



MASTER SERVICES AGREEMENT

Last Updated: January 30, 2026

BY PLACING AN ORDER FOR OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS MASTER SERVICES AGREEMENT (THE “**AGREEMENT**”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND YOUR EDUCATIONAL INSTITUTION IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

This Agreement is by and between the school, school district or other educational institution identified on the Order Form (“**Educational Institution**”), and Magic School, Inc., 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA (“**MagicSchool**”), and is effective as of the date of last signature on the Order Form (the “**Effective Date**”). Educational Institution and MagicSchool are each referred to herein as a “**Party**” and collectively the “**Parties**.”

From time to time, MagicSchool may modify this Agreement. Unless otherwise specified by MagicSchool, changes become effective for Educational Institution upon renewal of the then-current Initial Term or Renewal Term after the updated version of this Agreement goes into effect. MagicSchool will use reasonable efforts to notify Educational Institution of the changes through communications via the Platform or the email address last provided by Educational Institution to MagicSchool. Educational Institution may be required to click to accept or otherwise agree to the modified Agreement before renewing an Initial Term or Renewal Term, and in any event continued use of the Platform after the updated version of this Agreement goes into effect will constitute Educational Institution’s acceptance of such updated version. If Educational Institution does not agree to the changes, Educational Institution may terminate this Agreement in accordance with Section 9.

Acknowledgement for state school systems: If Educational Institution is a public school or charter school, public school district, or any other local or state educational agency that is subject to mandatory state law that expressly prohibits certain terms or conditions herein, the Parties acknowledge and agree that such terms will be null and void.

1. Definitions

- 1.1. “*Content*” means data, text, software, graphics, messages, and other materials provided to or accessible through the Services.
- 1.2. “*Educational Institution Data*” means data provided by or on behalf of Educational Institution and its Users to MagicSchool for processing by the Services.
- 1.3. “*Documentation*” means the then-current version of the help files, knowledge base, and other designated resources for the applicable Services made available on MagicSchool’s website at <https://intercom.help/magic-school-inc/en/>.
- 1.4. “*Intellectual Property Rights*” means any and all now known or hereafter existing: (i) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (ii) trademark or service mark rights; (iii) trade secret rights; (iv) patents, patent rights, and industrial property rights; (v) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (vi) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
- 1.5. “*MagicSchool Intellectual Property*” means the Platform, Documentation, and results or materials created, used, or provided in connection with the Professional Services, including all underlying technology, websites, software tools, hardware designs, diagrams, ideas, methods, formulae, data, inventions, procedures, processes, materials, concepts, information, protocols, schematics, techniques,

algorithms, software, user interface designs, APIs, architecture, documentation, network designs, know-how, models, and trade secrets, and all Intellectual Property Rights therein (whether owned by MagicSchool or licensed to MagicSchool by a third party).

- 1.6. “*Order Form*” means a subscription order form document entered into by the Parties that references and incorporates the terms of this Agreement and identifies the Services to be provided by MagicSchool to Educational Institution along with the applicable Fees. In the event of a conflict between an Order Form and this Agreement, the terms of the Order Form shall supersede the terms of this Agreement but only as to the subject matter of that Order Form.
- 1.7. “*Platform*” means the MagicSchool application identified in an Order Form which allows Users to access certain features and functions through a web interface.
- 1.8. “*Professional Services*” means those professional services identified in an Order Form to be provided by MagicSchool to facilitate Educational Institution and its Users’ use of the Platform, including support services, configuration services, training services, or customization projects.
- 1.9. “*Services*” means collectively the Platform and Professional Services.
- 1.10. “*Users*” means individual teachers, staff, contractors, students, parents, and other representatives that Educational Institution authorizes to access and use all or part the Services under the terms of this Agreement and the applicable Order Form. Unless otherwise specified in an Order Form, User accounts are issued on a named user basis to an individual, and a User account may not be used by other Users at the same time, nor may login credentials be shared by multiple individuals. User accounts may be reassigned from time-to-time using the administrative functions of the Services when a User is no longer expected to be using the account during the remaining term of the subscription.
- 1.11. “*Usage Data*” means processing and performance metrics and log files; diagnostics information; usage statistics; and other information about Educational Institution’s and Users’ use of the Platform as well as associated metadata. Usage Data does not include Educational Institution Data.

