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement: (i) to maintain the other party's Confidential Information in confidence using at least the same degree of care as it uses to protect the confidentiality of its own confidential information of similar importance, but no less than a reasonable degree of care; (ii) not to disclose such Confidential Information to any third parties, except as permitted by this Agreement, including, but not limited to, disclosure to any employees, agents or contractors who have a need to know such Confidential Information for the performance or enforcement of this Agreement and are bound by obligations substantially similar to those set forth herein; and (iii) not to use any such Confidential Information for any purpose except as necessary for the performance or enforcement of this Agreement, the exercise of any rights under this Agreement or as permitted by the Terms of Service applicable to the Services (as may be amended from time to time).

(c) Compelled Disclosure. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will promptly provide the disclosing party with notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest or limit the disclosure.

11. Miscellaneous.

(a) Relationship of the Parties. Company agrees to perform the Services solely as an independent contractor. No employer and employee relationship exists between Company and District, either under common law or any statute. Nothing in this Agreement will be construed to create any actual or apparent agency, association, partnership, joint venture, or franchiser-franchisee relationship.

(b) No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Nothing in this Agreement will be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

(c) Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

(d) Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety (including all PSAs, addenda and exhibits), without consent of District, to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) Entire Agreement; Amendment. This Agreement, including all PSAs, exhibits and addenda, constitutes the entire agreement and understanding between the parties regarding the subject matter thereto, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter

thereto. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any PSA, exhibit or addendum, the terms of such PSA, exhibit or addendum will prevail.

(f) Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach will not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(g) Subcontracting. Company may, at its option, subcontract the provision of the Services in part. As between Company and District, Company will remain responsible for any acts or omissions of its subcontractors.

(h) Publicity and Brand Guidelines. During the term of this Agreement, the parties will make reasonable efforts to work cooperatively to promote their relationship. Each party hereto hereby grants the other a limited, non-transferable right and license to use the other party's name, trade name, or trademark (its "Mark," and ALTSCHOOL the Company's Mark), in advertising and marketing material, including on the parties' respective websites and in press releases or other promotional material, for the purpose of informing customers, potential customers, and other members of the public that District has obtained Services from Company and is a member of Company's partner school network. Each of the parties shall use the other's Mark in plain text form only. If at any time District or Company provides the other party with additional guidelines or specifications ("Guidelines") for use of its mark, the party receiving the Guidelines shall comply with those Guidelines and shall promptly cease use of any materials that do not comply with the Guidelines. Upon termination of this Agreement, each party agrees to cease all use of the other's Mark and to cease the distribution of all materials bearing that Mark. Either party may, in its sole discretion, revoke such other party's right to use its Mark under this Section 11(h) without affecting the validity, legality, and enforceability of the remaining provisions of this Agreement.

(i) Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California without regard to any conflict of laws principles.

(j) Non-exclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(k) Mediation and Arbitration. (i) If a dispute between the parties arises from or relates to this Agreement or the breach thereof (a "Dispute"), and if the Dispute cannot be resolved through direct discussions between the parties, the parties agree to endeavor first to resolve the Dispute through a non-binding mediation hearing administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Each party will appoint a senior executive with the authority to resolve the Dispute to participate in such a mediation hearing and may be represented by counsel at the mediation hearing. The mediation hearing will be completed in not more than sixty (60) business days. The parties will each bear their respective costs incurred in connection with a mediation hearing, except that they will share equally the fees and expenses of the mediation service, including the fees of the mediator. (ii) The parties further agree that any Dispute that is unresolved by the foregoing mediation hearing will be finally settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (the "Rules") and the terms of this Agreement. The terms of this Agreement will control in the event of any inconsistency between such terms and the Rules. The arbitration will be conducted by a single arbitrator reasonably familiar with the technology and business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's notice of arbitration, then the AAA will appoint the arbitrator in accordance with the Rules. The award of the arbitrator will be in

writing setting forth findings of fact and conclusions of law. Judgment on the award rendered by the arbitrator will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing provisions, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute, controversy or claim related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights or Confidential Information.

(l) Force Majeure. Neither party will be responsible for any failure of or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, acts of God, fire, flood, storm, earthquakes or other natural catastrophe; explosions; embargoes; labor disputes; denial-of-service attacks; material shortages; terrorist actions; actions of governmental authorities; insurrection; strikes, riot, lockouts, or war; or inability to obtain access to any premises or facility required to provide the Services.

(m) Additional Definitions:

"*Anonymized/Aggregated Data*" means (i) data generated by anonymizing or aggregating District Data or Educational Content, such that all personal identifiers are removed, or (ii) anonymous learnings, statistics, logs and other data regarding use of the Services from which no individual user may be identified.

"*Applicable Law*" means all federal, state and local laws and regulations including, without limitation: privacy, data or information security, and educational laws and regulations.

"*Authorized User*" means an employee, contractor or student of District or a parent of a student of District who has been assigned unique authentication credentials to access and use the Services.

"*District Data*" means any and all data, information or other materials regarding the District provided by District or an Authorized User to Company or generated by or through the Services. District Data includes, without limitation, Student Data. District Data does not include Educational Content.

"*Platform*" means any software application that Company makes available for use in connection with the Services, as further described in the PSA.

"*Educational Content*" means any content provided by an educator or the District and uploaded through the Platform or otherwise transmitted to Company, including but not limited to lessons, educational units, curricula, and assessments.

"*Student-Created Content*" means any content generated by a student and uploaded through the Platform or otherwise transmitted to Company.

"*Student Data*" means student pupil record information provided by a school, the District, or a parent.