Exhibit 1006.1

schoolai

Order Form

This SchoolAI Order Form (**"Order Form"**) is entered into between SchoolAI Inc., a Delaware corporation with offices at 1441 W Innovation Way, Suite 150, Lehi, UT 84043, and the subscriber identified below (**"Subscriber"**). This Order Form is effective as of the date of last signature below (**"Effective Date"**) and is subject to the SchoolAI Subscription Agreement attached as Exhibit A (**"Agreement"**). In the event of any conflict between this Order Form and the Agreement, this Order Form will control. All capitalized terms not defined in this Order Form have the meanings given in the Agreement.

Subscriber Information:

Name:	Linn-Mar Community School District
Address:	3556 Winslow Road
	Marion, IA, 52302

Subscription Date: 2026-01-01 - 2026-06-30

The Subscription Term will automatically renew for additional 12-month terms unless terminated in accordance with the Agreement.

SchoolAI Classroom Pro Prorate July 1

Quantity 7700

Price $4.50 per year

Total $34,650.00 per year

6 Month Prorated Deal

Quantity 1

Price $0.00

Discount $17,325.00

Total -$17,325.00

Custom Virtual PD

Quantity 2

Price $500.00

Discount 100 %

Total $0.00

Section total	$17,325.00
Total	**$17,325.00**

My organization is tax exempt ☑

Product Description:

SchoolAI is an AI-powered educational platform offering three main functional components:

Spaces
- Customizable AI chatbots for student learning experiences
- Interactive conversations with historical figures and subject tutors
- Real-time monitoring of student interactions
- Speech-to-text and text-to-speech capabilities
- Support for over 140 languages

Teacher Tools
- Automated document generation for:
- Lesson plans
- Quizzes
- Worksheets
- IEP goals
- Syllabi
- Built-in text editor for customizing generated content
- Student progress tracking and analytics

Assistants
- Co-teacher for lesson planning and classroom management
- Field trip planner for organizing educational outings
- Common Core expert for standards alignment
- Essay grading assistant with rubric-based feedback
- Monitoring Features
- Real-time student activity tracking
- Conversation monitoring and control
- Ability to pause or end student sessions
- Data trends and behavior flags

Access
- Web-based platform requiring no special software
- No student accounts needed for basic access
- FERPA-compliant privacy controls

Payment Terms:

The Subscription Fee, Integration Services Fee, and Training Fee are due and payable upon the Effective Date or, if applicable, the end of the Trial Period (the "**Initial Payment Date**"). If the Subscription Term is renewed for additional 12-month terms, the Subscription Fee will be invoiced on the anniversary of the Initial Payment Date and payable in accordance with the Agreement.

General Terms:

By signing below, the Parties accept and agree to be bound by the terms and conditions of this Order Form and the Agreement:

"SchoolAI"	"Subscriber"
SchoolAI, Inc.	Linn-Mar Community School District
By:	By:

Name:
    Steve Wennerholm
	Name:
	    Katie Lowe Lancaster

Title:
    VP of Finance
	Title:
	    Board President

Date:	Date:

SchoolAI Content Subscription Agreement

This SchoolAI Platform Agreement ("**Agreement**") is entered into as of the Effective Date between SchoolAI Inc. ("**SchoolAI**") and the subscriber identified on the Order Form ("**Subscriber**"). SchoolAI and Subscriber are each a "**Party**" and together the "**Parties**." Capitalized terms not defined in context have the meaning given in Section 1 below.

1.   Definitions

1.1.   "**AI Features**" means any features and/or functionality of the Product powered by artificial intelligence (including machine learning).

1.2.   "**Administrators**" means Subscriber's current administrators, staff, and employees, including temporary staff.

1.3.   "**Authorized Users**" means any Students and Administrators which are permitted by Subscriber to use the Product.

1.4.   "**Beta Services**" means services or features identified as "alpha," "beta," or "evaluation," or words or phrases with similar meanings.

1.5.   "**Content Delivery Platform**" means the designated technology platform through which Subscriber and its Authorized Users will access the Product.

1.6.   "**Documentation**" means any documentation or information provided or made available by SchoolAI to Subscriber under this Agreement concerning the Product.

1.7.   "**Effective Date**" has the meaning given in the applicable Order Form.

1.8.   "**Mobile App**" means the SchoolAI mobile application released by SchoolAI for use with the Product.

