



LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement (the “Agreement”) is between Coached Inc. (“Coached”), and the school, school district or other entity licensing the Coached product described herein from Coached (“Customer”). This Agreement contains software license terms that are applicable to the Coached product described herein, as well as terms applicable to support and maintenance, and other service offerings that may be provided by Coached in connection with the Coached product.

1. DEFINITIONS. The following terms, when capitalized in this Agreement, shall have the following meanings:

1.1 “Authorized User” shall mean any individual provided access to the Licensed Product.

1.2 “Customer Data” shall mean all information, data, and content (in any format) that Customer or Authorized Users provide to Coached under this Agreement (including, but not limited to, student, faculty and administrator policies, course materials and training materials) or submit, post, or transmit through the Licensed Product.

1.3 “Documentation” shall mean all written user information, whether in electronic, printed or other format, delivered to Customer by Coached with respect to the Licensed Product, including, but not limited to, user manuals and training materials.

1.4 “Error” shall mean a reproducible and material failure of the Licensed Product to operate in substantial conformance with the applicable description and specifications contained in the standard user Documentation delivered with the Licensed Product. User mistakes are not Errors as defined herein. Errors may be due to problems in the Licensed Product, the Documentation, or both.

1.5 “Fix” shall mean a patch, service pack or similar modification to the Licensed Product that Coached, in its discretion, deems ready for distribution and makes generally available to eligible customers on an interim basis (prior to issuance of an Update or Version Upgrade) to correct programming Errors that prevent or obstruct normal operation of the Licensed Product in accordance with the applicable then-current Documentation.

1.6 “Licensed Product” shall mean Coached’s product, which is an AI software application that delivers AI-based professional development coaching for licensed K-12 teachers. As such, Licensed Product when used herein refers to: (a) all instructional and professional development content made available to Customer and its users as part of the Coached product (“AI-Generated Output”); (b) the application through which this content is delivered to Customer for use; and (c) all related Documentation. This Agreement applies only to the product, and not to other products or content delivered by Coached or its affiliates, even if ordered concurrently with the Licensed Product.



Customer shall receive access only to the Licensed Product ordered by Customer and for which Customer has paid the applicable Program Fees. To the extent that Coached releases and makes available to Customer any future Fixes, Updates or Version Upgrades to the Licensed Product, such Fixes, Updates or Version Upgrades will also be deemed the Licensed Product and are subject to, and will be governed by, the terms of this Agreement.

1.7 “License Term” shall mean the term of Customer’s license to access and use the Licensed Product, including the initial term described in Section 7.1 and any renewals thereof pursuant to such Section. The License Term may vary for licenses purchased at different times.

1.8 “Licensed Sites” shall mean those schools or other sites at which Customer is authorized to use the Licensed Product. The number of Licensed Sites at which Customer will be authorized to use the Licensed Product is limited based on the number of licenses purchased by Customer.

1.9 “Order Documentation” shall mean a price quotation, invoice or other documentation provided by Coached specifying the Licensed Product and/or associated support or services being offered to Customer, which has been accepted by Customer as evidenced by Customer’s submission to Coached of a purchase order or other written acknowledgment of Customer’s order for Licensed Product or by Customer’s payment of applicable fees.

1.10 “Program Fee” shall mean the fee payable to Coached for the initial purchase of licenses for the Licensed Product, which fee will entitle Customer to use and access the Licensed Product for the initial License Term specified in Section 7.1.

1.11 “Update” shall mean a modification to the Licensed Product that Coached, in its discretion, deems ready for distribution and makes generally available to eligible customers as an Update. Updates may include Fixes, together with such other enhancements or modifications to the Licensed Product that Coached may, in its discretion, develop and deem ready for distribution.

1.12 “Version Upgrade” shall mean a modified or enhanced version of the Licensed Product that Coached, in its discretion, deems ready for distribution and makes generally available to those customers that pay an additional license fee for such version. Coached reserves the right to determine in its sole discretion which modifications or enhancements to the Licensed Product qualify as a Version Upgrade or an Update.

2. LICENSE.

2.1 License Grant. Subject to the terms and conditions set forth herein, Coached grants to Customer a restricted, non-exclusive, non-transferable license to use the Licensed Product at the Licensed Sites for the License Term. The Licensed Product shall



be accessed only by authorized personnel of Customer, and not by any student, nor shall such authorized personnel use personally identifiable student information in use of Coached's product. If Customer subsequently purchases additional licenses, such licenses shall also be subject to the terms and conditions of this Agreement (unless Coached provides new terms and conditions to Customer at the time such additional licenses are purchased, in which case such new terms and conditions shall apply). Customer acknowledges and agrees that Coached may, from time to time and at its sole discretion, (i) add new content to the Licensed Product, or (ii) limit, modify or discontinue any existing content made available within the Licensed Product.

