

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is entered into as of March 29, 2022 (the “**Effective Date**”) between AoPS Incorporated, a California corporation (“**Licensor**”) and Stevenson Elementary, a Public Elementary School (the “**Licensee**”), who for valuable consideration, the receipt and adequacy of which is acknowledged, agree as follows:

1. Recitals. This Agreement is entered into with reference to the following recitals of essential facts:

1.1. Licensor is the owner of a certain copyrighted work and all Intellectual Property (as defined below) related thereto and encompassed therein (collectively, the “**Content**”).

1.2. Pursuant to the terms and conditions of this Agreement, Licensor desires to license the Content to Licensee, and Licensee desires to license the Content from Licensor, such that Licensee can make the Content available to Users (as defined below) in the form of certain online software (the “**Software**”).

1.3. Licensee is an educational institution, and wishes to obtain the license in order to have the right to allow a certain number of its students (“**Student Users**”), while currently enrolled at Licensee’s educational institutions, and staff at the educational institution (“**Staff Users**”), while currently employed at the educational institution, to access and use the Content and Software in accordance with the terms hereof. Collectively, Students Users and Staff Users are “**Users**”.

2. Definitions.

2.1. “**Affiliate**” means any entity or person controlled by, controlling, or under common control with a party hereto. As used herein, “controlled” means, with regard to any person or entity, the equitable ownership, directly or indirectly, of at least 50% of the voting stock (or other ownership interest ordinarily having voting rights, if not a corporation) or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such person or entity.

2.2. “**Change of Control**” means as to a party: (i) the consummation of any sale, merger or consolidation of such party resulting in the holders of such party’s issued and outstanding voting shares/equity interest immediately prior to the sale, merger or consolidation having less than 50% of the issued and outstanding voting shares/equity interest of the surviving or continuing entity after such transaction; or (ii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of such party.

2.3. “**Confidential Information**” means: (i) all information disclosed in confidence, prior to the Effective Date or at any time during the Term, (ii) all Intellectual Property of Licensor, (iii) all data, specifications, training materials, trade secrets and other know-how related to the design, use, implementation and performance of the Content; and (iv) all other trade secrets, other know-how, current and future business plans, current and future business methods, practices and models, materials (including drawings, sketches, manuals, notes, systems, reports,

documentation, correspondence, projections, memoranda or other written materials), concepts, ideas, designs, methods of information, supplier or vendor information, fee schedules, personnel records, information, contracts, technology, inventions (whether or not patented), computer programs, source codes, object codes, algorithms, technical drawings, schematics, formulas and technology plans and specifications, proposals, employee information, customer or potential customer lists, preferences, identities, contact information or other information, marketing strategies, product and corporate plans, research and development activities, and financial information, regardless of whether any of the foregoing information is expressly identified as confidential or proprietary, or is reduced to writing, or is conceived, originated, discovered or developed, in whole or in part, by the disclosing party either prior to the Effective Date or during the Term, including any of the foregoing related to the Content.

2.4. **“Documentation”** means collectively: (i) all of the written, printed, electronic, or other format materials published or otherwise made available by Licensor that relates to or describes the Content; (ii) all user, operator, system administration, technical, support, and other manuals published or otherwise made available by Licensor that relates to or describes the Content; and (iii) any other information delivered which is related to the Content that is not hardware or software.

2.5. **“Intellectual Property”** means any and all intellectual property rights and proprietary information or every kind and nature, in any country, including, without limitation, all past, present, and future (and derivative works of and from): (i) rights to inventions (whether patentable or otherwise), patents, patent applications, and industrial property rights; (ii) information however documented that may be a trade secret within the meaning of the trade secret laws of the state of California or the United States of America; (iii) rights to trademarks and trade names, whether or not registered, slogans, logos, and similar items; (iv) rights associated with works of authorship, including exploitation rights, copyrights, moral rights, and circuitry of electronic components (whether or not registered or registerable); (v) rights to software (which with respect to Licensor includes the Content), methods, techniques, know-how and other proprietary rights or intellectual property rights of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications currently filed or to be filed, relating to any of the foregoing.

2.6. **“Modify”** or **“Modification”** (and any variant thereof) means any modification, customization, enhancement, alteration, improvement, derivation, development or change to the Content and/or Software, including the Source Code and/or Object Code.