1.9.   "**Order Form**" means the ordering document between SchoolAI and Subscriber from which this Agreement is referenced or attached.

1.10.   "**Product**" means the AI-powered educational Product described in the Order Form.

1.11.   "**SchoolAI Technology**" means, individually or collectively, the Product, the Documentation, and any other software, technology, or data provided by SchoolAI to Subscriber, including any Updates to these items.

1.12.   "**Students**" means any of Subscriber's currently enrolled students.

1.13.   "**Subscriber Data**" means text, communications, or other data uploaded to or transmitted through the Product by its Authorized Users.

1.14. "**Subscription Term**" means the period specified in the applicable Order Form during which Subscriber's Authorized Users will be entitled to use the Product.

1.15. "**Third-Party Technology**" means any software, source code, object code, models, processes, methods, algorithms, inventions, APIs, SDKs, or other technology which is not owned by SchoolAI.

1.16. "**Updates**" means periodic enhancements, updates, new features, new functionalities, or other improvements or changes to the Product or any other SchoolAI Technology.

1.17. "**Usage Data**" means information, data, learning, and other metrics regarding Subscriber's and Authorized Users' use of the Product, but excluding Subscriber Data.

2. Grant of Rights and Licenses; Restrictions

2.1. <u>Right to Use Product</u>. SchoolAI hereby grants to Subscriber, exercisable by and through its Authorized Users, a non-exclusive, non-sub-licensable, non-transferable, royalty-free right during the applicable Subscription Term to use and access the Product. Use of the Product is subject to any additional restrictions in the Order Form, including limits on number of Authorized Users or sites.

2.2. <u>License to Mobile App</u>. SchoolAI hereby grants to Subscriber, exercisable by and through its Authorized Users, a non-exclusive, non-sublicensable, non-transferable, royalty-free right and license during the applicable Subscription Term to download, install and run the Mobile App on its Authorized Users' mobile devices solely for purposes of interfacing with and using the Product. Any limits on the number of Authorized Users will also limit the number of Authorized Users enabled to access the Product through the Mobile App.

2.3. <u>License to Documentation</u>. SchoolAI hereby grants to Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free license to use, copy, and reproduce Documentation as reasonably necessary to support Subscriber's and its Authorized Users' use of the Products.

2.4. <u>Restrictions</u>. Other than as expressly authorized in this Agreement, the rights and licenses granted to Subscriber in this Section 2 do not include any right to, and Subscriber will not, and will not permit anyone to, do any of the following: (a) modify, translate, or create a derivative work of any portion of the SchoolAI Technology; (b) sell, lease, loan, provide, distribute or otherwise transfer any portion of the SchoolAI Technology to any third-party; (c) reverse engineer, disassemble, or otherwise attempt to gain access to the source code of SchoolAI Technology; (d) display or disclose any portion of the Products to any person except to Authorized Users; (e) remove, alter, or cover any copyright notices or other proprietary rights notices placed on or in any part of the Product; or (f) permit or cause any third-party to do any of the foregoing.

2.5. <u>Order Forms</u>. Notwithstanding anything to the contrary, Subscriber's and its Authorized Users' rights to use SchoolAI Technology, as granted under this Section 2, are contingent on an active Order Form between the Parties with pricing and other terms applicable to Subscriber's use of the SchoolAI Technology.

2.6. <u>Responsibility for Authorized Users; Access Credentials</u>. Subscriber will be responsible for ensuring that its Authorized Users' use of the Product is in compliance with the terms of this

Agreement. Subscriber and its Authorized Users will be solely responsible for securing and keeping confidential any login credentials for the Product ("**Access Credentials**") and will immediately notify SchoolAI of any unauthorized use or disclosure of Access Credentials. SchoolAI reserves the right to terminate access of any Authorized User whose actions or omissions are in breach of this Agreement or otherwise jeopardize the security or integrity of the Product.

2.7. Third Party Integrations. The Product may interface with certain third-party platforms ("**Third-Party Platforms**"), including, without limitation, third-party learning management systems. Integrations with specific Third-Party Platforms to be completed as part of the Integration Services (defined below) will be set out in the Order Form. Any use of Third-Party Platforms by Subscriber will be subject to the applicable terms of use of those Third-Party Platforms. Subscriber is solely responsible for paying all fees to maintain its account with Third-Party Platforms. In no event will SchoolAI be responsible for any failure to maintain a current account with a Third-Party Platform or any outage, unavailability, error, or fault with a Third-Party Platform. By choosing to integrate with Third-Party Platforms, Subscriber represents and warrants to SchoolAI that it has all necessary rights and authority to do so.

