2001 Timberloch Place, Ste 500
The Woodlands, TX 77380
877-321-2451

DIGITALCHALK SERVICE AGREEMENT

THIS DIGITALCHALK SERVICE AGREEMENT (the "Agreement") is made and entered into by and between DigitalChalk, Inc., a Delaware corporation ("Supplier" or "DigitalChalk) and the party who has executed this Agreement on the signature page hereto ("Customer") as of the date last written below. For the purposes of this Agreement, each of Supplier and Customer may be referred to herein each as a "party" and together as the "parties."

BACKGROUND

A. WHEREAS, Supplier has developed certain software applications and platforms which it makes available to customers via the internet in relation to the hosting and provision of training and course materials (the "Service").

B. WHEREAS, Customer wishes to use the Service in its business operations to provide its training and course materials to its customers, employees and agents.

C. WHEREAS, Supplier has agreed to provide and the Customer has agreed to make use of the Service subject to the provisions of this Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer engages Supplier to provide the Service pursuant to the following terms:

1. **Definitions**. The following capitalized terms shall have the following meanings for purposes of this Agreement:

   1.1. "Agreement" means this document together with all Exhibits.

   1.2. "Authorized User" means the employees and authorized agents of the Customer who have administrative or student access to the platform

   1.3. "Content" means the Customer Content and the Supplier Content.

   1.4. "Customer Content" means the training courses, material or data which the Customer or an Authorized User may create, develop, produce, provide or upload for use with, on, or in connection with the Service.

   1.5. "Effective Date" means the date specified in Exhibit A.

   1.6. "Intellectual Property Rights" means (a) patents (including rights in, and/or to, inventions); (b) trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); (c) design rights; (d) rights in and/or to internet domain names and website addresses; (e) copyright (including future copyright); (f) rights in and to confidential information (including knowhow and trade secrets); and (g) all other intellectual property rights.

   1.7. "Pricing" means the pricing information specified in Exhibit A.

1.8. “Supplier Content” means the training courses, material or data which the Supplier has created, developed, produced, provided, supplied or uploaded for use with, on, or in connection with the Service.

1.9. “Term” means the period as agreed to in Exhibit A commencing on the Effective Date and/or the relevant anniversary of the Effective Date.

1.10. “Active User” means (i) a person who logs into the Service, (ii) a person who registers to receive Customer Content, or (iii) a person whose grade or other Customer Content feedback has been amended by Customer or an Authorized User.

2. **Generally**

2.1. Subject to this Agreement, Customer shall pay to the Supplier the fees for the Service as set forth in Exhibit A. Pursuant to the terms hereof, Supplier shall ensure a secure system is established for Customer to access the Service, including password access, in accordance with best industry practices and the Customer’s reasonable requirements. Supplier may revoke Customer’s access to the Service if Customer fails to make any required payment in a timely manner.
2.2. To the extent that Customer’s use of the Service involves payment of fees by Customer’s customers through the Service, Supplier shall deduct the fees due to Supplier from the funds collected and remit the remaining amount to Customer’s portion of those fees once per calendar month, on or before the 15th day of each month following the calendar month in which the fees were earned.
2.3. To the extent that Customer’s use of the Service does not involve payment of fees by Customer’s customers through the Service, Customer shall pay the applicable fees to Supplier on or before the date specified in Exhibit A.

3. **Term and Termination**

3.1. This Agreement shall commence on the Effective Date as specified in Exhibit A and shall continue in full force and effect until the date specified in Exhibit A. This Agreement shall automatically renew for an additional 12 month period, with a 10% increase to the subscription fee, unless terminated in writing by either the Customer or the Supplier no less than 60 days prior to the end of the then-current Term.

3.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so; (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts.

4. **Representations of the Parties**

4.1. Supplier represents, warrants, and undertakes that (i) it is a duly organized business entity, authorized in all respects to enter into this Agreement, and that (ii) it shall at all times during the term and to the best of its knowledge comply with all applicable laws and statutes.

