

**THIRD AMENDED AND RESTATED
TECHNOLOGY AND CURRICULUM AGREEMENT**

This Amended and Restated Technology and Curriculum Agreement (this “Agreement”) is effective as of _____ (the “Effective Date”), by and between Learning Matters Educational Group, LLC, an Arizona for-profit limited liability company (“LMEG”) and Thrive Point Academy of Nevada Charter School, Inc., a Nevada non-profit corporation (“TPAN”).

RECITALS

A. LMEG has invested considerable professional time, resources, and expense researching, developing and acquiring educational materials and technology in order to create an educational curriculum which includes, but is not limited to, an online learning platform, curricula, testing, homework, references, workbooks, course packets, individualized programs, websites, software and related items (collectively, the “LMEG Materials”). The educational curriculum is designed to meet the needs of particular learning levels and courses in an online or offline education environment which meets the academic achievement proficiency standards as is required and outlined by the Nevada State Board of Education for grades nine through twelve.

B. LMEG has acquired or may acquire various intellectual property rights relating to and promoting the LMEG Materials, including, but not limited to patentable subject matter, inventions, copyrights, processes, designs, formulae, trade secrets, trademarks, service marks, trade dress, domain names, know-how, confidential information, computer software, data and documentation, and all similar intellectual property rights including tangible embodiments of any of the foregoing in any medium including, without limitation, electronic mail, and licenses to any of the foregoing (collectively, the “LMEG IP”). A general listing of the LMEG IP is set forth on Exhibit A. While Exhibit A contains a listing of the LMEG IP, both parties acknowledge that it is not an exhaustive list of all the LMEG intellectual property licensed under this Agreement and that other LMEG intellectual property may be used as of the Effective Date or arise in the future that is not explicitly listed on Exhibit A.

C. TPAN received a charter (“Charter”) from the Nevada State Board for Charter Schools (the “SPCSA”) granted pursuant to the Nevada Education Code, allowing TPAN to operate an Nevada public charter school for students in high school. The charter petition was approved by the SPCSA November 2023.

D. TPAN desires to obtain a license to use the LMEG Materials and LMEG IP (collectively the “LMEG Technology”) and LMEG desires to grant TPAN such a license to the LMEG Technology.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, sufficiency and reasonableness of which are hereby acknowledged, the parties hereto intending to be legally bound, agree as follows:

ARTICLE 1 LICENSE GRANT

1.1 LICENSE

(a) LMEG hereby grants to TPAN a non-exclusive, non-sublicensable (except to TPAN's students, faculty, and others who use the LMEG Technology to effectuate TPAN's purpose), non-assignable and otherwise non-transferable royalty bearing license to the LMEG Technology to use, distribute, offer, make available, and otherwise provide students with access to the LMEG Technology in the field of online high school education. This license grant includes the LMEG Technology, and any materials developed or acquired by LMEG or TPAN which are improvements, derivatives of, or otherwise related to the LMEG Technology ("Derivative Materials").

(b) TPAN understands that certain portions of the LMEG technology are so called open source software and are provided under license from Schools PLP. LMEG's provision of the Schools PLP Software Platform to Thrive Point Academy of Nevada is subject to the terms of the agreement between Schools PLP and LMEG. Pursuant to that agreement, the Schools PLP Software under the General Public License available at Schools PLP and all Schools PLP software is provided by LMEG to TPAN under the terms no more restrictive than those imposed by Schools PLP on LMEG. This Section 1.1(b) shall control the provision of the Schools PLP Software only and all other portions of the LMEG Technology shall be governed by the remainder of this Agreement.

1.2 LICENSE FEE

In consideration of the rights in the LMEG Technology granted to TPAN pursuant to this Agreement, TPAN agrees to pay LMEG \$400.00 (four hundred dollars) per student per semester. Except as provided in Section 2.1(a), during the term of this Agreement, and absent a material breach by LMEG or TPAN, the License Fee shall not be varied without the prior written consent of both parties.