2.7. **“Object Code”** means the machine readable form of computer programming code as opposed to the human readable form of computer programming code.

2.8. **“Source Code”** means computer software in the form of source statements, including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables,

system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

3. License Grant; Term.

3.1. License Grant. Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, non-transferable, non-assignable, sublicensable (only as set forth below), license to access and use the Content in accordance with the terms of this Agreement (the “**License**”). Licensee and each Sublicensee (as defined below) shall not integrate the Content with any products or software, without first obtaining Licensor’s prior written consent which may be granted or withheld in Licensor’s sole and absolute discretion. Licensee shall cause the parent/guardian (collectively, “**Guardian**”) of each Student User to : (i) consent to the use of the Content and Software by the Student User, and (ii) agrees to be bound by the terms and provisions of this License Agreement. Likewise, Licensee shall cause each Staff User to agrees to be bound by the terms and provisions of this License Agreement.

3.1.1. Licensor grants to Licensee two hundred ninety-three (293) concurrent site licenses for Student Users (“**Student User Site Licenses**”) to access the Software and the Content as set forth herein. Licensee may share Credentials (as defined below) between a number of Student Users not to exceed 293, without any additional permission of Licensor. Licensee shall not allow the number of Student Users accessing the Software or Content to exceed the number of Student User Site Licenses granted herein. Licensor also grants to Licensee fifty-nine (59) additional concurrent site licenses for Staff Users (“**Staff User Site Licenses**”) to access the Software and the Content as set forth herein. Licensee may share Credentials (as defined below) between a number of Staff Users not to exceed 59, without any additional permission of Licensor. Licensee shall not allow the number of Staff Users accessing the Software or Content to exceed the number of Staff User Site Licenses granted herein. Throughout the duration of the Term, Licensee may request additional Student User Site Licenses, which may be granted in Licensor’s sole discretion. Any additional Student User Site Licenses will incur additional fees as specified in section 7.1. Notwithstanding anything contrary herein, Licensor and Licensee may update the number of Student Users, Staff User Site Licenses, and any other license amount listed in this subsection 3.1.1 with mutual agreement provided via e-mail or similar means of communication between representatives of each party.

3.1.2. Licensee shall use its best efforts to ensure Users only access the Software and use the Content in accordance with the terms of this Agreement, and Licensee acknowledges and agrees that it is solely liable for the actions of Users with respect to the Software and Content.

3.2. Usage; Credentials. The Content and Software will be accessible on the operating systems and browsers set forth at <https://beastacademy.com/supported-systems> (collectively, the “**Supported Systems**”). At the time of license, Licensee shall establish credentials for the number of Student User Site Licenses and Staff User Site Licenses, as set forth in Section 3.1.1, in the form of a “user name” and “password” (“**Credentials**”) at the Licensor website to access to the Content and Software, and each User shall thereafter employ such Credentials to access the Content and Software. Licensee shall ensure each User does not, and each User agrees not to,

share Credentials with any third party, and shall not facilitate any third party's access to the Software or Content without the written permission of Licensor. Licensor is not responsible for any performance problems due to circumstances beyond its reasonable control, or for performance problems arising from the failure to use a Supported System.

3.3. Reservation of Rights. The License is granted solely to Licensee, and not, by implication or otherwise, to any Affiliate of Licensee. Except for the express License granted in this Agreement, there are no other licenses, either express or implied, granted to Licensee, including related to the any other Intellectual Property of Licensor. Licensor and Licensee agree that any rights not specifically granted to Licensee by this Agreement are expressly reserved by Licensor.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on September 29, 2022 (the "**Term**"), unless terminated as set forth herein. Licensee may renew this Agreement for additional Terms, if agreed upon by the parties in writing. Licensee and Users shall not have access to the Software or Content upon expiration or termination of this Agreement.

5. Modifications by Company. At Licensor's sole discretion, Licensor may Modify the Software or Content, and Licensor shall provide access of such Modifications to Licensee and User, at no additional charge. A User may alter the Software and the Content in the form of annotations and highlighting ("**User Alterations**"), which User Alterations shall only be available for view to User and Licensor. Upon Termination, all User Alterations will no longer be accessible to Licensee or each User. Licensor is not obligated, but reserves the right to Modify the Content and Software from time to time. Any such Modification by the Licensor may affect the operation of the Content. Any Modification to the Content and/or Software shall belong exclusively to the Licensor, and Licensor shall own all right, title, and interest (including all associated Intellectual Property rights) in and to any and all Modifications.