2. Use of the Platform.

- 2.1. *Access to Use the Platform.* In consideration of payment of the Fees, and subject to the terms and conditions of this Agreement and the applicable Order Form, MagicSchool will provide Educational Institution access to: (a) the Platform during the Term solely for Educational Institution’s educational purposes in accordance with the Documentation; and (b) the Documentation solely to support Educational Institution’s and its Users’ use of the Platform. Educational Institution may permit its Users to access and use the features and functions of the Platform as contemplated by this Agreement.
- 2.2. *Restrictions.* Educational Institution is solely responsible for its Users’ use of the Platform and will ensure that such use will not violate this Agreement or applicable law. Educational Institution will not, and will not permit any User or third party to: (a) allow any third party to access the Platform or Documentation except as expressly allowed herein; (b) modify, adapt, alter or translate the Platform or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform, except as permitted by law; (e) interfere in any manner with the operation of the Platform or the hardware and network used to operate the Platform; (f) modify, copy, or make derivative works based on any part of the Platform or Documentation; (g) access or use the Platform to build a similar or competitive product or service; (h) attempt to access the Platform through any unapproved interface; or (i) otherwise use the Platform, or Documentation in any manner that exceeds the scope of use permitted under Section 2.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Educational Institution will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of MagicSchool or its licensors on the Platform, Documentation, or any copies thereof.
- 2.3. *Acceptable Use Policy.* Without limiting anything set forth in this Agreement, Educational Institution agrees not to use the Platform (or permit Users to use the Platform) in a manner that: (I) infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person; (ii) violates applicable law, regulations, or the policies of the Educational Institution; (iii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (iv) violates posted content restrictions for any information areas accessible to others; (v) jeopardizes the

security of the Services and User accounts (such as sharing login credentials with an unauthorized user); (vi) improperly attempts, in any manner, to obtain the password, account, or other security information from any other User; or (vii) introduces viruses or other malware into the networks of either Party or Users.

- 2.4. *Order Forms and Additional User Subscriptions.* Educational Institution and MagicSchool may amend active Order Forms, including to add additional Professional Services or Users. Additional terms such as pricing and limitations on use of the Services that may be agreed to by the Parties and specified in an Order Form may include, but are not limited to, the number of authorized Users of the Services, the identification and number of Users authorized to request support services directly from Magic School, and the duration of permitted access to Services ordered.
- 2.5. *Passwords.* Educational Institution is solely responsible for its Users selecting secure User passwords, changing passwords frequently, and maintaining the confidentiality of User logons and passwords. MagicSchool shall not be liable for any losses arising from unauthorized access to the Service(s) or Educational Institution Data that is due to Educational Institution's, or any User's, failure to protect its account through proper maintenance of User logons and passwords.
- 2.6. *AI Tools.* Our Services use certain artificial intelligence and deep learning platforms, algorithms, tools and models, including those provided by third parties (collectively, "**AI Tools**"), to support educators in generating educational Content for and their students (collectively, "**Output**"). Output is provided by the Services based on Content submitted to certain areas of the Services by Users, including prompts, comments, questions, and other user interactions with certain features of the Services (collectively, "**Input**"). Educational Institution acknowledges and agrees that MagicSchool may share Input with the AI Tools for this purpose. MagicSchool will have no liability for the unavailability of any AI Tools, or any third party's decision to discontinue, suspend, or terminate any AI Tools.
- 2.7. *Use of AI Tools.* Output provided by our Services is designed to assist educators, but by no means replaces educators' professional skills and judgment. It is imperative that Users review Output generated by the Services and revise it to ensure it is appropriate for use. This includes, but is not limited to, the following considerations: (a) use the "80-20" approach. View Output as a starting point to create draft materials (roughly 80% of the way there) that Users then revise with their professional review for the last 20% of effort; (b) check for bias and accuracy. AI can occasionally produce biased, fictitious, or otherwise incorrect Content. Generative AI models are not databases of knowledge, but rather an attempt to synthesize information the model has been trained on. Users should always double-check for bias and accuracy before sharing Output with students or others; (c) know the limits of AI. Our Services' knowledge in terms of historical events or developments is not always trained on the most up-to-date materials, so keep that in mind when dealing with recent topics; and (d) Protect Privacy. Only share identifiable information (such as names, addresses, or other contact information about students, parents, or others) through the Services in accordance with applicable law and the Educational Institution's policies.
- 2.8. *Third-Party Services.* The Platform integrates with third-party services, technology, or applications which are not provided by MagicSchool, including Educational Institution's own hardware or systems, Educational Institution's SaaS tools and AI Tools (collectively, "*Third-Party Services*"). Educational Institution is responsible for enabling the integration of each Third-Party Service under its control. Educational Institution acknowledges that: (a) MagicSchool may share or receive Educational Institution Data through integration with such Third-Party Services so that it may be used in accordance with the terms of this Agreement, and (b) it is instructing MagicSchool to share and receive such Educational Institution Data with the providers of such Third-Party Services for this purpose. Educational Institution acknowledges that Third-Party Services are not under the control of MagicSchool, and MagicSchool is not responsible for any Third-Party Services. Educational Institution's use of the Third-Party Services under its control is governed by the Educational Institution's agreement with providers of the Third-Party Services.

