

KEDC CEO PLAN II PROGRAM TERMS AND CONDITIONS

1. Recitals

(a) BloomBoard, Inc. (“**BBI**”) owns and operates an online platform for empowering educator growth (the “**Platform**”). Using the Platform, BBI delivers personalized, competency-based professional learning programs to schools and districts, including onsite and remote coaching supported by curated collections of resources and a proprietary micro-credential (“**MC**”) management offering.

(b) BBI offers services and tools to enable schools, districts, and similar entities to use the Platform to create and engage in private professional development programs to meet the unique needs of their educators (“**Institutional Enterprise Clients**”).

(c) BBI also offers services and tools to enable nonprofit and for-profit professional development providers, educational service centers, and similar entities to use the Platform to develop and market professional development provider programs (“**PDP Programs**”) to educators and Institutional Enterprise Clients.

(d) In August 2018, the Kentucky Education Professional Standards Board (“**EPSB**”) waived the mandatory requirement for an educator to obtain a Rank II classification (as defined by Kentucky Revised Statutes (KRS) 161.1211) within the timeline previously specified by administrative rule. KRS 161.1211 defines Rank II as "Those holding regular certificates and who have a master's degree in a subject field approved by the Education Professional Standards Board or equivalent continuing education." This change gives Kentucky districts more flexibility to create their own processes for teachers seeking a rank change, consistent with the rules governing the Plan II Continuing Education Option for rank change in 16 KAR 8:030.

(e) In 2020, the Kentucky Educational Development Corporation (“**KEDC**”) worked with BBI to develop a micro-credential-based PDP Program focused on offering foundational and specialized teaching micro-endorsements that may be used by Kentucky districts to provide alternative Continuing Education Options for rank change (referenced herein as the “**KEDC CEO Plan II Program**”). The key components of the KEDC CEO Plan II Program are set forth in **Appendix A**. The EPSB unanimously approved the KEDC CEO Plan II Program on October 12, 2020 (Action Item 2020-69, EPSB Board Meeting Minutes, page 3, the “**EPSB Approval**”), stating the following in the associated Board Meeting Agenda Book:

The KEDC CEO Plan II program would allow educators to pursue and achieve Rank I or II, depending on their current rank, and grow in their profession through field-based experience, research and approved professional development. KEDC’s proposed program meets the CEO Plan II Guidelines and includes an introduction, capstone project, job-embedded professional development experiences, assessment of candidates and program evaluation. KEDC’s revised CEO Plan II proposal is included in the Document Library and requires approval by the EPSB before it may be offered for rank change. If approved by the EPSB, KEDC may offer the program to candidates to obtain Rank I or Rank II. (EPSB Board Meeting Agenda Book, October 12, 2020, Action Item D, page 113).

(f) KEDC may apply to EPSB to amend the KEDC CEO Plan II Program from time to time, with prior notification to BBI. In all such cases, the amended program shall continue to be referenced as the “KEDC CEO Plan II Program” for purposes of this Agreement.

(g) KEDC wishes to offer the KEDC CEO Plan II Program to districts, schools, educational service centers, and individuals throughout Kentucky. Accordingly, KEDC agrees, on behalf of the organization and its employees or contractors (collectively, “KEDC”), without limitation or qualification, to be bound by and to comply with these Terms and Conditions (“Terms”).

(h) BBI will work in collaboration with KEDC to design and implement a mutually agreed upon plan for the marketing and implementation of the KEDC CEO Plan II Program described in **Appendix A**, and KEDC and BBI will market and sell the KEDC CEO Plan II Program to educators and Institutional Enterprise Clients. BBI will not offer discounts or monetary promotions to encourage participants to enroll in the KEDC CEO Plan II Program without the prior consent of KEDC.

(i) BBI acknowledges that KEDC is the approved program provider for the KEDC CEO Plan II Program pursuant to the EPSB Approval, and BBI does not have independent authority to unilaterally enroll participants in the KEDC CEO Plan II Program without KEDC’s consent. BBI may provide information to raise awareness of the KEDC CEO Plan II Program to potential Program participants and/or their associated educational organizations, but BBI will not engage in any of the following activities without KEDC’s prior written consent:

(i) BBI will not directly enroll any person, district, or educational cooperative in the KEDC CEO Plan II Program without the prior consent of KEDC;

(ii) BBI will not collect any fees from prospective participants for enrollment in the KEDC CEO Plan II Program without the prior consent of KEDC; and

(iii) BBI will defer to KEDC’s authority regarding who may enroll in the KEDC CEO Plan II Program and the number of participants who may enroll in the KEDC CEO Plan II Program at any given time.

(j) If BBI engages in conduct that violates Section (1)(i) above, KEDC has the authority to refuse to enroll and/or cancel the enrollment of any parties involved in such incidents with a full refund of any financial obligations.

2. Definitions.

“**Assessor Certification**” means the certification process required by BBI to certify third parties, including representatives of KEDC, to assess and approve MC Submissions.

“**Capstone Project**” means the culminating capstone project required to be embedded in every Plan II Program by 16 KAR 8:030, Section 4(4). The Capstone Project for the KEDC CEO Plan II Program is administered via a series of micro-credentials.

“**Certified Assessor**” means a person, including representatives of KEDC, certified by BBI to assess and approve MC Submissions.

“**End User**” means a person or entity who accesses PDP Programs on the Platform. End Users may include individual users and organizations, including but not limited to schools, school districts, educational service

centers, state departments of education, and similar entities. For purposes of this Agreement, individual End Users are also referred to as “Program Participants.”

“**Institutional Enterprise Client**” means a school, district, state department of education, or similar educational service centers and educational institutions that enter into a contract with BBI on behalf of its Institutional Enterprise End Users to enable such End Users to access PDP Programs and services on the Platform.

“**Institutional Enterprise End User**” means an End User who is accessing the Platform pursuant to a contract executed by an Institutional Enterprise Client with whom such End User is affiliated.

