



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is by and between the school, school district or other educational institution identified on the signature page hereto and/or the Order Form referencing this Agreement (“**Educational Institution**”), and Magic School, Inc, with offices at 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA (“**Magic School**”), and is effective as of the date of this Agreement or referencing Order Form has been signed by both parties (the “**Effective Date**”). Educational Institution and Magic School are each referred to herein as a “Party” and collectively the “Parties.”

Acknowledgement for state school systems: If Educational Institution is a public school or public school district, Magic School acknowledges that mandatory state law may limit or supersede certain terms and conditions herein and the Parties acknowledge and agree that such state law will control over and to the extent of any conflicting provisions of this Agreement.

1. Definitions

- 1.1. “*Magic School Intellectual Property*” means Magic School’s proprietary technology, including the Services and Documentation, websites, software tools, hardware designs, algorithms, software, user interface designs, APIs, architecture, documentation, network designs, know-how, models, and trade secrets, and all intellectual property rights therein and thereto throughout the world (whether owned by Magic School or licensed to Magic School by a third party).
- 1.2. “*Educational Institution Data*” means data provided by or on behalf of Educational Institution and its authorized Users to Magic School for processing by the Services.
- 1.3. “*Documentation*” means the then current version of the help files, knowledge base, and other designated resources for the applicable Services made available on Magic School’s website at www.magicschool.ai.
- 1.4. “*Order Form*” means a subscription order form document entered into by the Parties that sets forth the specifics for Magic School to provide Educational Institution with the Services. Educational Institution and Magic School may enter into multiple Order Forms, if appropriate. Each mutually executed Order Form is incorporated in this Agreement by reference. In the event of a conflict between an Order Form and this Agreement, the terms of the Order Form shall supersede the terms of this Agreement but only as to the subject matter of that order.
- 1.5. “*Services*” means those services ordered by Educational Institution in an Order Form provided by Magic School which may include access to Magic School’s AI platform for educators and students, related support services, and special platform configuration, training, or customization projects.
- 1.6. “*Users*” means individual teachers, staff, contractors, students, parents, and other representatives that Educational Institution authorizes to access and use all or part the Services under the terms of this Agreement. Unless otherwise specified in an Order Form, User accounts are issued on a named user basis to an individual, and a User account may not be used by other Users at the same time nor may login credentials be shared by multiple individual. User accounts may be reassigned from time-to-time using the administrative functions of the Services when a User is no longer expected to be using the account during the remaining term of the subscription.

2. Scope of the Agreement.

- 2.1. *Access and License to Use the Services.* In consideration of payment of the Fees, and subject to the terms and conditions of this Agreement and the applicable Order Form, Magic School

grants to Educational Institution and its authorized Users a world-wide, non-exclusive, royalty-free, non-transferable, non-sublicensable right to access and use the Services during the Term of each Order Form solely for Educational Institution's educational purposes in accordance with the Documentation.

- 2.2. *Restrictions.* Educational Institution agrees that it shall not use, authorize, or knowingly permit use of the Services in a prohibited manner, including any use that: (i) infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person; (ii) violates applicable law, regulations, or the policies of the Educational Institution; (iii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (iv) violates posted content restrictions for any information areas accessible to others; (v) is inconsistent with use for Educational Institution's own internal purposes, such as using the Services to create or offer commercial products or services; (vi) jeopardizes the security of the Services and User accounts (such as sharing login credentials with an unauthorized user); (vii) improperly attempts, in any manner, to obtain the password, account, or other security information from any other User; (viii) introduces viruses or other malware into the networks of either Party or Users; or (ix) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.
- 2.3. *Order Forms and Additional User Subscriptions.* An Order Form is not binding until it is executed by both Magic School and Educational Institution, at which point it, including any referenced schedules and addenda, become incorporated into and part of this Agreement. Additional terms such as pricing and limitations on use of the Services that may be agreed to by the Parties and specified in an Order Form may include, but are not limited to, the number of authorized Users of the Services, the identification and number of Users authorized to request support services directly from Magic School, and the duration of permitted access to Services ordered.
- 2.4. *Passwords.* Educational Institution is solely responsible for its Users selecting secure User passwords, changing passwords frequently, and maintaining the confidentiality of User logons and passwords. Magic School shall not be liable for any losses arising from unauthorized access to the Services(s) or Educational Institution Data that is due to Educational Institution's, or any User's, failure to protect its account through proper maintenance of User logons and passwords.