3. OWNERSHIP; RESTRICTIONS ON USE.

3.1 Title. The Licensed Product is protected by trade secret and/or copyright law and is proprietary to Coached and/or its licensors. Title to all complete or partial copies, and all applicable rights to copyrights, patents and trade secrets in the Licensed Product and any derivative works thereof, are and shall remain the property of Coached or its licensors.

3.2 As between the Parties, Customer owns all rights in Customer Data. Customer grants Coached (i) a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, display, and process Customer Data as necessary to provide the Licensed Product and related services to Customer and (ii) a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, modify, distribute, and display Customer Data that is incorporated into Aggregated Data.

3.3 Confidentiality. Customer shall maintain the confidentiality of the Licensed Product, and, except as expressly provided herein, Customer shall not, and shall not allow any other person or entity to, reproduce, copy, create derivative works of, repost, distribute, download or otherwise transfer to any other system or media any portion of any Licensed Product without the written consent of Coached; provided, however, that Customer may make printed copies of the Documentation for Customer's internal use. Customer shall not, and shall not allow others to, reverse engineer any software that is provided as part of the Licensed Product.

3.4 Access. Coached reserves the right to require Customer to suspend access to the Licensed Product to any end user (i) who attempts to "hack" the Licensed Product or otherwise use portions of the Licensed Product not intended to be accessed by such end user; (ii) who uses log-in credentials of another user without authorization; (iii) who uses personally identifiable student information in using the Licensed Product or (iv) whose actions otherwise violate the terms of this Agreement or any terms of use posted or made available to end users within the Licensed Product.

3.5 Compatibility. Customer shall be responsible for the provision of a computing environment compatible with Coached's standard specifications for the Licensed Product, including maintaining all necessary connections to the Internet as may be



required to access the Licensed Product. Specifications relating to the foregoing are available upon request. Such specifications are subject to change over time based on changes in technology or Licensed Product delivery methods.

3.6 AI-Generated Outputs.

3.6.1 **Informational Nature.** AI-Generated Outputs are informational and assistive in nature. They do not constitute legal, professional, educational certification, or other regulated advice.

3.6.2 **No Warranty of Accuracy.** Coached does not warrant that AI-Generated Outputs will be accurate, complete, error-free, or free from bias. AI models may produce incorrect, outdated, or contextually inappropriate results. Customer is responsible for evaluating the accuracy and appropriateness of AI-Generated Outputs before relying on them.

3.6.3 **Customer Responsibility.** Customer retains full responsibility for the use of AI-Generated Outputs within its organization, including decisions made by administrators, instructors, or learners based on such outputs.

3.6.4 **Ownership of Outputs.** As between the parties, AI-Generated Outputs are owned by Coached, subject to Customer's ownership of any Customer Data contained therein, which are licensed to Coached hereunder.

3.6.5 **Authorized User Notice.** To the extent required by applicable law or Customer's internal policies, Customer is responsible for providing Authorized Users with appropriate notice regarding the use of the Licensed Product and the review and monitoring by Customer and third parties of the submissions made and AI-Generated Output in connection with the Licensed Product.

3.6.6 **Appropriate Use.** Customer shall not use the Licensed Product in violation of applicable law, the Agreement, Customer's Acceptable Use Policy or Coached's Terms of Use, including submitting any Customer Data that Customer does not have the right to process.

3.6.7 **Warranty of Rights.** Customer warrants that it has all rights necessary to enable Coached to collect, utilize, share and process the Customer Data in connection with its provision of the Licensed Product.

4. SERVICES

4.1 Support and Maintenance. For as long as Customer maintains an active license to the Licensed Product by paying Coached's Program Fees, Coached shall provide the following services:

4.1.1 **Fixes and Updates.** Customer will receive, throughout each License Term, any Fixes and Updates released by Coached for those portions of the Licensed Product licensed by Customer. If Customer wants to license an available Version Upgrade, it must be purchased separately at an additional charge.

4.1.2 **Call Center Support.** Customer will receive, throughout each License Term, call



center support services for the Licensed Product. Such call center support services are available Monday through Friday during Coached's normal business hours, exclusive of Coached holidays. Call center support services may include a variety of methods of contact, including telephone, email and online "chat" support. Call center support services for the Licensed Product are limited to teachers and administrative staff at the Licensed Sites, and are not available to students or parents. Call center support is limited to support for technical issues that Customer experiences in use of the Licensed Product, and is not a substitute for training and does not include instructional guidance in the use of Licensed Product.