6. Ownership.

6.1. Ownership. The Content is being licensed, and not sold, to Licensee. All right, title, and interest in and to the Content and any Modifications thereof are and shall remain at all times the sole and exclusive property of Licensor. Licensee's rights in or to the Content are limited to those rights explicitly set forth in this Agreement.

6.2. Restrictions. Except as provided in this Agreement, Licensee and each User shall not copy, translate, reverse engineer, decompile, disassemble, sell, distribute, sublicense, display, host, outsource, disclose or otherwise commercially exploit or make available to any third party the Content, or Modify, enhance, or otherwise change or supplement the Content, in any way, without the prior written consent of Licensor which may be withheld in Licensor's sole and absolute discretion.

6.3. Covenant not to Challenge. The Software, Content, related software and any related Documentation are protected by copyright laws and international copyright treaties, as well as other Intellectual Property laws and treaties. Nothing in this Agreement constitutes a waiver of Licensor's rights. Licensee hereby acknowledges the validity of Licensor's Intellectual Property

(including the Content). Licensee represents, warrants and covenants that it, (i) is not currently and will not infringe upon any of Licensor's Intellectual Property (including the Content), (ii) will use its best efforts to prevent any employees or agents of it or its Affiliates from infringing upon any of Licensor's Intellectual Property (including the Content), (iii) will not challenge or cause to be challenged, directly or indirectly, in any forum or venue, including without limitation U.S. Federal Courts, the validity or enforceability of any of Licensor's Intellectual Property (including the Content), and (iv) with respect to Licensor's Intellectual Property (including the Content), waives any and all invalidity or unenforceability defenses and/or claims in any future proceedings of any nature (the "**Covenant Not To Challenge**"). The Covenant Not To Challenge applies to any software or products manufactured, distributed or sold by Licensor (including the Content) or its parent companies, subsidiaries, Affiliates, or those who act for or in concert with any of them, whether existing now or in the future, whether materially different or similar to the Content or any software or products related to or which incorporate Licensor's Intellectual Property (including the Content). Licensee and each User acknowledge and agree that the unauthorized use or distribution of copyrighted or other proprietary content is unlawful and could subject Licensee and/or User to monetary damages. Licensee shall be solely liable for any damage resulting from any violation by any User of this Agreement.

6.4. Infringement. Licensee shall immediately notify Licensor in writing if it becomes aware or suspects that any third party is infringing the Intellectual Property of Licensor, including the Content. Licensor shall have the option, but not the obligation to institute and prosecute lawsuits or other adversarial actions against third persons for infringement of the Intellectual Property of Licensor. Upon the request of Licensor, Licensee shall execute all papers, testify on all matters, and otherwise cooperate in every way for the defense of, or enforcement of the Intellectual Property of Licensor. Any lawsuit or adversarial action shall be prosecuted solely at the cost and expense of Licensor, and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, shall be retained by Licensor.

6.5. Trademarks; Other Intellectual Property. All (i) trademarks and service marks (whether or not registered), dba names, slogans, logos, and similar items, and (ii) all domain names of Licensor, including those used on or in connection with the Content (collectively, the "**Trademarks**"), are Trademarks of Licensor. Any use of or goodwill arising from the use of the Trademarks shall accrue solely to Licensor, who shall remain the sole owner of the Trademarks. Licensee shall not and shall use its best efforts to prevent Users from, using the Trademarks, any trademarks which are or may confusingly similar to the Trademarks, in any way without the express written consent of Licensor.

7. Fees.

7.1. License Fee. Licensee shall pay Licensor a license fee of twenty-two dollars and fifty cents (\$22.50) for each Student User Site License which Licensee has during the Term (the "**License Fee**"), including any additional Student User Site Licenses granted to Licensee by Licensor at any point during the Term. The Licensee Fee will be applicable for the Term.

7.2. Payments of Fees. Licensee Fee payments will be due within thirty (30) days of the beginning of the Term, as applicable. In addition to all other remedies available to Licensor

under this Agreement or applicable law, any amount not received by Licensor as and when due under this Agreement will accrue interest until paid in full at the rate which is the lesser of (i) 1.5% per month, or (ii) the maximum rate allowed under applicable law. Payment of any Licensee Fees due hereunder are not subject to set-off for any claims against Licensor. All payments shall be in U.S. Dollars.