4.2. Customer represents, warrants and undertakes that (i) it is a duly organized business entity, authorized in all respects to enter into this Agreement, and that (ii) it shall comply with all applicable laws and statutes. Further, Customer represents and warrants that it shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, documentation or data related to the Service; modify, translate, or create derivative works based on the Service or any Supplier software (except to the extent expressly permitted by Supplier or authorized within the Service); use the Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

5. **Confidentiality**

5.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Supplier includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes the Customer Content. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Supplier does not own any data, information or material that Customer creates, submits to or transmits with or by the Service in the course of using the Service whether as a course provider submitting course material (documents, files, images, logos or any course data created and entered by the Customer) or the Customer's customers submitting responses. The Customer, and not Supplier, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all the Customer's customer data and Supplier shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer's customer data. Notwithstanding anything to the contrary, Supplier shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning customer data and data derived therefrom), and Supplier will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other Supplier offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6. **Warranties; Indemnity; Limitation of Liability**

6.1. Supplier shall use reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes errors and interruptions in the Service. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Supplier or by third-party providers, or because of other causes beyond Supplier's reasonable control, but Supplier shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Supplier expressly does not warrant that the Service will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE IS PROVIDED "AS IS" AND SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

Supplier shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Supplier is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Supplier will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Supplier, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Supplier, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Supplier to be infringing, Supplier may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, SUPPLIER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUPPLIER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SUPPLIER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous Provisions

7.1. If there is an inconsistency between any of the provisions of this Agreement and Exhibit A, the provisions of this Agreement shall prevail unless specified herein.

7.2. No amendment of this Agreement shall be effective unless it is in writing and signed by the parties or their authorized representatives.

7.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7.4. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

7.5. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

7.6. This Agreement, and any documents referred to herein constitute the entire agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

7.7. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement, save that neither party excludes its liability for fraudulent misrepresentation.

7.8. Neither party shall, without the prior written consent of the other party, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this Agreement, such consent not to be unreasonably withheld or delayed.

7.9. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

7.10. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) and any Authorized User shall be entitled to enforce or benefit from any term or condition of this Agreement (including without limitation as if it was the Customer).

7.11. This Agreement will be governed by, and interpreted under, the laws of the State of Delaware, United States of America. Should any dispute arise between the parties, the parties will attempt to resolve the dispute in good faith by senior level negotiations. If such negotiations do not result in a resolution of the dispute, parties shall refer such dispute to arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (the "AAA") as in effect on the Effective Date of this Agreement (the "AAA Rules"). Such disputes will be resolved by the decision of one (1) arbitrator as determined herein under the AAA Rules. The seat of arbitration will be determined by the parties. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the prevailing party shall be entitled to reimbursement of administrative costs and reasonable attorney's fees. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

ACKNOWLEDGED AND AGREED, as of the date last written below:

SUPPLIER: **DigitalChalk, Inc.** 2001 Timberloch Place Suite 500 The Woodlands, TX 77380 BY:______________________________ Name: Aaron Olney Title: Chief Revenue Officer Date:_________________________	CUSTOMER: **Company Name** Company Address BY:______________________________ Name: Title: Date:_____________________________

EXHIBIT A

Annual Active User Plan

Annual Active means (i) a person who logs into the Service, (ii) a person who registers to receive Customer Content, or (iii) a person whose grade or other Customer Content feedback has been amended by Customer or an Authorized User within a given year.

Term = X years

Digitalchalk will provide CUSTOMER access to the DigitalChalk LMS platform for a period of 3 years beginning on February 3, 2023 (the "Effective Date"). Unless canceled in writing 60 days prior to the expiration of the agreement, this agreement will renew for an additional 12 month period, with a 10% increase to the subscription fee.

Annual Fees = $20,000

- Plan includes 400 active users per year.
- Plan includes access to (CHOOSE ONE - Standard, Plus, Premium) Content Bundle
- Plan includes X Content Factory Named User Licenses. Content Factory licenses cannot be shared between users and X AI-generated video minutes per year.
- Additional Minutes: Additional AI-generated video minutes above the included 250 minutes may be purchased in 100-minute blocks at a rate of $150.00 per block.
- Annual fees are billed at contract signing and annually on the anniversary date of the agreement.
- Additional users will be billed at a rate of $50 per user.

One-Time Fees = $5,000

- White Glove Implementation which includes:
  - Dedicated onboarding manager for the duration of the onboarding process.
  - Scoping & Planning session
  - Weekly status meetings
  - Initial site branding
  - Creation of 2 courses
  - Creation of learner user fields
  - Upload of the initial list of learners
  - Assistance with build out of team hierarchy
  - Assistance with historical data migration
  - Development of a notification template
  - Creation of an automated report
  - Minimum of 3 one-hour Administrator training sessions.
  - Assistance and support for set up of Single Sign-On
- One-Time Fees are billed at contract signing and must be paid in full prior to start of the implementation.
- Incremental onboarding services are available at a fee of $150 per hour.