4.1.3 Website Access. Customer will receive, throughout each License Term, access to Coached's product support website for the Licensed Product.

4.2 Additional Support Options. In addition to the support and maintenance services described in Section 4.1 above that are included with any active license of the Licensed Product, additional support options may be available for additional fees.

4.3. Customer Responsibilities. In order to be eligible for support services for the Licensed Product, Customer shall: (a) supply Coached with sufficient information and data to reproduce any Error or problem that is the subject of a support request; (b) procure, install, operate and maintain computer hardware systems, operating system software, and other software, compatible with Coached's minimum requirements for the version of Licensed Product to be supported; (c) establish adequate operational back-up provisions in the event of malfunctions or errors; (d) maintain an operating environment free of any programming that might interfere with the functioning of the Licensed Product as supplied by Coached; and (e) have installed the most current release of the Licensed Product, or a prior release still supported by Coached, as well as any Fixes made available to Customer by Coached. In addition, for support offerings that include on-site service, Customer shall first use its best efforts to resolve the issue or problem via call center support; Coached will not be obligated to dispatch a technician for on-site service unless Customer has followed Coached's instructions and recommendations provided via call center support and such instructions and recommendations are insufficient to solve the problem.

5. PAYMENT TERMS. Customer shall pay an upfront Program Fee for the initial License Term, which is typically for one year (unless specified otherwise in the Order Documentation). The Program Fee includes access to the support and maintenance services described in Section 4.1 during the initial License Term, as well as certain initial training and implementation services. Customer may also purchase additional training, consulting or other implementation services beyond those that are included as part of the Program Fee, either as part of its initial order or subsequently. The Program Fee shall be due and payable in advance in accordance with Coached's invoice terms. Any Program Fee for any renewal License Terms are invoiced in advance of the renewal date and are due prior to commencement of the renewal License Term. Customer agrees to



pay to Coached all applicable fees due hereunder, and all applicable sales, use or other taxes, however designated, except for taxes based on Coached's income. Customer shall provide Coached with proof of any claimed tax exemption and shall be responsible for the payment of all applicable penalties, taxes and costs that may arise if the tax exemption proves inapplicable. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6. **HOSTING SERVICES; SYSTEM AVAILABILITY.** Certain portions of the Licensed Product will be hosted for Customer by Coached (or by Coached's designee; Coached may use in-house services or a third party service provider to provide any hosting services in connection with the Licensed Product). Coached will attempt to schedule any planned maintenance or upgrades at times when usage of the Licensed Product in the continental United States is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance through its support website, via email, or through notifications within the Licensed Product. In addition, Customer acknowledges that Coached may take the hosted portion of the Licensed Product down from time to time as necessary to perform unscheduled maintenance in response to emergencies or other unforeseen circumstances. Customer further acknowledges that the hosted portion of the Licensed Product is Internet accessible and that as such, in connection with Customer's use of the Licensed Product, some information may be transmitted over local exchange and Internet carrier lines, as well as through routers, switches and other devices owned, maintained and serviced by third parties, all of which are beyond the control of Coached and which can be impaired or disrupted through no fault of Coached. Coached cannot control the flow of data over the Internet and assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Licensed Product.

7. **TERM AND TERMINATION.**

7.1 **Term and Renewal.** The initial License Term shall begin on the date that Coached has made the Licensed Product available for Customer's use and shall continue for a period consistent with the Program Fee paid to Coached, which period is generally for one year (unless the Order Documentation specifies otherwise). Unless otherwise provided in the Order Documentation, either party may terminate this Agreement as of the end of the then-current License Term by providing written notice to the other party prior to the end of such License Term that such party does not wish to renew this Agreement. If no notice of non-renewal is given by either party, then Coached will invoice Customer for the Program Fee applicable for a renewal License Term. Renewal periods are generally for one year, although other terms may apply in certain circumstances; the applicable renewal period will be stated on Coached's invoice. If Customer pays the applicable Program Fee stated on Coached's renewal invoice, then this Agreement will renew for the applicable renewal License Term stated on the invoice; otherwise, this Agreement will terminate at the end of Customer's current paid-up License



Term. If this Agreement is terminated due to non-payment, and then Coached subsequently reinstates Customer's access to the Licensed Product upon later receiving payment, any such reinstated access shall remain subject to the terms of this Agreement (unless Coached provides new terms and conditions to Customer at the time of such reinstated access, in which case such new terms and conditions shall apply). The Program Fee for each renewal License Term shall be at Coached's then-current applicable rates.