3. Support, Security and Privacy.

- 3.1. *Support.* MagicSchool shall make available reasonable online support resources for Educational Institution and its Users through its Help Center and FAQ material available on the MagicSchool website at www.magicschool.ai. Additionally, MagicSchool will provide support services to designated contacts in Educational Institution's IT department via live chat agents and email/phone support during MagicSchool's ordinary business hours (8 a.m. and 5 p.m. U.S. Mountain Time excluding weekends and US holidays). If specified on an applicable Order Form, MagicSchool will provide additional

Professional Services, including dedicated support and professional learning services.

- 3.2. *Protection of Educational Institution Data.* MagicSchool shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Educational Institution Data. At all times, both MagicSchool and Educational Institution shall use all reasonable efforts to comply with all applicable laws and regulations governing the use and privacy of information (“**Privacy Laws**”), including, without limitation, the U.S. Family Educational Rights and Privacy Act of 1974, as amended (“**FERPA**”). Except to the extent Magic School and Educational Institution have entered into a separate negotiated data processing addendum, full details of MagicSchool’s processing of Educational Institution Data are described in the MagicSchool’s Data Protection Addendum, Exhibit A.
- 3.3. *Usage Data.* Subject to MagicSchool’s compliance with applicable Privacy Laws, Educational Institution acknowledges and agrees that MagicSchool may collect, compile, and use Usage Data for any lawful business purposes.

4. Proprietary Rights.

- 4.1. *Educational Institution Intellectual Property.* As between MagicSchool and Educational Institution, Educational Institution shall retain all right, title and interest in and to (i) Educational Institution Data; (ii) any materials, content, information, or data provided by or on behalf of Educational Institution to MagicSchool in connection with provision of Professional Services; and (iii) all Intellectual Property Rights associated with or embodied by (i) or (ii) (collectively, the “**Educational Institution IP**”). All rights in and to the Educational Institution IP not expressly granted to MagicSchool in this Agreement are reserved by Educational Institution. Educational Institution is solely responsible for any and all obligations with respect to the completeness, accuracy, and quality of Educational Institution IP. Educational Institution will obtain all third-party licenses, consents, and permissions needed for MagicSchool to use the Educational Institution Data to provide the Services as specified by this Agreement. Educational Institution hereby grants MagicSchool a non-exclusive, worldwide, royalty-free and fully paid license (a) to use, copy, store, transmit, modify, create derivative works of, and display the Educational Institution IP as necessary for purposes of providing the Services; and (b) to use the Educational Institution Data solely in an aggregated and anonymized form to improve the Services and MagicSchool’s related products and services, including to train its AI models, provided, however, that such data has been fully de-identified and cannot in any way be traced back to Educational Institution or any Users and does not contain any personally identifiable information.
- 4.2. *MagicSchool Intellectual Property.* As between Educational Institution and MagicSchool, MagicSchool shall retain all right, title and interest in and to the MagicSchool Intellectual Property, and any changes, derivatives, corrections, configuration, customizations, developments, bug fixes, enhancements, updates and other modifications and improvements thereto. All rights in and to the MagicSchool Intellectual Property not expressly granted to Educational Institution in this Agreement are reserved by MagicSchool and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Educational Institution regarding the MagicSchool Intellectual Property, or any part thereof.
- 4.3. *Feedback.* MagicSchool encourages Educational Institution to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources (“**Feedback**”). To the extent Educational Institution provides Feedback, Educational Institution grants MagicSchool a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction); provided that such Feedback does not identify Educational Institution or any Users or include any designated Educational Institution Data without Educational Institution’s prior written consent.