Payment Terms: Net 30

Support Plan - Your Account is authorized to have ten (10) administrative user accounts with organization and course administration authority. You may purchase additional administrative user accounts for an additional fee. In addition, you will have access to unlimited phone and email support for Administrators and End-Users from 8:30-5:30 EST Monday through Friday.

Monthly Active User Plan

Monthly Active is defined as (i) a person who logs into the Service, (ii) a person who registers to receive Customer Content, or (iii) a person whose grade or other Customer Content feedback has been amended by Customer or an Authorized User within any given month of the year.

Term = 3 years

Digitalchalk will provide CUSTOMER access to the DigitalChalk LMS platform for a period of 3 years beginning on February 3, 2023 (the "Effective Date"). Unless canceled in writing 60 days prior to the expiration of the agreement, this agreement will renew for an additional 12 month period, with a 10% increase to the subscription fee.

Annual Fees = $20,000

- Plan includes 400 active users per month.
- Plan includes access to (CHOOSE ONE - Standard, Plus, Premium) Content Bundle
- Additional users will be billed at the end of each month at a rate of $4.75 per user.
- Plan includes X Content Factory Named User Licenses. Content Factory licenses cannot be shared between users and X AI-generated video minutes per year.
- Plan includes X named user Content Factory Licenses and X AI-generated video minutes per year.
- Additional Minutes: Additional AI-generated video minutes above the included 250 minutes may be purchased in 100-minute blocks at a rate of $150.00 per block.
- Annual fees are billed at contract signing and annually on the anniversary date.

One-Time Fees = $5,000

- White Glove Implementation which includes:
    - Dedicated onboarding manager for the duration of the onboarding process.
    - Scoping & Planning session
    - Weekly status meetings
    - Initial site branding
    - Creation of 2 courses
    - Creation of learner user fields
    - Upload of the initial list of learners
    - Assistance with build out of team hierarchy
    - Assistance with historical data migration
    - Development of a notification template
    - Creation of an automated report
    - Minimum of 3 one-hour Administrator training sessions.
    - Assistance and support for set up of Single Sign-On

- One-Time Fees are billed at contract signing and must be paid prior to start of the implementation.
- Incremental onboarding services are available at a fee of $150 per hour.

Payment Terms: Net 30

Support Plan - Your Account is authorized to have ten (10) administrative user accounts with organization and course administration authority. You may purchase additional administrative user accounts for an additional fee. In addition, you will have access to unlimited phone and email support for Administrators and End-Users from 8:30-5:30 EST Monday through Friday.

Registration Plan

A registration is consumed each time a user registers for anything in the system.

Term = 3 years

Digitalchalk will provide CUSTOMER access to the DigitalChalk LMS platform for a period of 3 years beginning on February 3, 2023 (the "Effective Date"). Unless canceled in writing 60 days prior to the expiration of the agreement, this agreement will renew for an additional 12 month period, with a 10% increase to the subscription fee.

Annual Fees = $20,000

- Plan includes 4,000 registrations per year.
- Additional registrations, beyond the initial 4000, will be billed at the end of each year at $4.00 per registration.
- Plan includes X Content Factory Named User Licenses. Content Factory licenses cannot be shared between users and X AI-generated video minutes per year.
- Plan includes X named user Content Factory Licenses and X AI-generated video minutes per year.
- Additional Minutes: Additional AI-generated video minutes above the included 250 minutes may be purchased in 100-minute blocks at a rate of $150.00 per block.
- Annual fees are billed at contract signing and annually on the anniversary date.

One-Time Fees = $5,000

- White Glove Implementation which includes:
  - Dedicated onboarding manager for the duration of the onboarding process.
  - Scoping & Planning session
  - Weekly status meetings
  - Initial site branding
  - Creation of 2 courses
  - Creation of learner user fields
  - Upload of the initial list of learners
  - Assistance with build out of team hierarchy
  - Assistance with historical data migration
  - Development of a notification template
  - Creation of an automated report

    - Minimum of 3 one-hour Administrator training sessions.
    - Assistance and support for set up of Single Sign-On
- One-Time Fees are billed at contract signing and must be paid prior to start of the implementation.
- Incremental onboarding services are available at a fee of $150 per hour.

Payment Terms: Net 30

Support Plan - Your Premier Account is authorized to have ten (10) administrative user accounts with organization and course administration authority. You may purchase additional administrative user accounts for an additional fee. In addition, you will have access to unlimited phone and email support for Administrators and End-Users from 8:30-5:30 EST Monday through Friday.