2.8. Feedback. If Subscriber provides any feedback, suggestions, or comments ("**Feedback**") to SchoolAI concerning the functionality and performance of any portion of the Product (including identifying potential errors and improvements), SchoolAI will be free to use that Feedback for any purpose without payment or restriction.

2.9. Changes to the Product. SchoolAI may modify the Product from time to time through periodic Updates. SchoolAI reserves the right to charge additional fees for Updates that add material new modules, features, or functionality (provided that Subscriber is not obligated to purchase those features unless agreed in an Order Form or otherwise in writing through the Product as an in-app purchase).

2.10. All Rights Reserved. All rights and license not expressly granted by SchoolAI under this Agreement are reserved.

3. **Integration Services, Training, Maintenance, and Support**

3.1. Integration Services. Subject to timely payment of all applicable fees, SchoolAI will provide the integration services purchased in the Order Form (the "**Integration Services**"). Subscriber will cooperate with SchoolAI in performing the Integration Services, including by making available information, personnel, and networks as necessary for SchoolAI to accomplish the Integration Services.

3.2. Training. Subject to the timely payment of all applicable fees, SchoolAI will provide the training purchased in the Order Form ("**Training**"). Unless otherwise stated in the Order Form, Training will be provided remotely to Administrators using a "train-the-trainer" approach.

3.3. Maintenance and Support. SchoolAI will provide Subscriber with commercially reasonable technical support for the Product during the Term. Support inquiries should be directed to partners@schoolai.com. Notwithstanding the foregoing, Subscriber will be responsible for handling all support inquiries received from Students, and Subscriber will in no event direct Students to SchoolAI for support inquiries. Additionally, SchoolAI does not guarantee that any support will resolve Subscriber's problems. Programming and technical advice regarding programs that Subscriber creates through the

Product are outside of the scope of SchoolAI support. Additional support services may be available and may be purchased by Subscriber through an Order Form.

3.4. <u>Service Level Agreement</u>. SchoolAI will provide the Products in accordance with the service levels in Appendix 1 ("**Service Level Agreement**").

4. Intellectual Property and Data

4.1. <u>SchoolAI Technology</u>. SchoolAI owns, and will retain ownership of, all right, title, and interest, including intellectual property rights, in and to the SchoolAI Technology. Except for the limited licenses and rights granted in Section 2, nothing herein grants to Subscriber, or should be construed to grant to Subscriber, any right, title, or interest in or to the SchoolAI Technology.

4.2. <u>Subscriber Data</u>. As between SchoolAI and Subscriber, Subscriber will be the exclusive owner of all Subscriber Data. Subscriber shall comply with all applicable legal requirements, including obtaining prior consent if necessary, when transferring or otherwise making available Subscriber Data to SchoolAI. Subscriber is responsible for ensuring that it has, and will continue to have, the right to transfer, or provide access to, the Subscriber Data to SchoolAI to perform its obligations under this Agreement.

4.3. <u>SchoolAI Data Usage.</u>

4.3.1. <u>Use of Subscriber Data</u>. Subject to the terms of this Agreement, SchoolAI will access and use Subscriber Data solely for purposes of providing the Product, performing Integration Services, delivering maintenance and support, and otherwise performing its obligations under this Agreement. SchoolAI's permitted use of Subscriber Data under this Section 4.3 includes the right for SchoolAI to share Subscriber Data with its cloud service provider and with its Content Delivery Platform provider, and other agents and subcontractors of SchoolAI, solely for purposes of providing the Product and Integration Services. SchoolAI shall not sell, share, or otherwise disclose Subscriber Data with other third parties without the consent of Subscriber, unless such data is de-identified pursuant to applicable law.

4.3.2. <u>Use of Usage Data</u>. SchoolAI may collect Usage Data and use it to operate, improve and support the Product and for other lawful business purposes, including benchmarking and reports. Upon Subscriber's request, SchoolAI may share certain Usage Data with Subscriber to provide relevant usage and performance reporting. SchoolAI shall not sell, share, or otherwise disclose Usage Data with other third-parties unless such data is de-identified pursuant to applicable law.