5. Fees and Payment Terms.

- 5.1. Educational Institution will pay MagicSchool the fees set forth on the Order Form (the “**Fees**”). Unless otherwise set forth in the applicable Order Form, Educational Institution will pay all Fees in accordance with the following: (a) Fees are invoiced in advance; (b) the first invoice will coincide with the effective date of the Order Form; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and paid in U.S. dollars. Each Order Form is non-cancellable and non-refundable except as expressly provided in this Agreement.
- 5.2. *Taxes.* Unless Educational Institution is a tax-exempt organization, in which case it will provide a tax

exemption certificate if requested by MagicSchool, Educational Institution will be responsible for all applicable transaction taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (“**Taxes**”), which MagicSchool will itemize on invoices if and when applicable.

- 5.3. *Disputes.* Educational Institution will notify MagicSchool in writing in the event Educational Institution reasonably disputes in good faith any Fees or Taxes paid or payable by Educational Institution under this Agreement. Educational Institution must provide such notice to MagicSchool prior to the due date of the invoice containing such Fees or Taxes due. Any such notice shall detail (a) the amount in dispute, and (b) the reason for the dispute set out in sufficient detail to facilitate investigation by MagicSchool and resolution by the Parties. The Parties will work in good faith to resolve any dispute regarding payments due, provided, however, if a dispute is not resolved within thirty (30) days of the due date of the disputed payment, the Parties may pursue available remedies under this Agreement and applicable law.
- 5.4. *Purchase Orders.* Notwithstanding any language to the contrary therein, no terms or conditions stated in an Educational Institution purchase order, vendor onboarding process or web portal, or any other Educational Institution order documentation (excluding mutually executed Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. If Educational Institution issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form. Upon request, MagicSchool shall reference the purchase order number on its invoices, provided, however, that Educational Institution agrees that a failure to issue a purchase order or provide MagicSchool with the corresponding purchase order shall not relieve Educational Institution of its obligations to provide payment to MagicSchool pursuant to Section 5.1 above.
- 5.5. *Failure to Pay.* Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection including reasonable attorneys’ fees and costs. If any charge owing by Educational Institution is 30 days or more overdue, then without limitation of any of its other rights or remedies, MagicSchool may suspend performance of those Services until MagicSchool receives all past due amounts from Educational Institution.
- 5.6. *Future Functionality.* Educational Institution agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by MagicSchool regarding future functionality or features. Educational Institution acknowledges that no representative of MagicSchool has authority to bind MagicSchool to any terms or conditions not expressly stated in this Agreement, or the same be amended from time to time a mutually executed amendment to the foregoing.