3. Support, Security and Privacy.

- 3.1. *Support.* Magic School shall make available reasonable online support resources for Educational Institution and its Users through its Help Center and FAQ material available on the Magic School website at www.magicschool.ai. Live chat agents and email/phone support are available for a limited number of designated contacts with Educational Institution's IT department to receive dedicated support and professional learning options during Magic School's ordinary business hours (8 a.m. and 5 p.m. U.S. Mountain Time excluding weekends and US holidays).
- 3.2. *Protection of Educational Institution Data.* Magic School shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Educational Institution Data. At all times, both Magic School and Educational Institution shall use all reasonable efforts to comply with all applicable laws and regulations governing the use and privacy of information ("Privacy Laws"), including, without limitation, the U.S. Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"). Full details of Magic School's privacy commitments with respect to use of the Services are found in its general posted Privacy Policy at <https://www.magicschool.ai/privacy-security/privacy-policy>, its posted Student Data Policy at <https://www.magicschool.ai/privacy-security/student-data-policy>, and its [Student Data Privacy Addendum](#) incorporated herein unless Magic School and Educational Institution have entered

into a separate negotiated data processing addendum that includes reasonably equivalent protections with regard to student data.

- 3.3. *Anonymous Data.* Subject to Magic School's compliance with applicable Privacy Laws, Educational Institution acknowledges and agrees that Magic School is permitted to compile and use statistical or otherwise anonymized, non-personally identifiable information obtained by Magic School's operation of the Services and use or transfer such information for any proper business purposes, provided, however, that such data has been fully de-identified and cannot in any way be traced back to Educational Institution or any Users and does not contain any personally identifiable information. Magic School may also use such fully anonymized information to help train its AI models or use aggregated information publicly to show trends about the general use and performance of the Services.

4. Proprietary Rights.

- 4.1. *Educational Institution Intellectual Property.* As between Magic School and Educational Institution, Educational Institution shall retain all right, title and interest in and to Educational Institution Data and all other Intellectual Property Rights owned or possessed by Educational Institution, subject only to the limited rights of Magic School under this Agreement to use or process Educational Institution Data and systems solely for the purposes of providing Magic School's Services under this Agreement.
- 4.2. *Magic School Intellectual Property.* As between Educational Institution and Magic School, Magic School shall retain all right, title and interest in and to the Magic School Services and Intellectual Property therein, and any changes, derivatives, corrections, configuration, customizations, developments, bug fixes, enhancements, updates and other modifications and improvements thereto created by or for Magic School ("Works"). For the avoidance of doubt, Magic School Intellectual Property shall not include any Educational Institution Intellectual Property, or vice versa.
- 4.3. *Feedback.* Magic School encourages Educational Institution to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources ("**Feedback**"). To the extent Educational Institution provides Feedback, Educational Institution grants Magic School a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction); provided that such Feedback does not identify Educational Institution or any Users or include any designated Educational Institution Data without Educational Institution's prior written consent.

5. Fees and Payment Terms.

- 5.1. Educational Institution will pay Magic School the Fees as set forth on the Order Form (the "**Fees**"). Unless otherwise set forth in the applicable Order Form, Educational Institution will pay all Fees in accordance with the following: (a) Fees are invoiced in advance; (b) the first invoice will coincide with the Order Start Date; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and paid in U.S. dollars. Upon execution by Educational Institution and Magic School's, each Order Form is non-cancellable and non-refundable except as expressly provided in this Agreement.
- 5.2. *Taxes.* Unless Educational Institution is a tax-exempt organization, in which case it will provide a tax exemption certificate if requested by Magic School, Educational Institution will be responsible for all applicable transaction taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties ("**Taxes**"), which Magic School will itemize on invoices if and when applicable.