4.4. <u>Data Protection</u>. For so long as SchoolAI is in possession or control of any Subscriber Data, SchoolAI will implement and maintain commercially reasonable and industry standard administrative, physical, and technical measures designed to protect Subscriber Data from any unauthorized access or use. SchoolAI shall train and require all employees of any kind to comply with all data protection measures with respect to the Subscriber Data and Usage Data shared under this Agreement and as required by applicable law.

4.5. <u>Data Export</u>. Subscriber is solely responsible for exporting Subscriber Data from the Product upon termination of this Agreement. For the 30-day period immediately following any termination or expiration of this Agreement (the "**Transition Period**") Subscriber will be permitted to

export its Subscriber Data from the Products and SchoolAI will provide Subscriber commercially reasonable assistance in performing this export. For the avoidance of doubt, SchoolAI will have no liability for deleting any Subscriber Data after the Transition Period.

5. Payment and Invoicing

5.1. <u>Payments</u>. Subscriber's use of the Product is subject to the subscription fees set forth in the Order Form, as well as any additional service fees and expenses set forth in the Order Form (collectively, the "**Fees**"). All amounts payable under this Agreement are denominated in United States dollars, will be paid in United States dollars, and are non-refundable.

5.2. <u>Late Fees and Setoffs</u>. Unless otherwise specified in the Order Form, Subscriber will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by SchoolAI to collect any amount that is not paid when due.

5.3. <u>Taxes</u>. Other than net income taxes imposed on SchoolAI, Subscriber will bear all taxes, duties, and other governmental charges resulting from this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by SchoolAI after all of those taxes are paid are equal to the amounts that SchoolAI would have been entitled to in accordance with this Agreement as if the taxes did not exist.

5.4. **In-App Purchases**. The Product may allow certain Authorized Users to purchase add-on offerings (e.g. templates, workbooks) ("**In-App Purchases**"). Charges for these In-App Purchases will be billed on the next month's invoice as part of the Fees.

5.5. **Refunds**. Except as otherwise expressly provided for in this Agreement, all Fees, once paid, are non-refundable, and there are no refunds or credits for any partially used period.

6. Term and Termination

6.1. <u>Subscription Terms</u>. Each Subscription Term will last for an initial 12-month period unless the Order Form states otherwise. Each Subscription Term will renew for successive 12-month periods unless: (a) the Parties agree on a different renewal period in the Order Form; or (b) either Party notifies the other of non-renewal at least 30 days prior to the end of the current Subscription Term.

6.2. <u>Term</u>. This Agreement commences on the Effective Date and continues until the expiration of all Subscription Terms, unless terminated earlier in accordance with the terms of this Agreement (the "**Term**").

6.3. <u>Termination</u>. Either Party may terminate this Agreement if the other Party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after written notice of that breach; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, creditors' arrangement, or comparable proceeding that is not dismissed within 60 days.

6.4.	Effect of Termination. Upon expiration or termination of this Agreement, the Parties agree that: (a) all Order Forms will immediately terminate; (b) Subscriber's and its Authorized Users' rights to the Product, Documentation, and other SchoolAI Technology will immediately terminate; and (c) each Party will return to the other Party (or upon the other Party's request, destroy) all Confidential Information of the other Party in its possession or control, except de-identified information.

6.5.	Survival. The following Sections will survive any termination or expiration of this Agreement: 2.4, 2.7, 2.10, 4.1, 4.2, 4.3.2, 6.4, 6.5, 7.3, 8.5, 9, 10, 11, and 12.

## 7.	AI Features

7.1.	General. Subscriber may submit Subscriber Data and other information (including in the form of prompts or queries) ("**Input**") to the Product's AI Features and receive output from the AI Features ("**Output**").

7.2.	AI Providers; Rights to Input and Output. SchoolAI may leverage third-party artificial intelligence systems, such as OpenAI, in providing the AI Features (those entities, "**Providers**"). SchoolAI may use, analyze, and process Input or Output for purposes of providing the AI Features and fine tuning its models, provided however, that SchoolAI does not store, encode or otherwise incorporate any Subscriber Data or any personally identifiable data into its models and any such fine tuning is based on aggregated, de-identified data only. SchoolAI will not share Subscriber's Input or Output with any third-party except to Providers and other vendors as necessary to provide the AI Features, however, Providers are not permitted to use Subscriber's Input or Output for purposes of improving or generating their own commercial models nor are they permitted to share, sell, or otherwise distribute Subscriber's Input or Output with third-parties other than in connection with providing the AI Features to Subscriber.