1.3 RESTRICTIONS

TPAN understands that certain components of the LMEG Technology are licensed to LMEG from third parties. TPAN further understands that certain of LMEG's licenses prevent LMEG from modifying the licensed technology without the consent of the licensor. Thus, in order to avoid LMEG breaching the contracts to which it is a party, TPAN shall use the LMEG Technology in substantially the same form (the "Standard Form") as provided to TPAN by LMEG. If TPAN desires to modify the LMEG Technology or otherwise deviate from the Standard Form (such deviation being the "Modified Form"), TPAN shall submit such proposed deviation to LMEG for prior approval in writing (an e-mail or other electronic message can constitute a writing for purposes of this Section 1.3). Such approval shall not be unreasonably withheld. Any changes LMEG makes to create the Modified Form shall be invoiced to TPAN at the rate of \$75 (seventy-five dollars) per hour ("Modification Fee"), which fee shall be in addition to the License Fee and shall be due upon completion of any Modified Forms.

1.4 ACKNOWLEDGEMENT OF VALUE

TPAN expressly acknowledges that while the LMEG Materials, particularly the course curriculum, individualized programs, etc., may be delivered in an online format or otherwise by computer software, that the value of the LMEG Materials is not limited to the provision of them online or in any particular format. Rather, the value and the License Fee set forth herein relate to the underlying compilation and substance of the LMEG Materials and LMEG IP.

ARTICLE 2 PAYMENT REPORTING

2.1 TIMING OF PAYMENT AND REIMBURSEMENT

(a) License Fee. LMEG will be paid one-sixth of the License Fee on a monthly basis for each semester on the 15th day of each month. The Fall semester shall run from July 1 through December 31 and the Spring semester shall run from January 1 through June 30. The License Fee will initially be calculated based on enrollment figures as of June 30 for the following Fall Semester and as of December 30 for the following Spring semester. The License Fee will be calculated based on the charter school estimated enrollment summary for the current fiscal year or the Average Daily Membership Attendance Summary Report (ADM) at the end of the prior fiscal year (whichever is greater). A final reconciliation calculation will then be performed by TPAN within thirty (30) days of the end of each semester, using final average enrollment totals as per the final end of year ADM report. If the reconciliation results in any reduction of the License Fee payable to LMEG for a particular semester, LMEG will return the excess payment amount to TPAN within sixty (60) days of both parties receiving the information necessary to make a determination that an excess amount was paid; except that, if TPAN has any outstanding balance due to LMEG for reimbursements or otherwise pursuant to this Agreement, then such excess amount may instead be applied first against such outstanding balance due to LMEG from TPAN pursuant to this Agreement. Conversely, if the reconciliation results in an addition to the License Fee payable to LMEG, then TPAN will make the required additional payment to LMEG within sixty (60) days of the final reconciliation calculation.

During TPAN's Operational Year 1 (2024-25), LMEG will provide a modified billing schedule for TPAN. The initial first semester payments for July and August 2024 will be delayed until September 2024, which aligns when TPAN would receive their first apportionment from the State of Nevada. Additionally, the initial invoices will be based on the amount of enrollment from TPAN'S June attendance audit. That invoice amount will remain in place until the State of Nevada provides an increase in State Apportionment based on a higher, reconciled attendance number.

(b) Reimbursement for Expenses. TPAN will reimburse LMEG for any and all direct and reasonable expenses incurred by LMEG for TPAN pursuant to this Agreement; provided that any such expense is approved in advance by the Board of Directors of TPAN (the "Board"). Reimbursement shall be made to LMEG within sixty (60) days of LMEG incurring such expense and providing a receipt or other similar record of the expense to TPAN.

2.2 FEES AND REIMBURSEMENTS SUBJECT TO CHARTER SCHOOL BUDGET LIMITATIONS.

Both parties agree that it is essential to maintain the good standing of the TPAN Charter. The criteria for maintaining good standing include, but are not limited to, prudent financial management of TPAN by the TPAN Board. Although the parties have negotiated fees that they believe represent a fair market value for the services being purchased, due to the uncertainties related to enrollment projections, state funding rates, and State apportionment payment deferrals, both parties agree that, notwithstanding any other provision of this Agreement, fees charged by LMEG to TPAN shall never cause E-Insitute to:

- a) Have an unbalanced budget in any fiscal year; and/or
- b) Have inadequate cash flow to meet all of its actual and necessary expenses pursuant to State and federal law and the Charter.

