

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of March 5, 2021 between Woodland School District 404 ("District") and Agile Mind Educational Holdings, Inc. ("Agile Mind"). This Agreement describes the terms and conditions under which District has agreed to license from Agile Mind certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to license the proprietary software programs (the "Licensed Course Programs") specified below for the specified number of students, teachers, and campuses for the following fees during the term of this Agreement for the following fee: \$33,977.70.

Program includes:

- Woodland High School
 - AYD Geometry Toolkit – 4 teachers and 160 students
 - CCSS Geometry – 4 teachers and 160 students
 - Agile Assessment – 160 students
 - Advice for Instruction - 4
 - 4 Advisor Services

 - CCSS Algebra II – 3 teachers and 120 students
 - Agile Assessment – 120 students
 - Advice for Instruction - 3
 - 3 Advisor Services

 - Intensified Algebra – 70 Additional Student licenses
- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Licensed Course Programs as specified in paragraph 1.a. during the term of this Agreement. Use of the Licensed Course Programs includes access to and use of materials on portions of the Agile Mind Web site for those Licensed Course Programs ("Web site") (including use of materials available for printing on the Web site). District will be permitted to use (and may use) the Licensed Course Programs only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Licensed Course Programs to assist the students and (ii) school administrators at the campuses may use the Licensed Course Programs to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:
- Print or make additional photocopies or electronic copies of Web site or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student licensed to use the Licensed Course Programs,
 - Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
 - Share or distribute passwords or access codes.
- c. District may use the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.

the Web site from which the Licensed Course Programs are provided. The Licensed Course Programs and Related Materials are otherwise provided "as is." AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential, indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral, written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind's right to payment for (and District will pay) fees and other amounts, including fees for the Services.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind's business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Washington. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Washington.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind:

Agile Mind Educational Holdings, Inc.
1705 W. Northwest Hwy Suite 160
Grapevine, TX 76051
ATTN: Laurie Mayhan
866-284-4655 Fax: 817-442-8351
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