7.3.	Disclaimers Regarding AI. Due to the nature of the AI Features, SchoolAI does not represent or warrant that: (a) any Output does not incorporate or reflect third-party content or materials; or (b) any Output will not infringe third-party intellectual property rights. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by SchoolAI. Subscriber should independently review and verify all Outputs as to appropriateness for any or all use cases or applications. Subscriber is solely responsible for any Output and its reliance on or use of Output. The warranty disclaimers and limitations of damages in this Agreement apply to the AI Features. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SCHOOLAI WILL HAVE NO LIABILITY TO SUBSCRIBER OR ANY THIRD-PARTY FOR DECISIONS MADE BASED ON THE OUTPUT OR OTHERWISE FROM SUBSCRIBER'S OR ANY THIRD-PARTY'S RELIANCE ON THE OUTPUT.

## 8.	Warranties and Disclaimer

8.1.	Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against that Party in accordance with its terms; and (b) no authorization or approval from any third-party is required in connection with that Party's execution, delivery, or performance of this Agreement.

8.2.	SchoolAI Warranties. SchoolAI represents and warrants that:

8.2.1.   the Product will be materially as described in the Documentation and SchoolAI will not materially decrease the overall functionality of the Product during a Subscription Term (the "**Performance Warranty**"); and

8.2.2.   all Integration Services will be provided in a professional and workmanlike manner ("**Services Warranty**").

8.3.   Remedies for SchoolAI Warranties. SchoolAI will use reasonable efforts to correct a verified breach of the Performance Warranty or Services Warranty reported by Subscriber. If SchoolAI fails to do so within 60 days after Subscriber's warranty report, then either Party may terminate the Order Form as relates to the non-conforming Product or Integration Service, in which case SchoolAI will refund to Subscriber any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Integration Services (for the Services Warranty). To receive these remedies, Subscriber must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Product or 30 days after performance of the relevant Integration Services. The procedures in this Section 8.3 are Subscriber's exclusive remedies and SchoolAI's sole liability for breach of the Performance Warranty or Services Warranty.

8.4.   Subscriber Additional Warranties. Subscriber represents and warrants to SchoolAI that: (a) it will use the Product in compliance with all applicable laws; (b) it has all necessary rights, consents, and authorizations to provide the Subscriber Data to SchoolAI, including, without limitation, any necessary consents from or on behalf of students as required under applicable law; and (c) any Subscriber Data or other content uploaded by Subscriber or its Authorized Users to the Services does not infringe the intellectual property rights of any third-party.

8.5.   **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, SCHOOLAI MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCHOOLAI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY. SCHOOLAI DOES NOT WARRANT THAT USE OF THE SERVICES OR PROFESSIONAL SERVICES WILL ACHIEVE ANY PARTICULAR RESULT OR OUTCOME FOR SUBSCRIBER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SCHOOLAI DOES NOT WARRANT THAT THE SERVICES OR PROFESSIONAL SERVICES WILL BE ERROR-FREE OR THAT THE OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. THE WARRANTIES IN THIS SECTION 7 DO NOT APPLY TO ANY THIRD-PARTY TECHNOLOGY.

8.6.   **Beta Services.** Subscriber may choose to use Beta Services in its sole discretion. Notwithstanding anything to the contrary in this Agreement or otherwise: (a) Beta Services may not be supported and may be changed or terminated at any time without notice; (b) Beta Services may not be as reliable or available as the Product; (c) Beta Services have not been subjected to the same security requirements, measures, and auditing as the Product; (d) Beta Services constitute SchoolAI's Confidential Information; and (e) BETA SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, INDEMNITY OR SUPPORT AND SCHOOLAI'S LIABILITY FOR BETA SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (U.S. $100).

9.   Indemnification

9.1.   Indemnification by SchoolAI. SchoolAI will defend Subscriber from and against any third-party claim alleging that the Product, when used by Subscriber and its Authorized Users as permitted under this Agreement and the applicable Order Form, infringes or misappropriates a third-party's U.S. patents or copyrights (each, an "**Infringement Claim**"), and will indemnify and hold harmless Subscriber against any damages and costs awarded against Subscriber (including reasonable attorneys' fees) or agreed in a settlement by SchoolAI resulting from the Infringement Claim.