In any year in which TPAN cannot reach the aforementioned criteria, both parties intend that this provision will cause a reduction in the License Fee to an amount necessary to allow TPAN to meet these criteria. In the event of a State apportionment deferral that defers revenue to a future fiscal year, the parties agree that accrued revenues shall not be included for purposes of determining whether TPAN has a balanced budget. Should TPAN need to invoke the provisions of this Section 2.2, LMEG shall have the right to terminate this Agreement without causing a breach, as further detailed in Section 7.

2.3 AUDIT

TPAN shall keep complete and accurate accounts, records, books, journals, ledgers and data with respect to TPAN's actions under this Agreement, including but not limited to information regarding TPAN's use of the LMEG Technology and information regarding TPAN's student enrollment and adjustments thereto (collectively the "Records"). LMEG and its representatives shall have the right to inspect, copy and audit the Records and such other documents as may be reasonably necessary to verify TPAN's performance of its obligations under this Agreement. TPAN shall retain all Records during the term of this Agreement and for at least three (3) years after such Records are created and make the same available to LMEG and its representatives within thirty (30) days after receipt of a written request for such Records from LMEG.

2.4 INSPECTION

LMEG shall have the right to verify adherence to the Standard Form or Modified Form, as applicable. As such, LMEG shall have reasonable access to TPAN's physical facilities, websites, portals, etc. and to such books and records as are reasonably requested by LMEG for the purpose of confirming that the Standard Forms or Modified Forms are maintained.

2.5 TAX RESPONSIBILITY

Any taxes based upon or emanating from this Agreement assessed against TPAN or caused by TPAN's direction of LMEG (except income taxes and any federal excise taxes assessed to LMEG) shall be paid by TPAN.

ARTICLE 3 TERM AND TERMINATION

3.1 INITIAL TERM. Initial Term. The initial term of this Agreement shall be for a term of one (1) year from the Effective Date.

3.2 TERMINATION FOR CAUSE/MATERIAL BREACH. If a material breach of this Agreement occurs and such breach is not corrected within ninety (90) days after the breaching party receives written notice describing such breach, the non-breaching party shall have the right to terminate this Agreement with the breaching party. If the breaching party does not agree that there has been an occurrence of breach or believes that the breach was corrected within ninety (90) days after receipt of written notice of such breach, the matter shall be addressed pursuant to Section 9.5 of this Agreement. A breach of Section 7.3 by TPAN shall constitute a material breach of this Agreement, but it shall not constitute the only material breach that may occur pursuant to this Agreement.

3.3 DELAY. If LMEG does not perform as required by this Agreement in a timely manner and the delay does not constitute a material breach, LMEG and TPAN agree to negotiate, in good faith, a reduction in the License Fee payable to LMEG to reasonably compensate TPAN for LMEG's failure to provide prompt services.

3.4 DELAY IN PROVIDING PAYMENT OR REIMBURSEMENT. If TPAN does not provide payment of the License Fee or reimbursements on the date when such payment or reimbursement is due, interest will accrue at the rate per annum equal to *The Wall Street Journal* prime rate of interest as quoted in the Money Rates section of *The Wall Street Journal*. Accrual of such interest shall be waived in the case of deferrals in State funding to TPAN for the period of time that such State funding payments to TPAN are deferred.

3.5 INSOLVENCY. Either party may terminate this Agreement upon thirty (30) days written notice, without being in breach of this Agreement, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of such party's assets.

3.6 THREAT TO TPAN'S TAX-EXEMPT STATUS. If TPAN or its representative makes a reasonable determination that one or more terms of this Agreement threaten either (i) TPAN's status as an organization described in Internal Revenue Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a), or (ii) TPAN's Charter under Nevada law, then the parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of TPAN providing LMEG with notice and an explanation of its determination pursuant to this Section 3.6, then either party may terminate this Agreement without breach.

