



Terms and Conditions of Sale

The following Terms and Conditions of Sale (the “Terms”) describe the terms under which BetterLesson, Inc., a Delaware corporation having a business address at 955 Massachusetts Ave, Ste 300, Cambridge, Massachusetts 02139 (the “Company”) will make its professional development services available to the applicable school or school district or other organization (“Partner”) referenced on an applicable agreement, purchase order, or order form that refers to and incorporates these Terms (such agreement, purchase order, or order form, the “Order Form”). These Terms along with the Order Form shall constitute the “Agreement” between the Company and Partner. In the event of any conflict between these Terms and the Order Form, the Terms shall supersede the Order Form.

Description of Technology and Services. Subject to payment of all fees set forth in the Order Form, the Company hereby grants Partner access to the Company’s proprietary platform for professional development (the “Platform”), which may include one or more of the following: (i) access to in-person and/or virtual coaching (the “BetterLesson Coaching”), (ii) access to the Company’s curated strategy content (the “BetterLesson Content”), (iii) access to the Company’s proprietary web-based and mobile-based workflow services (the “BetterLesson Lab”), and (iv) access to the Company’s administrative analytics updates (the “BetterLesson Updates”), as customized by the Company for Partner as described in the Order Form (access to the Platform, the BetterLesson Coaching, the BetterLesson Content, the BetterLesson Lab, and the BetterLesson Updates shall be collectively referred to herein as the “Services”). **Fees.** In return for the Company providing Partner with access to the Services, Partner shall pay the Company the amounts set forth in the Order Form (the “Fees”). Partner shall pay the Fees within thirty (30) days of its receipt of an applicable invoice from the Company unless otherwise specified in the Order Form. All payments shall be made in U.S. Dollars by check or bank transfer to an account designated in writing by the Company. Unless otherwise specified in the applicable Order Form, Partner’s execution of the applicable Order Form is a commitment to pay the Company all of the Fees, regardless of whether, pursuant to an applicable Order Form, such Fees are to be made in installments over the course of the term of the Agreement, and regardless of whether the Company has the obligation to invoice Partner periodically for such

Fees.

Partner is responsible for working with BetterLesson and local partners to identify and enroll all teachers and instructional leaders who will access the Services (each such teacher or instructional leader, a “Participant”). If an existing Participant terminates, cancels, or otherwise

stops access to the Services, for any or no reason, the coaching seat will be considered activated by BetterLesson, no participant substitutions will be permitted. Should the Partner wish to add a new participant to coaching, the Partner may activate a new coaching seat for the participant from remaining services on the contract or purchase an additional coaching seat should no services remain on the contract. For clarity, except as otherwise provided in the applicable Order Form, any termination or partial termination of the Agreement by Partner or a Participant, and any cancellation or partial cancellation of the Services by Partner or a Participant, for any reason, shall not affect Partner's continued obligation to pay the Company the Fees for services actually rendered, which obligation continues notwithstanding such termination or cancellation.

Protection and Confidentiality of Partner Information. The protection of Partner's data and information is very important to the Company. The Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Partner Information. In addition, the Company will not (a) disclose Partner Information except as compelled by law, or (b) access the Partner Information except to provide the Services. As used in this paragraph, the term "Partner Information" means all information disclosed by Partner or any Participant to the Company, including electronic data or information submitted by Partner to the Company, that is not available to the public and is not otherwise available to us on a non-confidential basis. In the event that Company or any Participant or any authorized user of the Company accesses the BetterLesson Plans website to view, upload, or download lesson plan or other content, such access and the use of the BetterLesson Plans website shall be governed by the applicable Terms of Service located at https://betterlesson.com/public/terms_of_service.

Pupil Information. In the event that Partner uploads student work product or other materials or artifacts, including, without limitation, such information that could be considered "education records" under the Family Educational Rights and Privacy Act ("FERPA"), then the following provisions shall apply:

1. Pupil records obtained by the Company from Partner continue to be the property of and under the control of the Partner. Pupil records include any information directly related to a pupil that is maintained by the Partner or acquired directly from the pupil or the pupil's teacher through the use of software applications or other means in connection with the provision of the Services. Pupil records do not include de-identified information (information that cannot be used to identify an individual pupil).
2. In the event that a pupil wishes to retain possession and control of pupil-generated content, to the extent applicable, such pupil should make a formal request with Partner. Partner will verify and validate such request and then request the applicable content maintained by the Company be returned to Partner. Partner will then provide such content to the applicable pupil or transfer such information to an applicable personal account.
3. In the event that a pupil wishes to review and correct personally identifiable information in the pupil's records maintained by the Company, to the extent applicable, such pupil shall make a formal request with Partner. Partner will verify and validate such request and then request from Company the applicable information for review and correction.

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4. In the event of an unauthorized disclosure of a pupil's records, the Company will report the same to Partner who will promptly report such disclosure to the applicable pupil. 5. The Company will not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement, including, without limitation, the performance of the Services.

6. Following the termination of the Agreement, the Company and Partner shall either work to transfer the pupil records to Partner, or the Company will destroy the same and certify such destruction with the Partner.

7. Partner agrees to work with the Company to ensure compliance with FERPA. To that end, Partner will take necessary steps to include a reference to the Company and the Services in its annual notification of FERPA rights for being a school official with a legitimate educational interest in pupil's records (including education records as defined under FERPA).

Term of Agreement. This Agreement shall commence as of the date written on the first Order Form and will remain in effect as long as there is an outstanding Order Form in effect between the parties.

Disclaimer and Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES ACTUALLY PAID BY PARTNER TO THE COMPANY PURSUANT TO THIS AGREEMENT.

Miscellaneous. The Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Agreement constitutes the entire agreement of the parties with respect to Partner's access to the Services. The relationship between the parties shall be independent contractors, and nothing in this Agreement shall create any employment, partnership, agency, or joint venture between the parties. Any notices required to be sent pursuant to this Agreement shall be sent by regular mail, hand delivery, facsimile, or electronic mail to the address indicated for each of the parties on the Order Form or as updated in writing from time to time. Partner hereby consents to the Company's use of Partner's name for promotional purposes. Except as otherwise expressly permitted in this Agreement, neither party may sell, transfer, or assign its rights and duties under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in whole or in part without consent of the other party to any entity controlling, controlled by, or under common control with the assigning party, or to any entity that acquires such party by purchase of stock or by merger or otherwise, or by obtaining substantially all of such party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties, their successors, and permitted assigns.

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