9.2.   Indemnification by Subscriber. Subscriber will defend SchoolAI from and against any third-party claim resulting from: (a) a breach of any material provision of this Agreement; (b) violation of any applicable law in connection with its use of the Product; or (c) any failure to obtain the necessary consents, authorizations, or legal rights when collecting Subscriber Data or sending Subscriber Data to SchoolAI, and will indemnify and hold harmless SchoolAI against any damages and costs awarded against SchoolAI (including reasonable attorneys' fees) or agreed in a settlement by Subscriber resulting from these claim.

9.3.   Procedures. For purposes of this Agreement, "**Indemnified Party**" means a Party entitled to indemnification under this Section 9 and "**Indemnifying Party**" means a Party obligated to provide indemnification under this Section 9. The Indemnifying Party's obligations under this Section 9 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the Indemnified Party (at the Indemnifying Party's cost and expense). The Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent if that settlement imposes any non-monetary obligation on the Indemnified Party. The Indemnified Party may participate in a claim with its own counsel at its own expense.

9.4.   Mitigation. In response to any actual or reasonably suspected Infringement Claim, SchoolAI may at its option: (a) procure rights for Subscriber's continued use of the Products, as applicable; (b) replace or modify the allegedly infringing portion or the Products to make it non-infringing; or (c) if the foregoing options are not commercially practicable, terminate the affected Order Form and refund any applicable pre-paid, but unused fees.

9.5.   Exceptions. Notwithstanding anything to the contrary, SchoolAI's obligations in this Section 9 do not apply: (a) to infringement or misappropriation resulting from Subscriber's modification of the Products or use of the Products with any technology not provided by SchoolAI; (b) to unauthorized use of the Products; (c) to any Subscriber Data; (d) to any infringement or misappropriation relating to Third-Party Technology; or (e) if Subscriber settles or makes any admissions about a claim without SchoolAI's prior written consent.

9.6.   Exclusive Remedy. This Section 9 sets out Subscriber's exclusive remedy and SchoolAI's entire liability regarding infringement or misappropriation of third-party intellectual property rights by the SchoolAI Technology.

10.   Confidentiality

10.1.   Confidential Information. "**Confidential Information**" means any information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, and equipment), that is designated by the Disclosing Party as confidential or proprietary, that

reasonably appears to be confidential due to the nature of the information or circumstances of disclosure, or that is customarily considered confidential between business parties. "Confidential Information" may also include information disclosed to the Disclosing Party by third-parties. For clarity, Subscriber Data is the Confidential Information of Subscriber and Usage Data is the Confidential Information of SchoolAI.

10.2. <u>Exclusions</u>. The confidentiality and non-use obligations under this Section 10 will not apply to any information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (c) is already in the possession of the Receiving Party, without restriction, at the time of disclosure by the Disclosing Party; (d) is obtained by the Receiving Party from a third-party without a breach of the third-party's obligations of confidentiality; or (e) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

10.3. <u>Non-Use and Non-Disclosure</u>. Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose except to exercise its rights and perform its obligations under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third-parties or to Receiving Party's employees, except to those employees of the Receiving Party (and, in the case that Subscriber is the Receiving Party, its Authorized Users) with a need to know. Receiving Party will not reverse engineer, disassemble, or decompile any prototype, software or other tangible objects which embody the Disclosing Party's Confidential Information. Receiving Party may disclose the Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

10.4. <u>Maintenance of Confidentiality</u>. Receiving Party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, Receiving Party will take at least those measures that it takes to protect its own similar Confidential Information (but in no event less than a reasonable degree of care) and will ensure that its employees who have access to Confidential Information of Disclosing Party have signed a non-use and non-disclosure agreement in content similar to the provisions of this Section 10 prior to any disclosure of Disclosing Party's Confidential Information to those employees.

10.5. <u>Return of Materials</u>. Upon the termination of this Agreement, Receiving Party will deliver to the Disclosing Party or, at the Disclosing Party's election, destroy all of the Disclosing Party's Confidential Information that it may have in its possession or control.