8. Representations and Warranties; User Conduct.

8.1. Licensor. Licensor hereby represents and warrants: (i) it is a corporation organized, validly existing and in good standing under the laws of the State of California, and has all of the requisite power and authority to enter into this Agreement; (ii) the execution, delivery and performance by Licensor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Licensor and do not conflict with or cause a default with respect to Licensor's obligations under any other agreement; and (iii) this Agreement has been duly executed and delivered by a duly authorized representative of Licensor.

8.2. Licensee. Licensee hereby represents and warrants: (i) it is a Public Elementary School organized, validly existing and in good standing under the laws of California, and has all of the requisite power and authority to enter into this Agreement without the consent of any third party; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, do not conflict with or cause a default with respect to Licensee's obligations under any other agreement and will not require the consent of any third party or governmental entity or agency; (iii) Licensee will comply with all laws and regulations, including of any and all applicable governmental entities and agencies; and (iv) this Agreement has been duly executed and delivered by a duly authorized representative of Licensee.

8.3. User Conduct. Licensee will use its best efforts to prevent each User from, and pursuant to each Acknowledgment each Guardian and User shall agree not to: (i) use the Content or Software and/or access the Licensee website to upload, post, transmit, share, store or otherwise make available any content that Licensor deems to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable, (ii) upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or (iii) use the Content or Software and/or access to the Licensor website to violate, misappropriate or infringe rights of third parties, including Intellectual Property rights. Pursuant to the Acknowledgment each Guardian will agree to defend, indemnify and hold Licensor harmless from any and all claims, demands, losses, liabilities, suits, causes of action, damages, costs and expenses, including reasonable attorney's fees and costs, arising from or resulting from, any actions of Guardian or the User, including those set forth in this Section.

9. Termination.

9.1. Mutual Termination. Either party may terminate this Agreement on the occurrence of any of the following: (i) the other party's breach of a material provision of this

Agreement and failure to cure such breach within thirty (30) days after receiving written notice from the non-breaching party; or (ii) the other party: (a) makes any general arrangement or assignment for the benefit of creditors; (b) goes into liquidation, becomes bankrupt, insolvent or a “debtor” as defined in 11 U.S.C. Section 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing); (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking); or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicial seized.

9.2. Licensor Termination. Licensor may terminate this Agreement immediately upon written notice to Licensee if any of the following occur: (i) Licensee ceases to carry on its business; or (ii) Licensee fails to pay any amounts due and payable to Licensor hereunder.

9.3. Termination Upon Challenge. If any third party (the “Challenger”) alleges that (i) Licensor is not the owner of the Content; or (ii) the Content violates or infringes upon the Challenger's rights, Licensor, in its sole and absolute discretion, may unilaterally terminate this Agreement effective immediately upon notice to Licensee. Upon a termination pursuant to this Section 9.3, the License Fee shall be prorated based on the number of days of the Term to which Licensee had access to the Content and Software.

10. Effect of Termination. In addition to any rights and remedies available to Licensor at law or in equity, upon the termination of this Agreement for any reason: (i) the License granted to Licensee, and the right of each User to access the Software, hereunder shall immediately terminate; (ii) Licensee shall immediately pay to Licensor all amounts due and outstanding as of the termination date and which accrued as of the termination date and all Licensee Fees paid to Licensor prior to such termination will not be refunded (except as provided in Section 9.3 and 9.4, above); (iii) Licensee shall return to Licensor all Confidential Information of Licensor and shall certify it has done so in writing; and (iv) Licensee shall, and shall cause each User to, immediately discontinue the use of the Content and Software in any manner. In no event shall termination of this Agreement release Licensee or its Affiliates from obligations accrued prior to the effective date of the termination of this Agreement, including the obligation to pay all amounts that are accrued, or become due on or before the effective date of termination.