“**Lead Mentor**” means a mentor approved by KEDC to provide oversight and support for Program Mentors and participants.

“**MC**” means a digital certificate signifying competency in a particular skill, also referenced as a micro-credential.

“**MC Issuer**” means, with respect to each particular MC, the entity that is responsible for the creation of the MC Products.

“**MC Products**” means, with respect to each MC, the MC Resources and the MC Assessment services.

“**MC Cohort Facilitation**” means facilitation services provided by KEDC, BBI, or a third-party facilitator to provide feedback, training, and support to cohorts of End Users engaged on the Platform to earn MCs. As used herein, a “**Cohort**” is a segment of End Users who share a learning goal and facilitation needs, and who are committed to complete a MC or set of MCs by a specified completion date.

“**MC Resources**” means, with respect to each MC, the documents and related materials made available by MC Issuers on the Platform to enable End Users to earn such MC, including all informational, advertising and promotional materials and methodologies relating to the MCs, and any badges or other digital credentials issued.

“**MC Assessment**” means the review of an End User’s MC Submission by (1) a Certified Assessor provided by the MC Issuer, (2) a Certified Assessor provided by BBI (“**Reviewer-As-A-Service**”), or (3) a third-party Certified Assessor to determine whether an MC should be awarded to the End User.

“**MC Submission**” means, with respect to each MC, the materials (including without limitation documents, graphics, audio, and/or video) submitted by an End User through the Platform to demonstrate competency and earn a MC.

“**Micro-endorsement**” means a component of a PDP Program composed of a set of MCs that an End User must earn to obtain the respective endorsement or certification, including all wraparound preparation materials, instructions, and readiness prompts.

“**Program Mentor**” means a mentor assigned by KEDC to guide Program Participants through the KEDC CEO Plan II Program.

“**Reviewer-As-A-Service**” means the MC Assessment service offered by BBI to MC Issuers to provide the assessment of MC Submissions to determine whether an MC should be awarded to the End User (“**RaaS**”).

“**Service Term**” means the Initial Term and, if applicable, the Renewal Term during which KEDC has agreed to offer PDP Programs on the Platform, as defined in Section 11.

“**Third-Party Licensed Program**” means a customized version of the KEDC CEO Plan II Program that is substantially similar to the KEDC CEO Plan II Program in content and rigor but has been modified for implementation by a third-party organization (including, but not limited, to educational service centers) and approved by the EPSB under the rules governing the Plan II Continuing Education Option for rank change in 16 KAR 8:030. For purposes of this Agreement, a Third-Party Licensed Program is considered “substantially similar to the KEDC CEO Plan II Program in content and rigor” if it contains all of the key program components outlined in **Appendix A**.

“**Users**” means KEDC’s employees and contractors who are authorized to use the Platform on behalf of KEDC and have been supplied user identifications and passwords by KEDC (or by BBI at KEDC’s request).

2. Provision of Platform and Professional Services.

2.1 Provision of Platform. BBI will make the Platform available to KEDC to enable KEDC to offer PDP Programs to End Users during the Service Term consistent with the Terms set forth herein. The Platform may be changed or updated from time to time by BBI.

(a) BBI will ensure that the Platform is available to KEDC and performs substantially in accordance with the specifications and will use commercially reasonable efforts to maintain the security of the Platform.

(b) Additionally, BBI will provide online and email support services to KEDC and End Users accessing KEDC’s PDP Program Content on the Platform during normal business hours (between the hours of 9am to 5pm EST on business days). BBI may access KEDC’s User accounts to respond to service or technical problems.

(c) KEDC’s use of the Platform shall be subject to BBI’s Privacy Policy and Security Policy, which may be viewed on BBI’s website at <https://bloomboard.com/privacy-policy> and <https://edreflect.com/sp.html>, which are incorporated into and made part of these Terms. BBI reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Notwithstanding anything to the contrary, BBI may use and distribute statistics based on KEDC usage as aggregated with BBI’s other clients’ data for marketing and other purposes. BBI may also send email communications to KEDC’s Users regarding BBI’s suite of services.

(d) The Platform may be changed or updated from time to time. Any materially significant changes will be communicated to KEDC and End Users no less than fourteen (14) days prior to the changes taking effect. BBI shall take commercially reasonable efforts to ensure that any such changes do not adversely affect the navigability of the Platform for currently enrolled End Users.

3. Use of BBI Platform to Deliver PDP Programs.

3.1 PDP Program Implementation. KEDC and BBI will work together to refine and implement the KEDC CEO Plan II Program (Appendix A). If mutually agreed upon, the Parties may revise the KEDC CEO Plan II Program, and seek EPSB approval of any revisions, without requiring any amendment to this Agreement.

3.2 Third-Party Licensed Programs. KEDC authorizes BBI to work with third-party organizations to design and deliver customized versions of the KEDC CEO Plan II Program, provided such programs are substantially similar to the KEDC CEO Plan II Program in content and rigor and are approved by the EPSB under the rules governing the Plan II Continuing Education Option for rank change in 16 KAR 8:030. BBI and/or the respective third parties are responsible for preparing the application materials and obtaining all required approvals from EPSB for such Third-Party Licensed Programs. BBI shall submit a copy of the draft application materials for each proposed Third-Party Licensed Program to KEDC prior to EPSB submittal to enable KEDC to confirm that the proposed program(s) are substantially similar to the KEDC CEO Plan II Program in content and rigor. KEDC shall provide comments regarding each proposed program within ten (10) business days of receipt of the draft application materials. After the close of the 10-day comment period, BBI and the third party(ies) are authorized to submit the application materials to EPSB. KEDC is neither required nor obligated to provide any services, oversight, or support for such Third-Party Licensed Programs. Provided, however, every Third-Party Program shall be required to use the CUBE organizational tool developed by KEDC, and KEDC will provide CUBE support to third parties as needed.

