



TUTORING SERVICES AGREEMENT

This Tutoring Services Agreement is entered into as of June 1, 2024 (the "Effective Date") between Air Education Inc. d/b/a Air Reading, a Delaware corporation with a place of business at 220 Cupertino Way, San Mateo, California 94403 ("Air Reading"), and the educational organization identified below ("Customer"). The "Agreement" means this Tutoring Services Agreement and the related Quote.

1. Overview.

Air Reading provides a synchronous virtual tutoring program that makes high-quality early literacy instruction accessible to students anywhere. Air Reading provides online tutoring classes and also provides the Customer and its students access to its proprietary, cloud-hosted technology platform. This platform allows the Customer to track each Student's class engagement and instructional pathway and allows Students to receive assessments and targeted instructions based on their individual needs.

2. Access to the Platform; Support Services; Implementation Services.

(a) Access; Availability. Subject to the terms and conditions of the Agreement, and for the duration of the period set forth in the Quote, Air Reading hereby grants Customer a limited, non-exclusive, non-transferable right to, and to permit its Students to, access and use the Platform and Documentation, solely for Customer's internal business purposes. The Quote may identify a maximum number of Students per Session, and will identify the number of Sessions purchased. Customer will use the Platform and Documentation only in accordance with the Agreement.

(b) Account. Air Reading will create an account for Customer to allow Customer to access the Platform ("**Account**") and download, access, and review certain Air Reading Content. Customer will provide Air Reading with a list of names and email addresses of Customer employees ("**Admin Users**"), and Air Reading will provide reports via email during the Term to the Admin Users, with information regarding the engagement and the instructional pathway of each Student (each, a "**Report**").

(c) Sessions. Under the class plan described in the Quote, Students may take part in a scheduled series of Sessions using Air Reading's curriculum ("**Course Service**") facilitated by Air Reading's expert tutors ("**Tutors**"). All Sessions shall be recorded. Customer agrees and consents to the Sessions being recorded. Air Reading values Customer's and Students' privacy, and the video recordings are used only for Air Reading's limited internal purposes, to improve the Services and for the safety and security of the Services. By using the Services, Customer consents to Session recordings being held and used for the limited purposes set forth above and in accordance with Air Reading's Privacy Policy.

(d) Support Services. Air Reading will provide Customer, at no additional charge, with technical and informational support services for the Platform on the same basis as it provides such services to similarly situated customers ("**Support Services**").



(e) Implementation Services. Promptly following the Effective Date, Air Reading will provide implementation services to Customer to onboard Admin Users and Students to the Platform. In addition, Air Reading will assist Customer with incorporating the Air Reading application to the Customer's student-facing system (i.e. Classlink, Clever, Google Classroom).

(f) Changes to the Platform. Air Reading continually strives to improve its products and services and reserves the right to improve or modify the Platform in any manner and at any time, including during the Term, at Air Reading's sole discretion; provided however that such improvements and modifications will not materially reduce the functionality of the Platform.

(g) Compliance with Laws. Air Reading, in its provision of the Services, shall comply with all applicable laws.

(h) Insurance. Air Reading shall maintain in force adequate industry standard insurance, including commercial liability insurance and workers' compensation insurance. Upon Customer's request, Air Reading shall promptly provide certificates of insurance.

3. Security.

Air Reading will maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. These safeguards will include, but will not be limited to, industry standard measures for preventing access, use, modification or disclosure of Customer Data by Air Reading personnel except: (a) to provide the Services, (b) as compelled by law in accordance with Section 8 below, or (c) as Customer expressly permits in writing. Air Reading will process Student personal information in accordance with Air Reading's privacy policy (located at <https://airreading.com/privacy-policy>). Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and promptly notify Air Reading of any unauthorized access or use. Customer is responsible for its Admin Users' compliance with the Agreement.

4. Fees. Customer agrees to pay the fees to Air Reading as outlined in the Quote (the "Fees"). Air Reading will invoice Customer for the Fees in advance, and Customer agrees to pay all such invoices on the payment schedule listed on the Quote. Except as expressly provided in the Agreement, all payments are non-refundable and neither party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other party. The Fees are inclusive of taxes. Payments due to Air Reading under the Agreement must be made in U.S. dollars. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Air Reading may suspend the Services until all payments are made in full. Air Reading will give Customer at least 10 days prior notice before suspending the Services pursuant to this Section 4.

5. Term and Termination.

(a) Term. The initial term of the Agreement (the "Initial Term") begins on the Effective Date and expires one year from the Effective Date. The parties may renew by mutual written agreement or by entering into a new Quote that references this Agreement.