7.2 Termination. Either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided, however, that Coached shall have the right to suspend performance under this Agreement at any time that Customer is not current in its payment obligations, and Coached may terminate this Agreement immediately upon written notice in the event Customer breaches, or threatens to breach, any of its obligations under Section 3. Sections 3.1, 3.2, 5, 10, 11, and 13 shall survive the termination of this Agreement.

8. LIMITED WARRANTY. During the term of this Agreement, Coached shall attempt to correct any Errors in the Licensed Product, after receiving written notification of such Error from Customer. If Coached is unable to correct the Error after a reasonable opportunity, Coached shall, at Customer's request, refund to Customer a prorated portion of the applicable fees paid to Coached hereunder for Customer's current License Term, computed from the date of Customer's notice as described above through the scheduled expiration date of the current License Term. In the event Customer exercises its option to request such a refund, Customer's license to use the Licensed Product shall terminate upon issuance of such refund. The foregoing remedy shall not apply to Errors resulting from Customer's acts or omissions. The foregoing states the complete and entire remedies that Customer has under this warranty. In no event will Coached have any liability under this limited warranty to provide a refund or credit with respect to amounts paid by Customer for license periods prior to the then-current License Term.

9. DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES SET FORTH IN SECTION 8 ABOVE CONSTITUTE THE ENTIRE STATEMENT OF COACHED AS TO WARRANTIES FOR THE LICENSED PRODUCT, SUPPORT, SERVICES AND OTHER ITEMS PROVIDED HEREUNDER. COACHED AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OR CONDITIONS OTHERWISE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHERMORE, COACHED DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE RESULTS OF USING THE LICENSED PRODUCT IN TERMS OF ITS CORRECTNESS, PEDAGOGICAL EFFECTIVENESS OR OTHERWISE.



10. LIMITATION OF LIABILITY. COACHED AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST FUNDING, LOST SAVINGS, LOST OR DAMAGED DATA; OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR CLAIMS OF A THIRD PARTY; ARISING FROM THIS AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES OR OTHER ITEMS PROVIDED HEREUNDER, OR ARISING FROM THE USE OF OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF COACHED OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORSEEABLE. IN NO EVENT WILL THE LIABILITY OF COACHED AND ITS LICENSORS FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE FEES PAID FOR THE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S THEN-CURRENT LICENSE TERM.

11. STUDENT DATA.

11.1 Retention of Student Data. Anyone authorized by Customer to use the Licensed Product is strictly prohibited from entering personally identifiable student information. Coached has procedures in place to ensure that personally identifiable student information will not be used with the Licensed Product and will periodically evaluate its systems to ensure no personally identifiable student data is retained.

11.2 Confidentiality. To the extent that, during performance of this Agreement, Coached comes into contact with or has access to any Customer confidential information, Coached agrees to use commercially reasonable efforts to maintain the confidentiality of such Customer confidential information, and to use such information solely for purposes of performing services hereunder. Coached shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any of Customer's student or personnel data or records, and any other Customer information or data labeled or identified as confidential at the time of disclosure; provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of Coached, its employees, agents or subcontractors; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Coached, its employees, agents or subcontractors at any time; or (d) is disclosed without restriction by Customer to any third party at any time.

11.3. Use of Aggregated Data. Coached may use commercially available analytical tools to obtain aggregated data (not including any personally identifiable student information) regarding usage of the features of the Licensed Product ("Aggregated Data"), and any products or content accessed through the Licensed Product, to assist Coached in providing, maintaining, improving, and promoting Coached's products and services and in protecting the rights or property of Coached, its licensors and users.

12. GENERAL. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INCORPORATION OF CUSTOMER. This Agreement constitutes the



complete agreement between Customer and Coached, and supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to its subject matter. Any additional or variant terms and conditions submitted by Customer, in a purchase order or otherwise, with respect to the Licensed Product or any support or other services shall be of no effect. No action, regardless of form, may be brought by Customer more than one year after the cause of action has arisen. In the case of notices to Coached, such notices shall be sent to the attention of the CEO at the Company's address of record. In the case of notices to Customer, such notices shall be sent to Coached's address of record for Customer. Either party may change its notice address by notifying the other in like manner. In no event shall Coached be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Coached's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.