3.3 PDP Program Promotion. KEDC and BBI will work together to develop an agreed-upon coordinated marketing and implementation plan to promote the KEDC CEO Plan II Program. KEDC and BBI may partner with other educational organizations in Kentucky to authorize such organizations to offer the KEDC CEO Plan II Program to their members. In such instances, KEDC and BBI will execute an agreement with each organization specifying the terms by which they may offer the KEDC CEO Plan II Program to their members. BBI's marketing of the KEDC CEO Plan II Program shall be governed by the following:

(a) BBI acknowledges that KEDC is the approved program provider for the KEDC CEO Plan II Program pursuant to the EPSB Approval, and BBI does not have independent authority to unilaterally enroll participants in the KEDC CEO Plan II Program without KEDC's consent. BBI may provide information to raise awareness of the KEDC CEO Plan II Program to potential Program participants and/or their associated educational organizations, but BBI will not engage in any of the following activities without KEDC's prior written consent:

(i) BBI will not directly enroll any person, district, or educational cooperative in the KEDC CEO Plan II Program without the prior consent of KEDC,

(ii) BBI will not collect any fees from prospective participants for enrollment in the KEDC CEO Plan II Program without the prior consent of KEDC, and

(iii) BBI will defer to KEDC's authority regarding who may enroll in the KEDC CEO Plan II Program and the number of participants who may enroll in the KEDC CEO Plan II Program at any given time.

(b) If BBI engages in conduct that violates Section 3.3(a) above, KEDC has the authority to refuse to enroll and/or cancel the enrollment of any parties involved in such incidents with a full refund of any financial obligations.

(c) If BBI is presenting materials (e.g. PowerPoint slide decks, promotional fliers, promotional emails, and similar marketing materials) to raise awareness of the KEDC CEO Plan II Program to potential Program participants and/or their associated educational organizations, BBI shall obtain KEDC approval of any such materials prior to presenting the materials to prospective participants.

3.4 Content Hosting and Fulfillment. BBI will host the micro-credential components of the KEDC CEO Plan II Program and provide End Users with access to the micro-credential components of the KEDC CEO Plan II Program during the Service Term of this Agreement.

3.5 Licenses. Pursuant to the terms of this Agreement, BBI grants a limited license to KEDC and KEDC's End Users to access and use the BBI Platform to engage in the KEDC CEO Plan II Program (the "**Platform License**"). In addition, prior to engaging in the KEDC CEO Plan II Program, each End User must purchase a limited license to use the KEDC CEO Plan II Program content (the "**Program License**"). BBI may charge license, subscription, or similar program fees to enable End Users to access the PDP Programs on the BBI Platform, and such fees shall be subject to revenue sharing with KEDC pursuant to Section 5, below.

3.5 Customer Service Responsibilities.

(a) BBI's Customer Service Responsibilities.

(i) BBI will provide Certified Assessors to assess all MC Submissions submitted by End Users engaging in the KEDC CEO Plan II Program via BBI's RaaS service. By electing to use RaaS, KEDC gives BBI full authority over the MC Assessment process for all MC Submissions submitted by End Users engaging in the KEDC CEO Plan II Program. BBI guarantees that each MC Assessment assigned to a RaaS Assessor will be completed within five (5) business days of the date on which BBI assigns the MC Assessment to the Assessor, not including weekends or national holidays. If requested by KEDC, BBI shall provide monthly reports containing data regarding all MC Assessments conducted using RaaS. Such reports may include information such as the number of MC Assessments conducted and the aggregate earn / deny rates for each MC.

(ii) BBI will provide Certified Facilitators for cohorts of End Users who contract with BBI to engage in the KEDC CEO Plan II Program.

(iii) BBI will be responsible for first-line customer support relating to End User access to the KEDC CEO Plan II Program, MC submissions, MC Assessments, and feedback concerning experiences with BBI's personnel, policies or processes.

(iv) BBI will perform the obligations set forth in this section in accordance with BBI's standard policies. KEDC will refer customer issues to BBI in a timely, professional and courteous manner and at the applicable "Contact BloomBoard" form, email address and/or phone number provided for such purpose by BBI. In performing customer service, BBI will always present itself as a separate entity from KEDC.

(v) When requested by KEDC, BBI will provide aggregated data regarding End User engagement in the KEDC CEO Plan II Program, as well as access to portfolio content and assessment results for individual participants, to KEDC. KEDC shall use such End User data in a manner consistent with Section 6.3 of this Agreement to monitor program success and to carry out its obligations to support participants in the KEDC CEO Plan II Program.

(b) KEDC's Customer Service Responsibilities. Unless provided otherwise elsewhere in these Terms, KEDC will be solely responsible for all customer service issues relating to: (i) Feedback concerning any End User experiences with KEDC's customer support personnel, policies or processes; and (ii) Feedback concerning any professional services offered by KEDC in support of Cohorts of End Users engaging in the KEDC CEO Plan II Program, including any MC Cohort Facilitation services offered by KEDC.

3.6 KEDC's User Accounts. KEDC is responsible for all activities that occur under KEDC's User accounts. KEDC will: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and notify BBI promptly of any such unauthorized use; and (ii) comply with all applicable local, state, federal, and foreign laws in using the Platform.

3.7 Platform Guidelines. KEDC will use the Platform solely for its internal business purposes as contemplated by these Terms and will not use the Platform to: (i) send spam or any other form of duplicative and unsolicited messages other than marketing and promotional messages to KEDC's customers and prospective customers as contemplated by the Platform; (ii) harvest, collect, gather, or assemble information or data regarding End Users without their consent; (iii) knowingly transmit through or post on the Platform unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (iv) knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (v) knowingly interfere with or disrupt the integrity or performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform, computer systems, or networks related to the Platform; or (vii) harass or interfere with another user's use and enjoyment of the Platform.