11. NO WARRANTY; LIMITATION OF LIABILITY.

11.1. NO WARRANTY. LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, QUALITY, ACCURATENESS, PERFORMANCE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE CONTENT AND/OR SOFTWARE. THE CONTENT AND SOFTWARE ARE PROVIDED “AS-IS”, “WITH ALL FAULTS,” AND “AS-AVAILABLE. LICENSOR DOES NOT WARRANT THAT THE CONTENT AND/OR SOFTWARE WILL MEET LICENSEE’S OR ITS USERS’ NEEDS OR WILL OPERATE IN THE COMBINATION THAT LICENSEE OR ITS USERS SELECT FOR USE, OR THAT THE OPERATION OF THE CONTENT

AND/OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE CONTENT AND/OR SOFTWARE WILL BE CORRECTED BY LICENSOR. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL BE AN EXACT DUPLICATION OF ANY OTHER VERSION OF CONTENT IN ANY FORMAT, INCLUDING ELECTRONIC FORMAT. LICENSEE AND EACH USER ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED WITH, THE SOFTWARE IN TERMS OF ACCURACY, CORRECTNESS OR RELIABILITY.

11.2. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE, USER OR ANY THIRD PARTY, UNDER THIS AGREEMENT OR THROUGH THE USE OF THE CONTENT AND/OR SOFTWARE, FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF GOODWILL, LOST SALES, LOSS OR INACCURACY OF DATA, LOSS OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification. As permitted by law, Licensee shall defend, indemnify, and hold harmless Licensor and its Affiliates (and their respective officers, directors, members, managers, employees, representatives and agents) from and against any and all claims, causes of actions, actions, suits, demands, losses, liabilities, damages, court judgments, awards and the related costs and expenses, including attorneys' fees and costs (collectively, "**Claims**"), for which any of them may become liable or may incur in any action, claim, or proceeding arising from or relating to: (i) Licensee's performance or failure to perform under this Agreement, or the breach of this Agreement by or on account of Licensee; (ii) Licensee's breach of any representations or warranties under this Agreement; (iii) any violation of any applicable law, order, or regulation by Licensee or by any Affiliate, agent, employee, representative or contractor of Licensee; (iv) any activity, work or thing done, permitted or suffered by Licensee or by any Affiliate, agent, employee, representative or contractor of Licensee; (v) use of the Content and/or Software by Users; or (vi) any actual or alleged infringement or violation of any Intellectual Property of Licensor. Licensee will defend any Claim made subject to this provision with counsel chosen by Licensor in its sole discretion. Licensee will not settle any Claim or action on Licensor's behalf without Licensor's prior written consent and in the event Licensor and Licensee agree to settle a Claim or action, Licensee agrees not to disclose the terms of the settlement without first obtaining Licensor's written consent, which consent may be conditioned or withheld in Licensor's sole discretion.

13. Confidentiality.

13.1. Confidential Information. Licensee may receive or have in its possession Confidential Information of Licensor. Licensee agrees that all the Confidential Information, whether disclosed to it prior to the Effective Date or during the Term, is confidential and proprietary to the Licensor and that it has no ownership or proprietary rights therein. Licensee shall maintain the Confidential Information in strict confidence and shall not: (a) disclose any Confidential

Information to any third party except its employees of who have expressly agreed in writing to be bound by the terms of this Agreement; or (b) make use of any Confidential Information in any manner, other than as stated in this Agreement, without Licensor's prior written consent.

13.2. Return of Confidential Information. Upon Licensor's request or the termination of this Agreement, Licensee shall immediately return to Licensor all Confidential Information, samples, intermediate products and products resulting from, or related to, the Confidential Information, and shall retain no materials relating thereto, including copies of, notes on or abstract of any Confidential Information. Licensee will certify in writing to Licensor that such return has occurred in accordance with this Agreement.

13.3. Injunctive Relief. Licensee acknowledges the breach or threatened breach of this Section 13 will cause irreparable harm and damage to Licensor for which it will have no adequate remedy at law and which is reasonably foreseeable to have a material adverse effect upon Licensor. Licensor will be entitled to obtain a temporary, preliminary and/or permanent injunction without the need to post bond or any other form of security any kind or proof of damages, in order to prevent or restrain any such breach by Licensee or its Affiliates, agents or representatives. Licensor shall be entitled to recover its attorneys' fees and costs arising in connection with any action to enforce this provision.

14. General Provisions.

14.1. Complete Agreement. This Agreement contains the entire agreement between the parties hereto, and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. Each party acknowledges that there are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. To the extent there is a conflict with this Agreement and the Terms of Service on Beast Academy's website at <https://beastacademy.com/terms>, the terms of this Agreement shall apply. Each party acknowledges that, in entering into this Agreement, it does not rely on any representations, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein and accordingly all representations, covenants or conditions implied by statute or common law are excluded to the fullest extent permitted by law.