- 5.3. *Disputes.* Educational Institution will notify Magic School in writing in the event Educational Institution disputes any fees or Taxes paid or payable by Educational Institution under this Agreement. Educational Institution must provide such notice to Magic School prior to the due date of the invoice containing such fees or Taxes due that are in dispute and the parties will work together to resolve the applicable dispute promptly. Any such dispute will be reasonable and made in good and the notice shall detail (a) the amount in dispute, and (b) the reason for the dispute set out in sufficient detail to facilitate investigation by Magic School and resolution by the parties. The parties will work in good faith to resolve any dispute regarding payments due, provided, however, if a dispute is not resolved within thirty (30) days of the due date of the disputed payment, the parties may pursue available remedies under this Agreement and applicable law.
- 5.4. *Purchase Orders.* Notwithstanding any language to the contrary therein, no terms or conditions stated in a Educational Institution purchase order, vendor onboarding process or web portal, or any other Educational Institution order documentation (excluding mutually executed Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. If Educational Institution issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form. Upon request, Magic School shall reference the purchase order number on its invoices, provided, however, that Educational Institution agrees that a failure to issue a purchase order or provide Magic School with the corresponding purchase order shall not relieve Educational Institution of its obligations to provide payment to Magic School pursuant to Section 5.1 above.
- 5.5. *Failure to Pay.* Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection including reasonable attorneys' fees and costs. If any charge owing by Educational Institution is 30 days or more overdue, then without limitation of any of its other rights or remedies, Magic School may suspend performance of those Services until Magic School receives all past due amounts from Educational Institution.
- 5.6. *Future Functionality.* Educational Institution agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Magic School regarding future functionality or features. Educational Institution acknowledges that no representative of Magic School has authority to bind Magic School to any terms or conditions not expressly stated in this Agreement, or the same be amended from time to time a mutually executed amendment to the foregoing.

6. Indemnification

- 6.1. *By Magic School.* Magic School shall defend, indemnify and hold harmless Educational Institution and its officers, directors, employees and agents from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from (i) any infringement, misappropriation or violation of any third party United States patent, trademark, copyright or other intellectual property right by the Services ("**Infringement Claims**"); or (ii) Magic School's failure to comply with its obligations to protect Educational Institution Data under this Agreement. If Magic School believes that any portion of the Services may be subject to such an Infringement Claim, then Magic School may, at its sole option and expense: (A) procure for Educational Institution the right to continue using the Service; (B) modify or replace the infringing portions of the Services to allow for continued use, or if these alternatives are not commercially reasonable refund any unused, prepaid Fees and terminate this Agreement. Notwithstanding the foregoing, the Magic School's indemnification obligations set forth in this Section 6.1 do not apply to, and Magic School will have no obligation to Educational Institution for, any claim to the extent arising from (i) modifications to the Services by anyone other than Magic School, (ii) modifications to the Services based upon specifications furnished by Educational Institution, (iii) Educational Institution's and/or any of its Users' use

of the Services other than as authorized in this Agreement, the Order Form or in the applicable Documentation, (iv) use of the Services in conjunction with third-party software, hardware or data other than that approved by Magic School, (v) Educational Institution's indemnification obligations under Section 6.2, or (vi) any combination of the foregoing.

- 6.2. *By Educational Institution.* Educational Institution shall defend, indemnify and hold harmless Magic School and its officers, directors, employees and agents from and against all third-party claims, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from related to (i) Educational Institution's failure to comply with its obligations under Sections 2.2 of this Agreement, or (ii) allegations that Educational Institution was not authorized or licensed to provide Educational Institution Data to Magic School for processing by Magic School in compliance with the requirements of this Agreement.
- 6.3. *Indemnification Procedures.* As a condition to being indemnified under this Section, the Party seeking indemnification shall: (i) promptly notify the indemnifying Party of the Claim; (ii) allow the indemnifying Party sole control of the defense and settlement of the Claim; and (iii) provide assistance, at the indemnifying Party's expense, in defending or settling the Claim. The indemnifying Party shall (a) keep the indemnified Party informed of and consult with the indemnified Party in connection with the progress of such litigation or settlement and (b) not settle any such Claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

7. Warranties; Disclaimers.

- 7.1. Magic School warrants during the Term of this Agreement that the Services when used as authorized herein will operate in all material respects in accordance with the specifications and descriptions in the Documentation. In the event of failure of the Services under this warranty, as Educational Institution's sole and exclusive remedy, Magic School shall use commercially reasonable efforts to remediate any reported and reproducible defect or error and provide updated Services or a reasonable work-around to Educational Institution within a reasonable period of time, not to exceed thirty (30) days from Magic School's receipt of notice, after which if such defect or error continues despite Magic School's efforts, Educational Institution may terminate this Agreement and receive a refund of any unused prepaid fees.
- 7.2. EXCEPT FOR THE FOREGOING, MAGIC SCHOOL PROVIDES THE SERVICES "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. MAGIC SCHOOL HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY OR ACHIEVEMENT OF RESULTS OR EDUCATIONAL OUTCOMES. WITHOUT LIMITING THE FOREGOING, GIVEN THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, NEITHER MAGIC SCHOOL NOR ANY OF ITS SUPPLIER MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENT CONTAINED IN, GENERATED BY, OR ACCESSED THROUGH USE OF THE SERVICES WHICH EDUCATIONAL INSTITUTION AND ITS USERS USE AT THEIR RISK.