6. Indemnification

- 6.1. *By MagicSchool.* MagicSchool shall defend, indemnify and hold harmless Educational Institution and its officers, directors, employees and agents from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney’s fees) and expenses arising from (i) any infringement, misappropriation or violation of any United States Intellectual Property Right by the Platform (“**Infringement Claims**”); or (ii) MagicSchool’s failure to comply with its obligations to protect Educational Institution Data under this Agreement. If MagicSchool believes that any portion of the Platform may be subject to such an Infringement Claim, then MagicSchool may, at its sole option and expense: (A) procure for Educational Institution the right to continue using the Platform; (B) modify or replace the infringing portions of the Platform to allow for continued use, or if these alternatives are not commercially reasonable refund any unused, prepaid Fees and terminate this Agreement. Notwithstanding the foregoing, the MagicSchool’s indemnification obligations set forth in this Section 6.1 do not apply to, and MagicSchool will have no obligation to Educational Institution for, any claim to the extent arising from (i) modifications to the Platform by anyone other than MagicSchool, (ii) modifications to the Platform based upon specifications furnished by Educational Institution, (iii) Educational Institution’s and/or any of its Users’ use of the Platform other than as authorized in this Agreement, (iv) use of the Platform in conjunction with third-party software, hardware or data other than that approved by MagicSchool, (v) Educational Institution’s indemnification obligations under Section 6.2, or (vi) any combination of the foregoing.
- 6.2. *By Educational Institution.* To the fullest extent permissible under applicable law, Educational Institution shall defend, indemnify and hold harmless MagicSchool and its officers, directors, employees and agents from and against all third-party claims, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney’s fees) and expenses

arising from related to (i) Educational Institution's failure to comply with its obligations under Sections 2.2, 2.3, or 2.5 of this Agreement, or (ii) allegations that Educational Institution was not authorized or licensed to provide Educational Institution Data to MagicSchool for processing by MagicSchool in compliance with the requirements of this Agreement.

- 6.3. *Indemnification Procedures.* As a condition to being indemnified under this Section, the Party seeking indemnification shall: (i) promptly notify the indemnifying Party of the claim; (ii) allow the indemnifying Party sole control of the defense and settlement of the claim; and (iii) provide assistance, at the indemnifying Party's expense, in defending or settling the claim. The indemnifying Party shall (a) keep the indemnified Party informed of and consult with the indemnified Party in connection with the progress of such litigation or settlement and (b) not settle any such claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

7. Warranties; Disclaimers.

- 7.1. MagicSchool represents and warrants that it will provide the Professional Services in a professional manner consistent with general industry standards. Additionally, MagicSchool represents and warrants during the Term of this Agreement that the Platform, when used as authorized by this Agreement, will operate in all material respects in accordance with the specifications and descriptions in the Documentation. In the event of failure of the Services under the warranties in this Section 7.1, as Educational Institution's sole and exclusive remedy, MagicSchool shall use commercially reasonable efforts to remediate any reported and reproducible defect or error and provide updated Services or a reasonable work-around to Educational Institution within a reasonable period of time, not to exceed thirty (30) days from MagicSchool's receipt of notice, after which if such defect or error continues despite MagicSchool's efforts, Educational Institution may terminate this Agreement and receive a refund of any unused prepaid Fees.
- 7.2. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7.1, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAGIC SCHOOL PROVIDES THE SERVICES "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. MAGIC SCHOOL HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY OR ACHIEVEMENT OF RESULTS OR EDUCATIONAL OUTCOMES. WITHOUT LIMITING THE FOREGOING, GIVEN THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, NEITHER MAGIC SCHOOL NOR ANY OF ITS SUPPLIERS MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENT CONTAINED IN, GENERATED BY, OR ACCESSED THROUGH USE OF THE SERVICES WHICH EDUCATIONAL INSTITUTION AND ITS USERS USE AT THEIR RISK.
- 7.3. EDUCATIONAL INSTITUTION ACKNOWLEDGES THAT THE MAGICSCHOOL TECHNOLOGY LEVERAGES CERTAIN AI TOOLS AND THAT ARTIFICIAL INTELLIGENCE SYSTEMS ARE A RAPIDLY EVOLVING FIELD. WHILE MAGICSCHOOL IS ALWAYS WORKING TO IMPROVE THE MAGICSCHOOL TECHNOLOGY, THE PROBABILISTIC NATURE OF ARTIFICIAL INTELLIGENCE MEANS THE MAGICSCHOOL TECHNOLOGY MAY PROVIDE INACCURATE OUTPUT (SUCH AS "HALLUCINATIONS") OR OTHERWISE NOT ALWAYS PRODUCE ACCURATE OR INTENDED RESULTS OR CONTENT. AS SUCH, EDUCATIONAL INSTITUTION ACKNOWLEDGES THAT NO WARRANTIES ARE MADE BY MAGICSCHOOL WITH RESPECT TO THE SPECIFIC RESULTS OR ANY OUTPUT OF ANY AI TOOLS OR FEATURES OR FUNCTIONS OF THE MAGICSCHOOL TECHNOLOGY, AND EDUCATIONAL INSTITUTION MUST THOROUGHLY REVIEW AND APPROVE ANY SUCH OUTPUT AND CONFIRM APPROPRIATENESS AND ACCURACY FOR THE APPLICABLE USE CASE BEFORE ANY USE OF SUCH OUTPUT.