3.7 TERMINATION UPON REVOCATION OR NONRENEWAL OF CHARTER OR PURSUANT TO SECTION 2.2. If TPAN's Charter is nonrenewed, this Agreement shall

terminate at the end of the Charter term. If TPAN's Charter is revoked, this Agreement shall terminate as of the effective date of the revocation. If the fees or reimbursements paid by TPAN to LMEG are adjusted pursuant to Section 2.2, LMEG shall have the right to cancel this Agreement with sixty (60) days notice to TPAN without being in breach of this Agreement. Notwithstanding any other provisions of this Agreement, in the case of termination due to either revocation or nonrenewal, TPAN shall owe no further fees or reimbursements to LMEG under this Agreement unless TPAN has funds in excess of the amounts necessary to effectuate the school closure process and dissolve the nonprofit corporation. Any funds available after accounting for school closure and dissolution expenses shall be used to satisfy outstanding LMEG invoices up, through and including the date of termination of this Agreement, unless TPAN is then party to bankruptcy proceedings, in which case LMEG may submit a claim for all fees and reimbursements due and payable through the bankruptcy proceedings.

3.8 RIGHTS AND OBLIGATIONS AFTER TERMINATION. No termination of this Agreement shall affect the rights, obligations or claims of any party arising prior to the termination of such agreement, including compensation due LMEG under this Agreement prior to the termination date.

3.9 EFFECT OF TERMINATION.

(a) Except as provided in Section 6.1, upon and after the date of termination of this Agreement ("Date of Termination"), all rights granted to TPAN hereunder, shall forthwith and without further act or instrument be assigned to and revert to LMEG. Further, within thirty (30) days following the Date of Termination, TPAN shall cease all use of the LMEG Technology, return any unused LMEG Materials to LMEG and disable all software and online passwords. Prior to and after termination, TPAN shall execute and deliver and shall cause its students, employees and contractors to execute and deliver such instruments requested by LMEG that are reasonably necessary to formally accomplish or confirm the foregoing. Any such assignment, transfer, conveyance or confirmation of the same shall be without consideration other than the mutual agreements contained herein. LMEG shall thereafter be free to license to others the exclusive or non-exclusive right to use the LMEG Technology and TPAN shall refrain from further use of the LMEG Technology upon termination. TPAN shall deliver or cause to be delivered to LMEG an accounting within thirty (30) days of the Date of Termination which shall specify the date when TPAN ceased using the LMEG Technology and any information needed by LMEG to calculate the Final License Fee.

(b) Notwithstanding Section 3.9(a), if this Agreement is terminated or the license to use any of the LMEG Trademarks (defined below) is terminated for any reason, including violation of Section 7.3, TPAN shall have the right to purchase one or more of the LMEG Trademarks for the then fair market value of the LMEG Trademarks. In determining the fair market value of the LMEG Trademarks, TPAN shall receive credit for any value it has added to the trademarks so long as such value can be readily quantified and has not otherwise been compensated (including any goodwill inuring to the mark by TPAN's use of the mark during the term of this Agreement). During the term of this Agreement, LMEG may not assign the LMEG Trademarks or otherwise make any encumbrance, agreement, or take any action that would prevent LMEG's compliance with this Section 3.9(b).

ARTICLE 4 CONFIDENTIALITY

4.1 CONFIDENTIALITY

During the term of this Agreement, each party may be given access to confidential/proprietary information relating to the other party's technology, business activity, products, or services. Further, each party may also be given access to confidential student personal information including, but not limited to, individual identification numbers, social security numbers, personally identifiable information related to specific students, grades, test scores, financial aid information, and information not considered "directory" information (as defined under the Family Educational Rights and Privacy Act or "FERPA"). The information described in this Section 4.1 collectively shall be deemed "Confidential Information." All Confidential Information, whether in written, oral, or electronic form, including but not limited to, technical know-how, any specifications delivered hereunder, instructions and procedures, which either party at any time has disclosed or may hereafter disclose to each other or to any employee, agent, or representative of the other, shall be received and retained by the receiving party and its employees, agents, and representatives as strictly confidential and, except as provided for herein, may not be disclosed to any third party.