(b) Termination for Breach. Either party may terminate the Agreement and all Quotes upon notice if the other party materially breaches the Agreement, provided that: (a) such party gives 30 days' written notice to



the breaching party describing the manner in which the Agreement has been breached, and (b) the breach remains uncontested and uncured during such notice period. Notwithstanding the foregoing, Air Reading may suspend Customer's access to the Platform as described at Section 4.

(c) Effect of Termination. Upon any expiration or termination of the Agreement: (i) the limited licenses granted under the Agreement will terminate and (ii) each party will return or destroy all Confidential Information of the other party in its possession or control. In addition, Air Reading shall destroy all Customer Data within ninety (90) days of Customer's written request. Materials that are destroyed will be destroyed in a manner consistent with standard industry practices for data destruction, taking into consideration the nature of the data.

(d) Survival. Provisions of the Agreement that by their nature are intended to survive will continue to apply in accordance with their terms including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity obligations, limitations of liability and the general provisions of Section 13.

6. Intellectual Property and Licensing.

(a) Ownership and Reservation of Rights.

(i) Subject to the limited rights expressly granted under the Agreement, Air Reading and its licensors reserve and retain all of their right, title and interest in and to the Services, Air Reading Content, and De-Identified Data, including all of Air Reading's and its licensors' related intellectual property rights as well as all modifications and improvements thereto and derivative works therefrom. No rights are granted to Customer under the Agreement other than the limited licenses expressly set forth in the Agreement.

(ii) Subject to the limited rights expressly granted under the Agreement, Customer retains all right title and interest in and to the Customer Data, including all of Customer's related intellectual property rights as well as all modifications and improvements thereto and derivative works therefrom. No rights are granted to Air Reading under the Agreement other than the limited licenses expressly set forth in the Agreement.

(b) License to Access the Services. Air Reading grants Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable license during the Term to access the Platform for educational purposes only, in accordance with the Agreement.

(c) License to Customer Data. Customer grants Air Reading a non-transferable license during the Term to process the Customer Data solely for the purpose of providing the Services to Customer in accordance with the Agreement, and to derive De-Identified Data from Customer Data.

7. Customer Responsibilities.

(a) Consent. Customer must obtain consent from the parent or legal guardian of each Student to use the Services.

(b) Compliance with Laws. Customer, in its use of the Services, shall comply with all applicable laws.

(c) Restrictions. Customer shall not: (i) modify, create derivative works of or translate the Platform; (ii) sublicense the Platform to any third party; (iii) allow access to the Platform by any user other than Customer's



personnel, contractors and Students; (iv) use any of the Services provided by Air Reading for commercial purposes or any purposes other than provided in this Agreement; (v) interfere with or disrupt the Services including, but not limited to, knowingly transmitting any material that contains adware, malware spyware, or software viruses; (vi) reverse engineer, disassemble, decrypt, extract or otherwise reduce the software enabling the Platform to human-perceivable form (except to the extent the foregoing restriction is expressly prohibited by applicable law); (vii) infringe any of Air Reading's Intellectual Property Rights; or (viii) publish the results from any benchmark tests run on the Platform. Air Reading reserves the right to restrict, suspend or terminate an account or access to Services for breach of the foregoing restrictions or breach of applicable laws.

(d) Customer is responsible for providing the appropriate Internet access, equipment, software, and materials necessary for receiving the Services.

8. Confidential Information.

The party disclosing information under this Agreement is referred to as "**Discloser**," and the party receiving information as "**Recipient**". "**Confidential Information**" means information designated as such or that a reasonable person would assume is confidential, but does not include information that: (a) is now or subsequently becomes generally available without violation of this Agreement; (b) Recipient rightfully had in its possession prior to disclosure without an obligation of confidentiality; or (c) is independently developed by Recipient without the use of any Confidential Information. The Quote is the Confidential Information of Air Reading. Recipient must carefully restrict access to the Confidential Information to its employees, Sub-processors and professional advisors who clearly need such access to meet the obligations of this Agreement and who are bound in writing by obligations of confidentiality at least as restrictive as those in this Agreement. Except as provided in this Section, Recipient may not directly or indirectly disclose Confidential Information to any third party without Discloser's prior written consent. Recipient may disclose Confidential Information if required by law or legal proceeding only after providing Discloser with sufficient prior notice for Discloser to contest such requirement or to otherwise protect against its disclosure. Any improper disclosure or misappropriation of Confidential Information may cause Discloser irreparable harm, not compensable by monetary damages, and Discloser has the right hereunder to seek equitable relief in addition to any other available remedies.

9. Warranties; Disclaimers.

(a) Mutual Warranties. Each party represents and warrants to the other that it has the full right and power to enter into this Agreement, without any conflicts with any other agreement of the party.