4. DMCA Copyright Policy. BBI operates the Platform in compliance with 17 U.S.C. §512 and the Digital Millennium Copyright Act ("DMCA," <http://www.loc.gov/copyright/legislation/dmca.pdf>). It is our policy to respond to any infringement notices and take appropriate actions under the DMCA and other applicable intellectual property laws. It is the policy of BBI to promptly process and investigate notices of alleged copyright infringement, and take appropriate actions under the DMCA. BBI expects all of the users of its Platform to comply with applicable copyright laws. However, if BBI is notified of a claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond appropriately, which may include removing or disabling access to the material that is claimed to be infringing. BBI will follow the procedures outlined in the DMCA with regard to appropriate notifications of the users and the complaining party, acceptance of counter notifications, and, where indicated, "putback" of the alleged infringing material. Where it has been clearly established that a user is a repeat offender, BBI may, in its sole discretion, terminate that user's account. Pursuant to the DMCA, BBI has designated an agent to receive notification of alleged copyright infringement occurring on the Platform. If any copyright holder believes that copyrighted work is being infringed on the Platform, they are instructed to notify our designated agent at: info@bloomboard.com.

5. License Fees, Mentor Stipends, Revenue Share, & Payment.

5.1 License Fees. When an Institutional Enterprise Client and/or individual End User purchases a Program License for the KEDC CEO Plan II Program or a Third-Party Licensed Program from BBI, BBI will establish a Platform account for each End User following receipt of the license fee due to BBI for each End User ("**Program License Fee**"). The Program License Fee shall be paid by the Institutional Enterprise Clients and/or the individual End Users. KEDC will receive a revenue share of the Program License Fees collected by BBI for the KEDC CEO Plan II Program and the Third-Party Licensed Programs pursuant to Section 5.3 of this Agreement.

(a) **KEDC CEO Plan II Program License Fee.** BBI agrees to charge an agreed upon Program License Fee per End User for the KEDC CEO Plan II Program for the Initial Term of original Agreement, which ends on March 5, 2022. BBI may increase the Program License Fee for the for the KEDC CEO Plan II Program at any time during the Renewal Terms by providing thirty (30) days written notice to KEDC prior to the effective date of any such increase.

(b) **Third-Party Licensed Program License Fee.** BBI agrees that the Program License Fee for Third-Party Licensed Programs will be equal to or greater than to the Program License Fees for the KEDC CEO

Plan II Program. Furthermore, BBI agrees that the Program License Fee for Third-Party Licensed Programs will be the same for like-kind organizations (e.g. the Program License Fee for programs operated by all other educational cooperatives shall be the same, and the Program License Fee for programs operated by districts shall be the same).

5.2 Mentor Stipends.

(a) End Users engaging in the KEDC CEO Plan II Program shall use a mentor to guide them through the KEDC CEO Plan II Program (“**Program Mentor**”). The Program Mentor shall be eligible to receive a stipend as compensation for the mentoring services provided to each End User (“**Mentor Stipend**”). BBI shall pay the Mentor Stipends to each Program Mentor in installments when their mentee(s) reach Program milestones. The terms governing the amount and timing of payment of Mentor Stipends shall be specified in an agreement executed by BBI and each Program Mentor. The Program Mentors may be provided by KEDC, BBI, the End User’s District, and/or an alternative educational service center or similar organization.

(b) If a district or educational organization wishes to offer the KEDC CEO Plan II Program to its educators, but does not wish to obtain EPSB approval to host the Program as a Third-Party Licensed Program, KEDC may require the organization to provide the Lead Mentors, depending upon the number of Program Participants to be enrolled by the organization. These Lead Mentors will act as agents for KEDC to manage the hosting organization’s KEDC CEO Plan II Program, including oversight and support of the Program Mentors and participants. Lead Mentors will receive a stipend based upon the number of Program Mentors and participants they are assigned to oversee each year (“**Lead Mentor Stipend**”). Lead Mentor Stipend payments shall be calculated on an annual basis and shall be contingent upon the Leader Mentor’s continued supervision of a minimum number of Program Mentors and Program Participants, as determined by BBI and KEDC. The terms governing the amount and timing of payment of Lead Mentor Stipends shall be specified in an agreement executed by BBI and each Lead Mentor.

5.3 Revenue Share and KEDC Administrative Fee.

(a) **KEDC Administrative Fee.** BBI will pay a flat rate administrative fee to KEDC in the amount of \$150 per End User for every End User who purchases a Program License to enroll in the KEDC CEO Plan II Program after March 31, 2021 (the “**KEDC Administrative Fee.**”) In the case of End Users who purchase a Program License to enroll in a Third-Party Licensed Program, this KEDC Administrative Fee will cover the cost of the third party’s use of KEDC’s CUBE tool.

(b) **Revenue Share of Program License Fee.** When BBI collects the Program License Fee from an Institutional Enterprise Client and/or an individual End User for the KEDC CEO Plan II Program, BBI will pay a revenue share to KEDC in the amount of ten percent (10%) of the Net Program Fees collected by BBI (“**KEDC Revenue Share**”). The KEDC Revenue Share does not apply to Program Licenses purchased through a Third-Party Licensed Program. Such programs are subject only to the Third-Party Licensed Program Revenue Share described in Section 5.3(c). As used herein, the “**Net Program Fees**” shall be defined as the Program License Fees collected by BBI from participants enrolled in the KEDC CEO Plan II Program, minus any Mentor Stipends to be paid by BBI to Program Mentor(s) designated to support End User(s) engaging in the KEDC CEO Plan II Program (including any Lead Mentors), and minus the KEDC Administrative Fee. *[For Example: \$6,050 Program License Fee minus \$1,000 Mentor Stipend minus \$150 KEDC Administrative Fee equals \$4,900. 10% of \$4,900 equals \$490 KEDC Revenue Share due to KEDC for each End User.]*