4.2 AGREEMENTS CONCERNING CONFIDENTIALITY. To protect against improper disclosure of Confidential Information, LMEG and TPAN agree that:

(a) all Confidential Information of the other party shall be and remain the exclusive property of such other party;

(b) except for disclosure required by law, each party shall limit access to Confidential Information of the other party to individuals employed or retained by the first party who have a need to know the Confidential Information in order to comply with the terms of this Agreement or other valid agreements between such parties. If either party is subject to a subpoena requiring the disclosure of Confidential Information, the party receiving the subpoena agrees to notify the other party prior to disclosing any Confidential Information in response to the subpoena; and

(c) the use of Confidential Information will be limited only to purposes of complying with each party's obligations hereunder and for such other purposes as shall be agreed upon by the other party in writing.

4.3 EXCEPTIONS TO CONFIDENTIALITY. The obligations of the parties contained in this Article 4 shall not apply to any Confidential Information which:

(a) was legally in a party's possession on a non-confidential basis prior to receipt from or receipt on behalf of the other party;

(b) was received in good faith on a non-confidential basis from a third party who is not subject to any confidentiality obligations;

(c) is now or later becomes publicly known through no breach of any obligations imposed by this Article 4 or other provision(s) of this Agreement; or

(d) was developed without the developing person(s) using any Confidential Information.

ARTICLE 5 WARRANTIES AND INDEMNITIES

5.1 WARRANTY

Each party represents and warrants that it:

(i) is an organization duly organized, validly existing and in good standing under the laws of the state in which it is formed;

(ii) has all requisite power and authority and the legal right to enter into this Agreement and to perform its obligations under this Agreement;

(iii) has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(iv) has duly executed and delivered this Agreement, which, in turn, constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms; and

(v) has approved this Agreement by a majority of Board Members or other authorized Persons who do not have a conflict of interest in approving this Agreement.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN OR FUNCTIONING OF TPAN'S OR ANY SUBSEQUENT PURCHASER'S USE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR USE OF THE LMEG TECHNOLOGY. ADDITIONALLY, EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED REGARDING FREEDOM FROM INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE LMEG TECHNOLOGY. LMEG SHALL NOT BE LIABLE TO ANY SUBSEQUENT PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE USE OR INABILITY TO USE THE LMEG TECHNOLOGY. FURTHERMORE, LMEG EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE, VALIDITY, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RELATING TO THE LMEG TECHNOLOGY.

**ARTICLE 6
OWNERSHIP OF INNOVATIONS**

6.1 OWNERSHIP

All rights in the LMEG Technology and Derivative Materials conceived by or produced by LMEG shall be owned by LMEG. Derivative Materials conceived by or produced by TPAN shall be owned by TPAN. However, both LMEG and TPAN expressly acknowledge that any Derivative Materials that are derived from LMEG Technology licensed from third parties, including but not limited to the Schools PLP Software, may be licensed subject to a requirement that such Derivative Materials be owned by those third parties and nothing in this Agreement shall transfer ownership of any third party materials or derivatives thereof to TPAN or LMEG in violation of any agreement between LMEG and any third party. Further, with respect to any Derivative Materials that are created by TPAN and become owned by TPAN pursuant to this Section 6.1, TPAN hereby grants to LMEG a perpetual, royalty free license to use and distribute (including but not limited to the license and sublicense of) those Derivative Materials for any purpose.

6.2 PERFECTION OF TITLE AND LICENSE BACK

Should any rights to the LMEG Technology or Derivative Materials owned by LMEG as set forth in Section 6.1 become vested in TPAN or a third party because of TPAN's use of the same, TPAN shall transfer and/or take all steps necessary, and without compensation to TPAN, to insure that all right, title and interest in the LMEG Technology or Derivative Materials vest fully and completely in LMEG or any third party who lawfully should own them to comply with Section 6.1. By execution of this Agreement, and subject to Section 6.1, TPAN hereby assigns any ownership of the LMEG Technology to LMEG that TPAN currently has or acquires in the future during the Term of this Agreement. Further, by entering into this Agreement, TPAN hereby gives LMEG power of attorney to effectuate TPAN's obligations as set forth in this Section 6.2. Should any rights to the Derivative Materials owned by TPAN, and not by LMEG or a third party, as set forth in Section 6.1, become vested in LMEG or a third party because of LMEG's use of the same, LMEG shall transfer and/or take all steps necessary, and without compensation to LMEG, to insure that all right, title and interest in those Derivative Materials vest fully and completely in TPAN to comply with Section 6.1. By execution of this Agreement, and subject to Section 6.1, LMEG hereby assigns any ownership of such Derivative Materials to TPAN that LMEG currently has or acquires in the future, during the Term of this Agreement. Further, by entering into this Agreement, LMEG hereby gives TPAN power of attorney to effectuate LMEG's obligations as set forth in this Section 6.2.