10.6. <u>Remedies</u>. Each Party acknowledges that any violation or threatened violation of this Section 10 may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

11. Limitations of Liability

11.1. <u>Disclaimer of Consequential Damages</u>. EXCEPT IN CONNECTION WITH: (A) SUBSCRIBER'S PAYMENT OBLIGATIONS; (B) EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY), EXCEPT FOR BREACHES RELATED TO SUBSCRIBER DATA; (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION); OR (E) LIABILITIES THAT CANNOT BE LIMITED BY LAW (COLLECTIVELY,

THE "**EXCLUDED CLAIMS**"), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, OR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

11.2.   Monetary Cap on Direct Damages. EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS) WILL NOT EXCEED IN AGGREGATE THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO SCHOOLAI PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT.

11.3.   Independent Allocations of Risk. EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SCHOOLAI TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION 11.3 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

12.   Miscellaneous

12.1.   Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement should be construed to give either Party the power to: (a) act as an agent; or (b) direct or control the day-to-day activities of the other.

12.2.   Non-Assignability. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, change of control, or sale of all or substantially all of that Party's assets or equity. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

12.3.   Governing Law; Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule. Any disputes arising from or related to this Agreement will be instituted exclusively in the state and federal courts located in Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of those courts in any applicable suit, action, or proceeding.

12.4.   Notices. Any notice required or permitted to be given under this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth in the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 12.4. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

12.5. Subcontractors. SchoolAI is permitted to use subcontractors to perform any part of its obligations under this Agreement, but SchoolAI remains responsible for any action or inaction by those subcontractors that, if it were attributable to SchoolAI, would be a breach of this Agreement.

12.6. Force Majeure. Performance of either Party (except for Subscriber's inability to pay applicable fees) will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

12.7. Export Compliance. Subscriber will comply with all relevant U.S. and foreign export and import laws in using the Products and other materials received from SchoolAI in connection with this Agreement. Subscriber: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in a country that is subject to a U.S. government embargo; (b) agrees not to access or use the Products in violation of any U.S. export embargo, prohibition, or restriction, and (c) will not submit any Subscriber Data or other information to SchoolAI or the Products that is controlled under the U.S. International Traffic in Arms Regulations.

12.8. Government Rights. To the extent applicable, the Product is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Product is governed solely by the terms of this Agreement, and all other use is prohibited.

12.9. Waiver and Severability. The waiver by either Party of any breach of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of that Party's right to demand strict compliance in the future. If any part of this Agreement is unenforceable, the remaining portions of the Agreement will remain in full force and effect.

12.10. Entire Agreement. This Agreement, including any of its exhibits, together with the Order Form, is the final and complete expression of all agreements between these Parties and supersedes all previous oral and written agreements regarding these matters. This Agreement may only be changed by a written amendment signed by both Parties.

Appendix 1 to Platform Agreement

Service Level Agreement

SchoolAI will make available the Product in accordance with the performance standards in this Appendix 1. All capitalized terms not defined in this Appendix 1, will have the meanings that are defined in the Agreement.

1. **Availability and Credits.**

    a.   SchoolAI will use reasonable efforts to provide the Product so that, other than as permitted in Section 1.b of this Appendix 1, the Products will be accessible 99.0% of the time in any given calendar month (the "**Uptime Guarantee**").

    b.   Any outages caused by or attributable to the following reasons will not count against the Uptime Guarantee: (a) scheduled maintenance performed by SchoolAI occurring during the hours of 10pm and 8am Eastern Time where written notice has been provided to Subscriber at least 3 calendar days in advance; (b) internet outages, disruptions to broadband infrastructure, utility failures, or other technical failures outside of SchoolAI's reasonable control; or (c) any failure of systems, networks, or equipment owned or controlled by Subscriber (collectively, "**Permitted Downtime**").

    c.   As Subscriber's exclusive remedy, and SchoolAI's sole liability, for SchoolAI failing to meet the Uptime Guarantee in any given month (where any Permitted Downtime does not count against the total availability for the Uptime Guarantee calculation), Subscriber may request and SchoolAI will then issue a service level credit calculated in increments of 5% of the Subscription Fee attributable to the month in which the failure occurred (i.e. 1/12th of the annual Subscription Fee) for each 1% the actual uptime was below the Uptime Guarantee ("**Service Credit**"). Notwithstanding anything to the contrary, any Service Credit issued will not exceed 10% of the Subscription Fee attributable to that month.

    d.   In order to receive a Service Credit, Subscriber must claim any Service Credit within 5 days of the end of month in which the outage occurred.