(c) **Revenue Share of Third-Party Licensed Program Fees.** BBI will pay a revenue share to KEDC in an amount equal to a percentage of the Net Third-Party Licensed Program Fees collected by

BBI from participants enrolled in Third-party Licensed Programs (“**Third-Party Licensed Program Revenue Share**”). The percentage due to KEDC for the Third-Party Licensed Program Revenue Share will vary depending upon the roles of the third party(ies) (e.g. an educational cooperative, a district, or a combination of both), as set forth in **Appendix B**. BBI will also pay a revenue share to each third-party organization, and such revenue share amounts shall vary depending upon the roles of the third party(ies) but be consistent across like-kind organizations (e.g. the revenue share paid to all other educational cooperatives shall be the same and the revenue share paid to districts shall be the same), as set forth in **Appendix B**. As used herein, the “**Net Third-Party Licensed Program Fees**” shall be defined as any Program License Fees collected by BBI from participants enrolled in a Third-Party Licensed Program, minus any Mentor Stipends to be paid by BBI to Program Mentor(s) designated to support End User(s) engaging in the Third-Party Licensed Program, and minus the KEDC Administrative Fee. The Third-Party Licensed Program Revenue Share and the KEDC Administrative Fee are the only fees due to KEDC for Third-Party Licensed Programs. Per Section 3.2, KEDC is neither required nor obligated to provide any services, oversight, or support for such Third-Party Licensed Programs.

5.4 Taxes. Any fees payable by KEDC to BBI under these Terms or a SOW are exclusive of any applicable taxes, and KEDC will be responsible for paying any of KEDC’s taxes imposed on such fees, if any. The Parties acknowledge that KEDC is a tax-exempt organization.

5.5 Invoicing & Payment.

(a) BBI will remit the fees due to KEDC pursuant to Section 5.3 no later than thirty (30) days following the close of the month in which BBI has collected the fees.

(b) Prior to releasing payment, BBI may be required to collect additional information to comply with tax laws. All payments made under these Terms will be in United States dollars.

5.6 Minimizing Impact.

(a) If BBI concludes that KEDC’s actions and/or performance in connection with these Terms may result in customer disputes, chargebacks or other claims, then BBI may, in BBI’s sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to KEDC under these Terms pending completion of any investigation(s) regarding KEDC’s actions and/or performance in connection with the Terms.

(b) If KEDC concludes that BBI’s actions and/or performance in connection with these Terms may result in customer disputes, chargebacks or other claims, then KEDC, in KEDC’s sole discretion, delay initiating marketing, enrollment, cohort launches, mentor orientation and any other work in partnership with BBI under these Terms pending completion of any investigation(s) regarding BBI’s actions and/or performance in connection with the Terms.

6. Proprietary Rights.

6.1 Reservation of Rights.

(a) BBI owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos (including but not limited to BloomBoard, FormativeLearning and FormativeTeaching); (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information used to provide the Platform, and/or conceived or developed under or in connection with any SOW (collectively “**BBI Technology**”),

and all intellectual property rights therein ("**BBI IP Rights**"). Other than as expressly set forth in these Terms, no license or other rights in the BBI IP Rights are granted to the KEDC, and all such rights are hereby expressly reserved.

(b) KEDC owns all rights, title of interest in and to (i) its trademarks, trade names, domain names and logos; (ii) audio and visual information, documents, software, and other works of authorship, and other technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information conceived or developed by KEDC (collectively "**KEDC Technology**"), and all intellectual property rights therein ("**KEDC IP Rights**"). Other than as expressly set forth in these Terms, no license or other rights in the KEDC IP Rights are granted to BBI, and all such rights are hereby expressly reserved. BBI will not (i) modify, copy or make derivative works based on any KEDC Technology; or (ii) disassemble, reverse engineer, or decompile any KEDC technology.

6.2 License Grants.

(a) Subject to these Terms, BBI grants KEDC and its Users a non-exclusive, non-transferable, non-sublicenseable right during the Service Term to access and use the Platform for the purpose for which it is made available to KEDC and otherwise in accordance with these Terms. KEDC will not (i) modify, copy or make derivative works based on the BBI Technology; or (ii) disassemble, reverse engineer, or decompile any of the BBI Technology.

(b) The KEDC CEO Plan II Program developed for KEDC includes content owned by BBI and/or third parties. All such content remains the sole property of BBI and/or the applicable third party. Pursuant to this Agreement, KEDC authorizes BBI to incorporate the KEDC CEO Plan II Program content into Third-Party Licensed Programs to ensure that such Programs are substantially similar to the KEDC CEO Plan II Program in content and rigor, and BBI shall pay the Third-Party Licensed Program Revenue Share and the KEDC Administrative Fee described in Section 5.3 to compensate KEDC for the third parties' use of the KEDC CEO Plan II Program content and the CUBE tool. The Parties agree that neither Party will develop any alternative CEO Plan II programs with micro-credentials developed by entities other than BBI without the written consent of the other Party. The Parties acknowledge that Section 3.2 of this Agreement constitutes KEDC's written consent authorizing BBI to develop Third-Party Licensed Programs consistent with all terms set forth herein.

6.3 Data and Communications. BBI and KEDC will: (a) at all times comply with all laws, including any law related to the use of any End User information and data; and (b) comply with any applicable policies posted on the BBI websites regarding use the Platform and customer data. BBI is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network KEDC or End Users may utilize, including without limitation in connection with the provision of the Platform; or the backup of any of KEDC's files or data. KEDC will not directly or indirectly: (a) disclose or convey any End User data, portfolio content, or assessment results (except as necessary for KEDC to perform KEDC's obligations under these Terms, and provided that KEDC ensures that every recipient uses the information only for such purpose and complies with the restrictions applicable to KEDC related to that information); (b) use any End User data, portfolio content, or assessment results for any marketing or promotional purposes in any way inconsistent with BBI's or KEDC's privacy policies or applicable law; (c) contact an End User that has ordered PDP Program Content that has not yet been delivered with the intent to collect any amounts in connection therewith or to influence such End User to make an alternative purchase; or (d) disparage BBI, or any of BBI's products or services.