8. Limitation of Liability.

- 8.1. *General Limitation of Liability.* TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT IN CONNECTION WITH A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10 OR A PARTY'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, OR LOST DATA OR PROFITS, WHETHER OR NOT FORESEEABLE.

- 8.2. *Mutual Liability Limits.* TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE STATE LAW, EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, AND EXCLUDING EDUCATIONAL INSTITUTION'S OBLIGATION TO PAY FEES, AND EXCEPT FOR A PARTY'S FRAUD OR WILLFUL MISCONDUCT, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNTS PAID OR PAYABLE TO MAGIC SCHOOL BY EDUCATIONAL INSTITUTION HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. MAGIC SCHOOL SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE PLATFORM ARISING FROM OR RELATED TO (i) EDUCATIONAL INSTITUTION'S OR ITS USERS' FAILURE TO CONFIGURE THE PLATFORM IN CONFORMANCE WITH THE DOCUMENTATION OR (ii) EDUCATIONAL INSTITUTION'S OR ITS USER'S VIOLATION OF PRIVACY LAWS.

9. Term and Termination.

- 9.1. *Term of Agreement.* This Agreement commences on the Effective Date and continues in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the date last signature of the Order Form and continue in full force and effect for one (1) year, unless earlier terminated in accordance with the Agreement (the "**Initial Term**"). Unless otherwise stated in the applicable Order Form, upon expiration of the Initial Term, each Order Form will automatically renew for additional one-year periods (each a "**Renewal Term**") unless a Party gives at least thirty (30) days' prior written notice of its intent not to renew prior to the expiration of the then-current Initial Term or Renewal Term. Unless otherwise agreed by the Parties, pricing will be at the then-current standard rates for the Services which MagicSchool will provide at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
- 9.2. *Termination for Cause.* Without affecting any other right or remedy available to it, a Party may terminate this Agreement for cause: (i) thirty (30) days following written notice to the other Party of a material breach if such material breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, otherwise becomes unable to pay its debts when due, or proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets, suffers the presentation of any petition, the making of any order or the passing of any resolution for its winding up (except for the purposes of a bona fide solvent amalgamation or reconstruction), otherwise proposes or enters into any composition or arrangement with its creditors or any class of them, ceases to carry on business or claims the benefit of any statutory moratorium, or undergoes any similar or equivalent process in any jurisdiction. Upon any termination for cause by MagicSchool, Educational Institution shall pay any unpaid Fees due for the remainder of the terms of the Order Forms then in effect. In the event Educational Institution terminates this Agreement for cause, MagicSchool will refund on a pro-rata basis any pre-paid unused Fees based on the termination date.
- 9.3. *Events on Termination.* Upon termination of this Agreement for any reason: (i) each Party will promptly cease all use and return or destroy the other's Confidential Information (at the Disclosing Party's discretion), (ii) MagicSchool will terminate access of Educational Institution and its Users to the Platform, and (iii) Educational Institution will promptly, but in no event later than 15 days after termination, pay in full all Fees due prior to termination. Provisions of this Agreement that by their nature should survive any termination or expiration of this Agreement shall survive.