14.2. Modification; Waiver. No supplement, modification or termination of any term or condition of this Agreement shall be binding unless executed in writing by both parties. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

14.3. Notice. Any notice or communication required or permitted in this Agreement shall be in writing and shall be delivered by email. Any email directed to Licensor shall be addressed to schools@beastacademy.com. Any email directed to Licensee shall be addressed to

_____ or the last known email address in Licensor's records for Licensee.

14.4. Governing Law. This Agreement and performance under this Agreement shall be governed exclusively by the laws of the State of California without regard to any considerations of conflicts of law.

14.5. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "Rules"). The arbitration shall be heard by one (1) arbitrator selected in accordance with the Rules, with venue in San Diego County, California. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Within seven (7) calendar days after appointment the arbitrator shall set the hearing date, which shall be within ninety (90) days after the filing date of the demand for arbitration unless a later date is required for good cause shown, and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than two (2) days in aggregate for each party. Both parties waive the right, if any, to any claim that this Agreement, or any part hereof, is invalid, illegal or otherwise voidable or void. The arbitrator shall have the power to award reasonable attorneys' fees to the prevailing party. The arbitrator shall make his or her award no later than thirty (30) calendar days after the close of evidence or the submission of final briefs, whichever occurs later and shall deliver to the parties a reasoned opinion detailing the facts and rationale supporting the award. Notwithstanding anything to the contrary, if either party desires to seek injunctive or other equitable relief that does not involve the payment of money, then those claims shall be brought in a state or federal court located in San Diego County, California, and the parties hereby irrevocably and unconditionally consent to personal jurisdiction of such courts and venue in San Diego County, California in any such action for injunctive relief or equitable relief.

14.6. Severability. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement.

14.7. Assignment. Licensee may not assign, sublicense, or otherwise transfer, without the express written consent of Licensor, this Agreement or its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any purported attempt to do so is void and of no effect. Licensor may assign this Agreement in its entirety to any acquirer of Licensor in a Change of Control transaction. As a matter of clarity, in the event of a Change of Control of Licensor, this Agreement shall remain in full force and effect for the remainder of the Term. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.8. Waiver. The delay or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver by Licensor of such right or any further right under this Agreement.

14.9. Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

14.10. No Construction Against Drafter. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

14.11. Equitable Remedies. Licensee agrees that Licensor would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies, including an injunction, with respect to any breach of this Agreement, in addition to such other remedies as Licensor may otherwise have available under applicable laws.

14.12. Survival of Certain Provisions. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement that: (i) the parties have expressly agreed shall survive any such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The provisions of Sections 2, 5, 6, 7.2, 8, 10-14 (inclusive) shall survive the expiration or earlier termination of this Agreement.

14.13. Relationship. Neither Licensor nor Licensee will become or be deemed a partnership, joint venturer, employee, or agent of or with the other by reason of this Agreement. Neither party shall have the right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of the other party, except as may be expressly authorized from time to time by such other party in writing and then only to the extent of such authorization.

14.14. No Third Party Beneficiary. The parties acknowledge that it is not their intention that any third party shall be entitled to enforce any term of this Agreement which may confer a benefit on that third party.

14.15. Confidentiality of Agreement. Unless otherwise required by law, no party shall disclose either the terms or existence of this Agreement to any person other than a party's counsel and its other representatives or such other third parties with whom it must communicate to consummate the transactions described in this Agreement.

14.16. Attorneys' Fees. In the event any litigation, arbitration, or other proceeding ("**Proceeding**") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding will be entitled to recover from the other party all costs, expenses, reasonable attorney's and expert witness fees, relating to or arising out of (a) such Proceeding (whether or not such

Proceeding proceeds to judgment), and (b) any post judgment or post award proceeding including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award will contain a specific provision for the recovery of all such subsequently incurred costs, expenses, actual attorneys' and expert witness fees.

14.17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. Signatures received by electronic mail or facsimile shall be deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR

LICENSEE

AoPS Incorporated

Stevenson Elementary School

By: _____

By: _____

Name: Anakaren Santana Galvez

Name: _____

Title: Authorized Signatory

Title: _____