6.4 Suggestions, Ideas and Feedback. BBI will have the right to use or act upon any agreed upon suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by

KEDC or any other party relating to the Platform to the extent it does not constitute Confidential Information of KEDC.

6.5 Promotional Material. Parties will be permitted to use each other's name and logo on the parties respective websites, in testimonial content, in press releases, and within marketing materials. With each other's prior consent, parties may issue press releases relating to these Terms. As set forth in Section 3.3, if BBI is presenting materials (e.g. PowerPoint slide decks, promotional fliers, promotional emails, and similar marketing materials) to raise awareness of the KEDC CEO Plan II Program to potential Program participants and/or their associated educational organizations, BBI shall obtain KEDC approval of any such materials prior to presenting the materials to prospective participants.

7. Confidentiality.

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all information of a party ("**Disclosing Party**") that the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("**Receiving Party**"), including without limitation these Terms, the BBI Technology, the Platform, business and marketing plans, pricing information, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information will not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

7.2 Protection. Each party will not disclose the other party's Confidential Information, or use the other party's Confidential information for any purpose other than to perform its obligations or exercise its rights under these Terms, and will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information.

7.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure.

7.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms. BBI represents and warrants that it will provide the Platform in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Platform will perform substantially in accordance with the specifications under normal use and circumstances and will have a level of uptime,

transaction response time, and technical support response time that is better or as good as that provided to BBI's other clients.

8.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BBI MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BBI HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1 Indemnification by BBI. Subject to these Terms, BBI will defend, indemnify, and hold KEDC harmless against any loss or damage (including without limitation reasonable attorney's fees) incurred in connection with claims, demands, suits, or proceedings made or brought against KEDC by a third party alleging that BBI's Technology powering the Platform infringes the intellectual property rights of a third party; provided, that KEDC (a) promptly gives written notice of the claim to BBI; (b) gives BBI sole control of the defense and settlement of the claim (provided that BBI may not settle or defend any claim unless it unconditionally releases KEDC of all liability); and (c) provides to BBI, at BBI's cost, all reasonable assistance. BBI will have no obligations to KEDC under this Section 9.1 to the extent such claims arise from KEDC's or its Users' breach of these Terms or from the combination of the Platform with any of KEDC's products, services, hardware or business processes. If any claim is made or, in BBI's sole judgment, is likely to be made, BBI may, at its discretion, either: (i) procure for KEDC the right to continue to use the Platform, as such use is specifically provided for in these Terms, (ii) replace or modify the Technology to avoid infringement, or (iii) terminate these Terms upon written notice to KEDC, and refund any paid but unused fees to KEDC.

9.2 Indemnification by KEDC. Subject to these Terms, KEDC will defend, indemnify, and hold BBI harmless against any loss or damage (including without limitation reasonable attorney's fees) incurred in connection with claims made or brought against BBI by a third party (i) alleging that the PDP Program Content, or the use thereof by either party solely in accordance with these Terms, has caused harm to a third party or infringes the intellectual property rights, privacy rights, or publicity rights of a third party, or (ii) arising from KEDC's use of the Platform (other than the claim against which BBI is obligated to indemnify KEDC as set forth in Section 9.1), including but not limited to the sale or purchase of PDP Program Content; provided, that BBI (a) promptly gives written notice of the claim to KEDC; (b) gives KEDC sole control of the defense and settlement of the claim (provided that KEDC may not settle or defend any claim unless it unconditionally releases BBI of all liability); and (c) provides to KEDC, at KEDC's cost, all reasonable assistance. KEDC will have no obligations to BBI under this Section 9.2 to the extent such claims arise from BBI's breach of these Terms or KEDC's use of KEDC Data as authorized and contemplated by these Terms.

10. Limitation of Liability and Action.

10.1 Limitation of Liability. IN NO EVENT WILL BBI HAVE ANY LIABILITY TO COMPANY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY WHETHER OR NOT BBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL BBI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$100,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM COMPANY FOR THE

SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

10.2 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of these Terms may be commenced by either party more than two (2) years after the expiration of the Service Term.

11. Service Term & Termination.

11.1 Initial Term. These Terms commence on the date of execution and will continue for a period of one (1) year ("**Initial Term**").

11.2 Renewal Term. Following the Initial Term, these Terms will automatically renew for successive one-year terms, unless either party provides written notice to the other party of its intention to terminate no later than ninety (90) days prior to the last day of the subject term.

11.3 Termination for Cause. A party may terminate these Terms for cause: (i) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4 Termination for Convenience. A party may terminate these Terms for any reason at any time upon ninety (90) days written notice to the other party.

11.5 Effect of Termination. Upon termination (with the exception of termination for cause by BBI pursuant to Section 11.3), each Party will be entitled to any fees due for transactions occurring prior to the date of termination. Institutional Enterprise Clients and/or individual End Users who have purchased Program Licenses prior to the date of termination shall continue to have access to KEDC's PDP Program Content for the full term of the license. If, as a result of termination, an End User is unable to complete the KEDC CEO Plan II Program due to circumstances that are directly attributable to the actions of BBI, BBI shall refund such End User the full amount of the Program License Fees paid by the End User.

11.6 Surviving Provisions. The following provisions will survive the termination or expiration of these Terms for any reason and will remain in effect after any such termination or expiration: Sections 1, 6.1, 6.3 (as pertaining to ownership), 6.4, 7, 9, 10, 11.5, 11.6, and 12.

11.7 Amendments. A party may request a revision or amendment to these Terms at any time. The parties shall resolve requested revisions and/or amendments within 30 days of a request being made.