10. Confidentiality

- 10.1. *Confidential Information.* "**Confidential Information**" means any nonpublic information of a Party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving Party (the "**Receiving Party**") knows or should have known is confidential based on the nature of such information and the facts and circumstances surrounding disclosure. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of MagicSchool. The confidentiality terms set forth herein shall replace and supersede any prior non-disclosure agreement entered into between the Parties or their predecessors.

- 10.2. *Protection of Confidential Information.* The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Users (with respect to Educational Institution) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to MagicSchool). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.
- 10.3. *Exceptions.* Notwithstanding anything to the contrary herein, Confidential Information shall not include, and the confidentiality obligations set forth in Section 10.2 will not apply to, any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by applicable law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. Miscellaneous

- 11.1. *Publicity.* Educational Institution grants MagicSchool a limited, non-exclusive, royalty-free, right to use Educational Institution's names, marks, and logos on online pages maintained by MagicSchool under this Agreement for Educational Institution, and for publicity and marketing to identify Educational Institution as a MagicSchool customer; provided that MagicSchool will comply with all trademark guidelines and directions regarding such names, marks, and logos as provided by Educational Institution. Educational Institution may revoke MagicSchool's permissions to use Educational Institution's names, marks, and logos by emailing hey@magicschool.ai documenting this request.
- 11.2. *Force Majeure.* Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.
- 11.3. *Severability.* If any provision of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the affected provision shall be amended to make it legal and enforceable while preserving its intent.
- 11.4. *Entire Agreement.* This Agreement, including each Order Form, and any incorporated schedules and addenda, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings between the Parties, as well as terms in a pre-printed document such as a purchase order, invoice, statement of work or the like; any such terms shall be considered as proposed additions and are hereby expressly rejected unless agreed to in a writing signed by both Parties.
- 11.5. *Modification.* No amendment, modification, supplement, or other purported alteration of this Agreement shall be binding upon the Parties unless it is in writing and is signed on behalf of the Parties' authorized representatives.
- 11.6. *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

- 11.7. *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 11.8. *Notices.* Notices required hereunder shall be effective if delivered by email (effective upon transmission, as evidenced by transmission reports), by courier or delivery service (effective upon delivery), by first-class United States mail, return receipt requested (effective upon receipt), and shall be sent to the addresses shown in the Order Form or as updated by notice.
- 11.9. *No Assignment.* Neither Party will assign or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. The terms of this Agreement will be binding upon the Parties and their respective successors and permitted assigns.
- 11.10. *Governing Law.* This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Colorado, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction; provided however, that if Educational Institution is a United States public educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then venue and jurisdiction required by the law of the Educational Institution’s state will apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 11.11. *Waiver.* Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.12. *Independent Contractors.* Educational Institution’s relationship to MagicSchool is that of an independent contractor, and neither Party is an agent or partner of the other. Educational Institution will not have and will not represent to any third party that it has, any authority to act on behalf of MagicSchool.
- 11.13. *No Third-Party Beneficiaries.* This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be entitled to enforce any of the terms of this Agreement.
- 11.14. *U.S. Government Restricted Rights.* If Educational Institution or any User is a government end user, then this provision also applies to Educational Institution. The software contained within the Platform and the Services and provided in connection with this Agreement has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227- 7015 (or any equivalent or subsequent agency regulation thereof), and is provided as “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure, or distribution thereof by or for the U.S. Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.
- 11.15. *Export Control.* You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce’s Denied Person’s List or Entity List, the UK consolidated sanctions lists, the European Union (“EU”) consolidated sanctions lists and/or any entity that is at least 50% owned, directly or indirectly, or otherwise controlled or acting on behalf of or for the benefit of, a person or persons included in such U.S., UK or EU orders and/or lists. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not, nor is any User or any entity or person that directly or indirectly owns, controls or is otherwise affiliated with Educational Institution, listed on any list of prohibited or restricted parties, including any such lists maintained by the United Nations, the U.S. Government, the UK Government, the EU or any of its member states. You also will not use the Services for any purpose prohibited by the laws of the

U.S., the UK, the EU or any of its member states, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by MagicSchool are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer MagicSchool products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.