

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“**License Agreement**”), made on July 1, 2021 (the “**Effective Date**”), between Futuristic Education, LLC, an Oklahoma limited liability company (“**Licensor**”), with offices at _____ and Community Strategies, Inc., an Oklahoma not for profit corporation d/b/a Epic Blended Learning Charter School (“**Licensee**”) of with offices at _____. Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

WHEREAS, Licensor has developed and is the sole and exclusive owner of proprietary software, source code more specifically described on **Exhibit A** attached hereto (the “**Software**”); and

WHEREAS, Licensor desires to grant and Licensee desires to accept a personal, non-transferable and non-exclusive right and license to use the Software upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License.** The license granted under this License Agreement conveys to Licensee a personal, non-exclusive, non-transferable right and license to use the Software in its operation of a charter school system. This License Agreement may not be assigned by Licensee and the Software to which it applies and documents and materials relating thereto may not be sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensor.

2. **Term.** This License Agreement shall commence upon the Effective Date and shall have a term of ten (10) years (the “**Term**”). Unless sooner terminated pursuant to Section 11 hereof, at the end of the Term Licensee shall be deemed to no longer be using the Software and, except as otherwise provided herein, shall have no further obligations hereunder.

3. **Charges.** Licensee agrees to pay Licensor a purchase price of One Million Dollars (\$1,000,000), plus any applicable sales and excise taxes. This purchase price shall be due and payable to Licensor in cash or immediately available funds at the address set forth in the recitals to this Agreement or bank account designated by Licensor in equal installments of Two Hundred Fifty Thousand Dollars (\$250,000) on July 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022.

4. **Disclaimer of Warranty.** Except for any warranty provided to Licensee by Licensor in express, written form, the Software is provided “as is” and Licensor hereby disclaims all warranties, whether express, implied, statutory, or otherwise.

5. **No Duty to Maintain Software.** Licensor shall have no duty to maintain the Software or provide Licensee any developing or programming services, updates, enhancements, and/or improvements in the Software.

6. **Confidential Information.** From time to time during the Term, either Party may

disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Permitted Disclosure.** Licensee may, without the prior written consent of Licensor, disclose the Software to a third-party service provider so that such service provider may maintain, update, enhance, and/or improve the Software.

8. **Intellectual Property Ownership.** Licensee acknowledges that Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software.

9. **Use Restrictions.**

- a. Licensee shall not, and shall not allow any third party to, use the Software for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not, and shall not allow any third party, to at any time, directly or indirectly: (i) copy or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, or adapt the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates

any intellectual property right or other right of any person, or that violates any applicable law.

- b. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- c. Licensee expressly agrees that any use not in accordance with the foregoing is an unauthorized use of the Software.

10. Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any losses resulting from any third-party claim based on Licensee's: negligence or willful misconduct; or (ii) use of the Software in a manner not authorized or contemplated by this Agreement. Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Cancellation or Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party at the address set forth in the recitals of this Agreement, if the other Party materially breaches this Agreement and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with notice of such breach. Within ten (10) days after the termination of this License Agreement for any reason, Licensee shall deliver to Licensor any and all portions of the Software and any information, documents, flow charts, logic diagrams, source code, test materials source code, or the like relating thereto and all copies thereof in whatever form, including partial copies, which may have been modified by Licensee or Licensor. Licensee expressly agrees that provisions of this Section 11 shall survive the termination of this License Agreement.

12. Limitation of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID LICENSOR UNDER THIS AGREEMENT.

13. Miscellaneous.

- a. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the terms of this Agreement shall govern.
- b. Force Majeure. In no event shall Licensor be liable to Licensee, 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 Licensor's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, pandemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; and [(vii) strikes, labor stoppages or slowdowns, or other industrial disturbances.
- c. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.
- d. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- e. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal

suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be brought in the District Court in and for Tulsa County, Tulsa, Oklahoma, or in the United States District Court for the Northern District of Oklahoma, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- f. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of its obligations under this Agreement would cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- g. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the date first above written.

“LICENSOR”

Futuristic Education, LLC

By: _____
Gregory J. Scott, Manager

“LICENSEE”

Community Strategies, Inc.
d/b/a Epic One-on-One Charter School

By: _____
Name: _____
Title: _____

EXHIBIT A
SOFTWARE

The “Software” includes all source code created by Futuristic Education, LLC which facilitates engineering and troubleshooting system integrations and automation utilized by Community Strategies, Inc. or its affiliates on or prior to the Effective Date.