8. Limitation of Liability.

- 8.1. *General Limitation of Liability.* IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST DATA OR PROFITS, WHETHER OR NOT FORESEEABLE.

- 8.2. *Mutual Liability Limits.* EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, AND EDUCATIONAL INSTITUTION'S OBLIGATION TO PAY FEES, AND EXCEPT FOR A PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNTS PAID OR PAYABLE TO MAGIC SCHOOL BY EDUCATIONAL INSTITUTION HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY ("**CAP**"). WITHOUT LIMITING THE FOREGOING, MAGIC SCHOOL SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SERVICES ARISING FROM OR RELATED TO (i) EDUCATIONAL INSTITUTION'S OR ITS USERS' FAILURE TO CONFIGURE THE SERVICES IN CONFORMANCE WITH THE DOCUMENTATION OR (ii) EDUCATIONAL INSTITUTION'S OR ITS USER'S VIOLATION OF PRIVACY LAWS.

9. Term and Termination.

- 9.1. *Term of Agreement.* This Agreement commences on the Effective Date shown in the first Order Form and continues for the period specified in the Order Form ("**Initial Term**"). Upon expiration of the Initial Term, this Agreement and the Order Form will automatically renew for additional one-year periods (each a "**Renewal Term**") unless a Party gives at least thirty (30) days' prior written notice of its intent not to renew prior to the expiration of the then-current Initial Term or Renewal Term. Unless otherwise agreed by the Parties, pricing will be at the then-current standard rates for the Services which Magic School will provide at least sixty (60) days' prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and any Renewal Terms will be collectively referred to herein as the "**Term**".
- 9.2. *Termination for Cause.* A Party may terminate this Agreement for cause: (i) thirty (30) days following written notice to the other Party of a material breach if such material breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Magic School, Educational Institution shall pay any unpaid Fees due for the remainder of the then current Term. In the event Educational Institution terminates Magic School for cause, Magic School will refund on a pro-rata basis any pre-paid unused Fees based on the termination date.
- 9.3. *Events on Termination.* Upon termination of this Agreement for any reason: (i) each Party will promptly cease all use and return or destroy the other's Confidential Information (at the disclosing Party's discretion), (ii) Magic School will terminate access of Educational Institution and its Users to the Services, and (iii) Educational Institution will promptly, but in no event later than 15 days after termination, pay in full all Fees due prior to termination. Provisions of this Agreement that by their nature should survive any termination or expiration of this Agreement shall survive.

10. Miscellaneous

- 10.1. *Publicity.* Educational Institution grants Magic School a limited, non-exclusive, royalty-free, right to use Educational Institution's names, marks, and logos on online pages maintained by Magic School under this Agreement for Educational Institution, and for publicity and marketing to identify Educational Institution as a Magic School customer; provided that Magic School will comply with all trademark guidelines and directions regarding such names, marks, and logos as provided by Educational Institution. Educational Institution may revoke Magic School's permissions to use Educational Institution's names, marks, and logos by emailing hey@magicschool.ai documenting this request.
- 10.2. *Force Majeure.* Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the

reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

- 10.3. *Severability.* If any provision of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the affected provision shall be amended to make it legal and enforceable while preserving its intent.
- 10.4. *Entire Agreement.* This Agreement, including the Order Form, and any incorporated schedules and addenda, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings between the Parties, as well as terms in a pre-printed document such as a purchase order, invoice, statement of work or the like; any such terms shall be considered as proposed additions and are hereby expressly rejected unless agreed to in a writing signed by both parties.
- 10.5. *Modification.* No amendment, modification, supplement or other purported alteration of this Agreement shall be binding upon the Parties unless it is in writing and is signed on behalf of the Parties' authorized representatives.
- 10.6. *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 10.7. *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.
- 10.8. *Notices.* Notices required hereunder shall be effective if delivered by email (effective upon transmission, as evidenced by transmission reports), by courier or delivery service (effective upon delivery), or by first class United States mail, return receipt requested (effective upon receipt), and shall be sent to the addresses shown in the Order Form or as updated by notice.

IN WITNESS WHEREOF, the parties are signing this Master Services Agreement as of the Effective Date.

Magic School, Inc.

"Educational Institution"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____