(b) Air Reading Warranties. Air Reading represents and warrants to Customer that (i) the Platform will materially comply with the Documentation and (ii) each Tutor facilitating a Class has the requisite skill and experience to facilitate that Class. If Air Reading breaches a warranty in this subsection then, as Customer's sole and exclusive remedy, Air Reading shall use reasonable commercial efforts to correct the non-conformity or replace the non-conforming element of the Platform at Air Reading's sole expense.

(c) Disclaimers. AIR READING EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AIR READING MAKES NO OTHER WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CLASSES AND AIR READING CONTENT.



10. Indemnity.

(a) By Customer. Customer will defend Air Reading against any claim, proceeding, or suit ("Claim") (i) arising out of violation of Section 7(a) (Consent); or (ii) arising out of violation of Subsection 7(c) (Restrictions), and in each case, will indemnify and hold harmless Air Reading against any damages and costs awarded against Air Reading or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim.

(b) By Air Reading. Air Reading will defend Customer against any claim, proceeding, or suit ("Claim") (i) alleging that the Platform infringes, misappropriates or otherwise violates any third party's Intellectual Property Rights; or (ii) arising out of Air Reading's gross negligence or willful misconduct, and in each case, will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Air Reading (including reasonable attorneys' fees) resulting from such Claim.

(c) Procedure. The indemnified party will promptly notify the indemnifying party of the claim for which indemnity is being sought, and will reasonably cooperate with the indemnifying party in the defense and/or settlement thereof. The indemnifying party will have the sole right to conduct the defense of any claim for which the indemnifying party is responsible hereunder (provided that the indemnifying party may not settle any claim without the indemnified party's prior written approval, not to be unreasonably withheld). The indemnified party may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel or, if Customer refuses to fulfill its obligation of defense, the indemnified party may defend itself and seek reimbursement from the indemnifying party.

11. Limitation of Liability.

(a) Exclusions. EXCEPT FOR: (I) MISAPPROPRIATION OF INTELLECTUAL PROPERTY, (II) A PARTY'S INDEMNIFICATION OBLIGATIONS OR (III) FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AIR READING OR ITS SERVICE PROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) Dollar Cap. EXCEPT FOR: (I) MISAPPROPRIATION OF INTELLECTUAL PROPERTY, (II) A PARTY'S INDEMNIFICATION OBLIGATIONS OR (III) FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNTS CUSTOMER HAS PAID OR ARE PAYABLE TO AIR READING FOR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT THE PARTY IN QUESTION WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE APPLY TO THE EXTENT LEGALLY ENFORCEABLE, ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AIR READING AND



CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Key Definitions.

“Air Reading Content” means text, images, Air Reading trademarks, other Air Reading branding elements and other content which Air Reading makes generally commercially available to all of its customers through the Platform or during Sessions. Air Reading Content includes, for example, class handouts provided to Students and classroom teachers.

“Customer Data” means: (a) personal information that Customer provides to Air Reading or the Platform pursuant to this Agreement, (b) Student engagement reports and other data outputs from the Platform that are specific to Customer and its Students, and (c) Customer’s Confidential Information.

“De-Identified Data” means data derived from Customer Data that has been de-identified from Customer, Admin Users, and Students.

“Documentation” means the documentation for the Platform which Air Reading makes generally commercially available to its licensees.

“Student” means a student whom Customer has authorized to participate in Sessions. The required age or education level of each student also may be listed on the Quote.

“Quote” refers to a form issued by Air Reading containing the terms of payment and specifications of the Services provided under this Agreement, executed by both Customer and Air Reading. A Quote shall require that the Customer agree to be bound by the terms of the Agreement.

“Platform” means the Air Reading Software-as-a-SaaS Service or Platform-as-a-SaaS Service services subscriptions ordered by Customer under a Quote and made available online by Air Reading.

“Professional Services” means any professional services provided by Air Reading to Customer under this Agreement, such as Tutor performance quality assurance services.

“Services” means access to the Platform and the Professional Services and Support Services.

“Session” means each synchronous, online tutoring class, in small groups of up to four Students, subject to restrictions (if any) on the Quote.

13. General Terms.

(a) Publicity. Air Reading may reference Customer’s name and any Customer trademark and logo in listings of Air Reading’s customers; provided that Customer may require Air Reading to cease or modify any use of Customer’s name or logo that is misleading. In addition, upon Customer’s prior review and approval, Air Reading may reference Customer’s name and any Customer trademark and logo, as well as other information pertaining to the provision and results of the Services provided, in case studies and other Air Reading marketing materials.