12. General Provisions.

12.1 Relationship of the Parties. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12.2 No Benefit to Others. The representations, warranties, covenants, and agreements contained in these Terms are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

12.3 Notices. All notices under these Terms will be in writing and will be delivered to the address of the KEDC account by means evidenced by a delivery receipt, by facsimile, or by email. Notice will be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48

hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to BBI will be addressed to the attention of its CEO, with a copy to its General Counsel.

12.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability. If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision will be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate these Terms by notice to the other party.

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign these Terms, without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets which does not involve a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under these Terms in breach of this Section 12.6 will be void and of no effect. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Governing Law. These Terms will be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Kentucky, without regard to its conflict of laws provisions.

12.8 Venue. The federal and state courts located in Kentucky will have jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

12.9 Export Control Laws. Each party will comply with all United States and foreign export control laws or regulations applicable to its performance under these Terms.

12.10 Entire Agreement and Construction. These Terms, all related Sales Orders, and any attached SOW constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of these Terms. Except as contemplated to the contrary herein with respect to order forms, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. In the event of any conflict between the provisions in these Terms, any related Sales Order, and any attached SOW, the terms of the SOW will take first precedence, then the Sales Order will take second precedence, and these Terms will take third precedence.

12.11 Force Majeure. Neither party will be deemed in breach of these Terms if the failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or labor problems, computer, internet, or telecommunications failures, delays or network intrusions, or denial of service attacks.

BloomBoard, Inc. DocuSigned by:
Signature: Jason Lange
D14B76C988C8456...
By: Jason Lange
Title: Founder and President
Date: 2/28/2022

KEDC
Signature: _____
By: _____
Title: _____
Date: _____

APPENDIX A

KEY ELEMENTS OF KEDC CEO PLAN II PROGRAM & THIRD-PARTY LICENSED PROGRAMS

Job-Embedded Professional Learning Experience:

- Each program shall require participants to participate in a job-embedded professional learning experience consistent with 16 KAR 8:030 Section 4(2). As part of this professional learning experience, each participant shall be required to earn a total of 21 micro-credentials using the submission, collaboration, and assessment tools on the BBI Platform. The micro-credentials shall include:
 - Twelve (12) required foundation micro-credentials,
 - Eight (8) personalized choice micro-credentials organized into key focus areas (e.g., blended learning, computer science, etc.), and
 - A Capstone (four micro-credential equivalent).

Program Mentors:

- Each program shall include mentoring of all program participants and oversight by the program provider consistent with 16 KAR 8:030 Section 4(3). Each program provider shall assign Program Mentors to work with participants to guide each participant's progress throughout the program, provide feedback, support the capstone project, and ensure that each participant submits sufficient evidence aligned to the 10 Kentucky Teacher Standards. Program Mentors shall spend a minimum of 40 hours in support of each participant's experience over the course of the program (including synchronous meetings, time spent reviewing videos and artifacts, etc.).
- Each Program Mentor shall be compensated in the form of Mentor Stipends for their mentoring services, and the amount and timing of payment of the Mentor Stipends shall be set forth in an agreement executed by BBI and each Program Mentor.

Capstone Project:

- Each program shall require participants to complete a Capstone Project consistent with 16 KAR 8:030 Section 4(4) and (5). The Capstone Project shall be a culminating product derived from participation in the job-embedded professional learning experiences of the program. Over the course of the program participants shall be required to identify an area for improvement within their grade level team, school, community, student body, etc. Upon identifying the area for improvement, participants shall be required to earn 3 micro-credentials designed to plan and then lead an effort aimed at creating positive change in the system to address the issue.

KEDC C.U.B.E. (Curating, Understanding and Building Evidence) Tool:

- Each program shall use the KEDC C.U.B.E tool to house mentor logs, allow for collaboration between mentors and participants, and enable the alignment of artifacts and professional learning opportunities to the 10 Kentucky Teacher Standards as required by 16 KAR 8:030 Section 4.

Program Provider Recommendation:

- Each program provider shall be responsible for submitting a final recommendation to the Kentucky Education Professional Standards Board (EPSB) for Rank Change approval for each participant who successfully completes the provider's program.

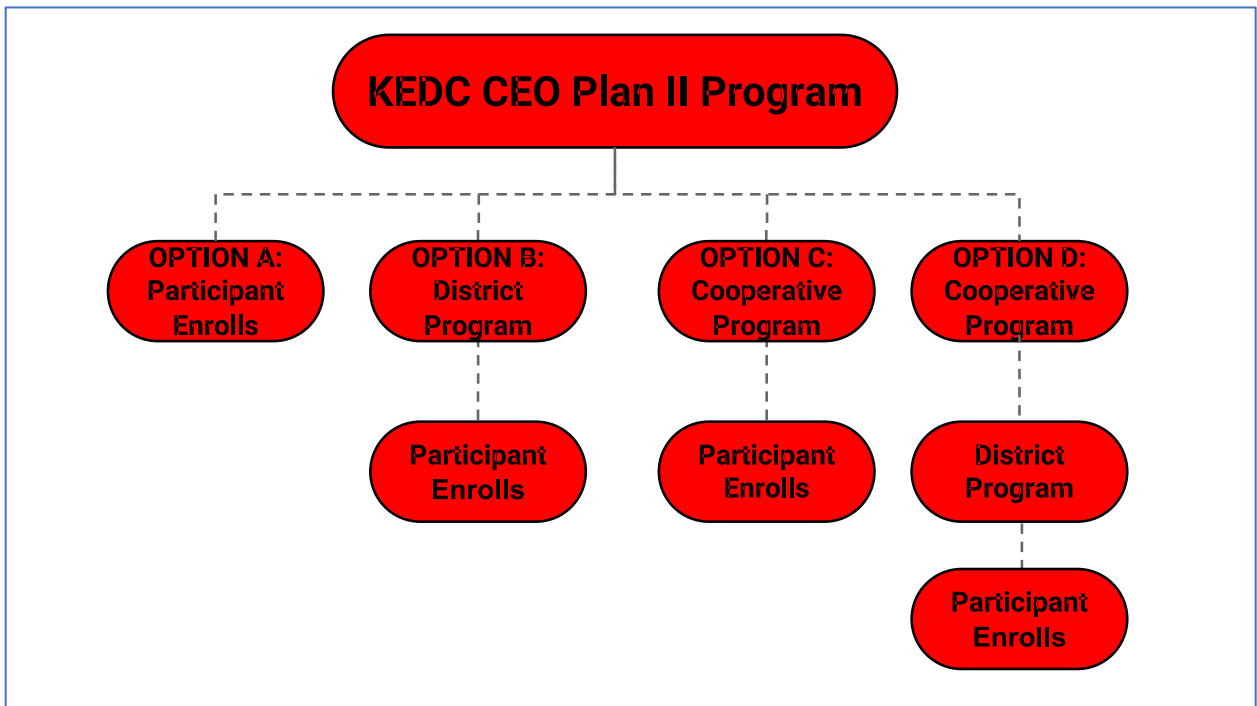
Timeline:

- Each program shall require participants to complete the program components in no less than one (1) year and no more than four (4) years.

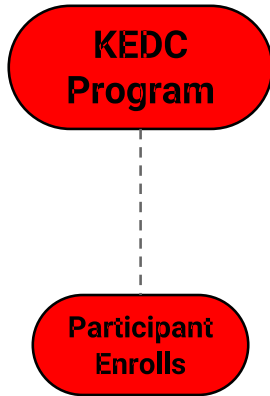
APPENDIX B

KEDC CEO PLAN II FINANCIAL STRUCTURES

CEO Plan II Financial Structures



OPTION A: Participant Enrolls Directly in KEDC CEO Plan II Program



Fee Structure:

KEDC receives 10% of participant fees after Mentor Stipends and KEDC Administrative Fees are deducted.

Example Based on Current Fees:

Program Cost: \$6,050 per participant
Deduct \$1,000 Mentor Stipend
Deduct \$150 KEDC Administrative Fee
 Balance: \$4,900

KEDC 10% Revenue Share: \$490

OPTION B: Participant Enrolls in District Third-Party Licensed Program

In this structure, a District uses the KEDC Program as a template and obtains EPSB approval of a District Program. The District is responsible for overseeing the District Program, supporting participants, completing all paperwork with EPSB, and recruiting and assigning mentors. KEDC will provide initial training and periodic support to District staff regarding District Program implementation.

Fee Structure:

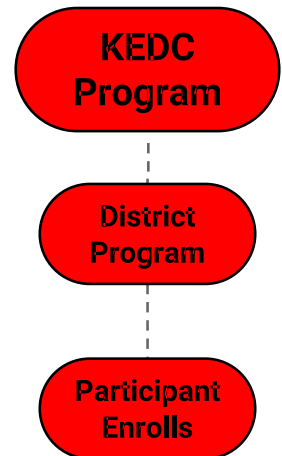
District and KEDC receive 7% and 3% respectively of participant fees after Mentor Stipends and KEDC Administrative Fees are deducted.

Example Based on Current Fees:

Program Cost: \$6,050 per participant
Deduct \$1,000 Mentor Stipend
Deduct \$150 KEDC Administrative Fee
 Balance: \$4,900

District 7% Revenue Share: \$343

KEDC 3% Revenue Share: \$147



OPTION C: Participant Enrolls in Cooperative Third-Party Licensed Program



In this structure, another educational service cooperative (“Coop”) uses the KEDC Program as a template and obtains EPSB approval of a Coop Program. The Coop is responsible for overseeing the Coop Program, supporting participants, completing all paperwork with EPSB, and recruiting and assigning mentors. KEDC will provide initial training and periodic support to Coop staff regarding Coop Program implementation.

Fee Structure:

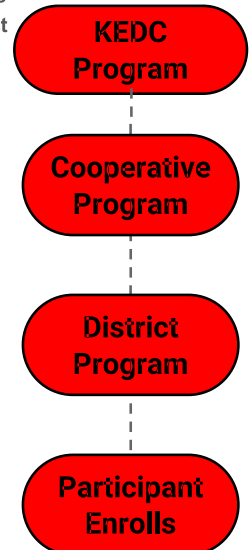
Coop and KEDC receive 9% and 3% respectively of participant fees after Mentor Stipends and KEDC Administrative Fees are deducted.

Example Based on Current Fees:

Program Cost: \$6,050 per participant
Deduct \$1,000 Mentor Stipend
Deduct \$150 KEDC Administrative Fee
 Balance: \$4,900
 Coop 9% Revenue Share: \$441
 KEDC 3% Revenue Share: \$147

OPTION D: Participant Enrolls in Cooperative→District Third-Party Licensed Program

In this structure, another educational service cooperative (“Coop”) uses the KEDC Program as a template and obtains EPSB approval of a Coop Program. The Coop then authorizes a District to use the Coop Program as a template to obtain EPSB approval of a District Program. The District is responsible for overseeing the District Program, supporting participants, completing all paperwork with EPSB, and recruiting and assigning mentors. The Coop is responsible for providing initial training and periodic support to District staff regarding District Program implementation. KEDC would provide as-needed support to assist the Coop in fulfilling its managerial role with respect to District Program.



Fee Structure:

District, Coop, and KEDC receive 7%, 2.5%, and 2.5% respectively of participant fees after Mentor Stipends and KEDC Administrative Fees are deducted.

Example Based on Current Fees:

Program Cost: \$6,050 per participant
Deduct \$1,000 Mentor Stipend
Deduct \$150 KEDC Administrative Fee
 Balance: \$4,900
 District 7% Revenue Share: \$343
 Coop 2.5% Revenue Share: \$122.50
 KEDC 2.5% Revenue Share: \$122.50