(b) Notices. Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other written notices required by this Agreement will be given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified on the most recent Quote, "Attention: Legal Department" (or such other address as may be specified in writing in accordance with this Section). In addition, with respect to Air Reading, notice also must be sent by email to support@airreadingclass.com.

(c) Waiver of Rights. A party's failure to enforce any right or provision of the Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of that party. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

(d) Force Majeure. Neither party will be responsible for any failure or delay in the performance of its obligations under the Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(e) Subcontracting. Air Reading may use subcontractors, and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations hereunder as it deems appropriate; provided that the Air Reading remains responsible for the performance of each such Subcontractor.

(f) Export Regulation. The Platform, other technology Air Reading makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Students to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

(g) U.S. Government End Users. The Platform is "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the Platform or its documentation by or on behalf of the U.S. government is subject to restrictions as set forth in the Agreement

(h) Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in the Agreement shall be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.

(i) Severability; Assignment. If any provision of the Agreement is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect. Neither party may assign the Agreement without the other party's express written consent, except to the assigning party's successor by way of merger, acquisition, reorganization, or sale of stock or assets. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.



(j) Governing Law. The Agreement and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The exclusive jurisdiction for all dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services will be the state and federal courts located in the Northern District of California, and Customer and Air Reading each waive any objection to jurisdiction and venue in such courts.

(k) Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Air Reading and Customer regarding the Services, and the Agreement supersedes and replaces all prior oral or written understandings or agreements between Air Reading and Customer regarding the Services. The parties agree that any term or condition stated in Customer's purchase order is void. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties.

EXHIBIT A

Quote No. 25828 for AIMS Middle School College Prep

**Payment to**

Company Air Education Inc
Address 220 Cupertino Way
San Mateo, CA 94403
Phone (469) 288 - 5290
Email support@airreadingclass.com

Quote No. 25828**

Account	AIMS Middle School College Prep	Contact	Marisol Magana
Address	171 12th St Oakland, CA 94607	Email	marisol.magana@aimsk12.org

Services	Quantity	Price	Fees
<u>Air Reading</u> High-Impact Small-group Reading Instruction	4,000 student sessions with up to 3 students/group (e.g. 100 students for 40 sessions per student)	\$25 per student per session	\$100,000.00
<u>Curriculum Fee</u>	100 students	\$25 per student	\$2,500.00 (waived)
<u>Platform Fee</u>	100 students	\$10 per student	\$1,000.00 (waived)
<u>Implementation Fee</u>	<300 students	\$2000 one-time	\$2,000.00 (waived)
<u>Headphones (mic. noise cancellation)</u>	120	\$15 per headphone	\$1800.00

Subtotal	\$107,300
Waived	\$5,500
TOTAL FEES	\$101,800

Account Activation Date: _____ 6/1/2024

Account and Services Ending Date: _____ 6/30/2025

Total Fee Due and Payable Date: _____ 6/24/2024

EXHIBIT B

Quote No. 25829 for AIPCS II



Payment to

Company Air Education Inc
 Address 220 Cupertino Way
 San Mateo, CA 94403
 Phone (469) 288 - 5290
 Email support@airreadingclass.com

Quote No. 25829**

Account	AIPCS II	Contact	Marisol Magana
Address	171 12th St Oakland, CA 94607	Email	marisol.magana@aimsk12.org

Services	Quantity	Price	Fees
<u>Air Reading</u> High-Impact Small-group Reading Instruction	28,800 student sessions with up to 3 students/group (e.g. 240 students for 120 sessions per student)	\$25 per student per session	\$720,000.00
<u>Curriculum Fee</u>	240 students	\$25 per student	\$6,000.00 (waived)
<u>Platform Fee</u>	240 students	\$10 per student	\$2,400.00 (waived)
<u>Implementation Fee</u>	<300 students	\$2000 one-time	\$2,000.00 (waived)
<u>Headphones (mic. noise cancellation)</u>	280	\$15 per headphone	\$4,200.00

Subtotal	\$734,600
Waived	\$10,400
TOTAL FEES	\$724,200

Account Activation Date: _____ 6/1/2024
Account and Services Ending Date: _____ 6/30/2025
Total Fee Due and Payable Date: _____ 6/24/2024

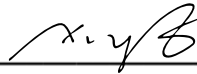


AGREED:

Air Education Inc. D/B/A Air Reading.

Title: _____ CEO _____

Name: _____ Xing Zhang _____

Signature: _____  _____

Date: _____ 6/17/2024 _____

Customer: AIMS K-12 College Prep Charter District

Title: _____ Director of Schools _____

Name: _____ Natalie.Glass _____

Signature:   _____

Date: _____ 6/17/2024 _____