**ARTICLE 7
INTELLECTUAL PROPERTY MAINTENANCE**

7.1 MAINTENANCE AND RENEWALS

During the Term of this Agreement, LMEG shall have an obligation to pay any fees related to the LMEG Intellectual Property, including government registration fees and associated attorney fees. LMEG may, in its commercially reasonable discretion, seek registration of the

LMEG Intellectual Property and TPAN shall provide reasonable assistance to LMEG such as providing specimens of use of trademarks, copyright deposits, and reasonably cooperating with LMEG to register the LMEG Intellectual Property. However, LMEG is not obligated to register the LMEG Intellectual Property.

7.2 ENFORCEMENT

LMEG shall fully investigate any third parties who infringe or who may appear to infringe the LMEG Intellectual Property that is the subject of this Agreement and make a determination as to whether or not to pursue such third parties. Should LMEG believe that a third party is infringing the LMEG Intellectual Property, LMEG shall make a determination as to whether to not to file suit or any other type of action or proceeding against that third party. Should LMEG file suit or another type of action, LMEG may join TPAN as a party to such suit or action and TPAN shall provide reasonable assistance to LMEG in any such action.

7.3 TRADEMARK QUALITY CONTROL

LMEG Intellectual Property may include one or more trademarks or service marks, as set forth herein (the “LMEG Trademarks”).

(a) TPAN acknowledges that it is of great importance to LMEG that the goodwill of the LMEG Trademarks be maintained when they are used by TPAN under this Agreement. TPAN shall not use the LMEG Trademarks in any manner that will adversely affect the goodwill associated with the LMEG Trademarks.

(b) LMEG and its duly authorized representative(s) shall have the right, during normal business hours upon reasonable advance notice, to inspect any facility, website, portal, or back-end interface of such a website used by TPAN in order for LMEG to monitor the quality of the education and other services being provided by TPAN and to ensure that the quality of the education and other services is the same as what LMEG provides or would provide with goods or services identified by the LMEG Trademarks. Upon LMEG’s request, TPAN shall submit to LMEG various materials branded with the LMEG Trademarks including curricula, testing, homework, references, workbooks, related subject matter, websites, software and related items and any other copies of materials of the educational curriculum used in conjunction with LMEG Trademarks and grant LMEG access to any portion of a website used by TPAN to provide educational services in order for LMEG to monitor use of the LMEG Trademarks in accordance with the specifications, approvals, quality standards, and other requirements of this Agreement. If LMEG notifies TPAN in writing of the disapproval of the quality of education or other services provided by TPAN in connection with the LMEG Trademarks or any misuse of the LMEG Trademarks, TPAN shall take immediate steps to improve such quality or trademark use.

(c) TPAN further acknowledges that it will use the LMEG Trademarks properly as determined by modern U.S. trademark law. Specifically, TPAN agrees to denote the LMEG Trademarks with a “™” or “SM” symbol if the particular LMEG Trademark is unregistered or a “®” symbol if the particular LMEG Trademark is registered at the United States Patent and Trademark Office (“USPTO”). TPAN further agrees to use the LMEG Trademarks consistently and to reproduce the LMEG Trademarks as shown in Schedule A. TPAN further agrees to place

a statement conspicuously by the use of any LMEG Trademark that the particular trademark “is a trademark of Learning Matters Educational Group, LLC and is used under license”.

(d) Breach of this Section 7.3 by TPAN shall be considered a material breach of this Agreement.

ARTICLE 8

INDEMNIFICATION

8.1 LMEG INDEMNIFICATION

LMEG shall, except to the extent caused by TPAN’s gross negligence or willful misconduct, indemnify and hold harmless TPAN and its officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys’ fees and costs of investigation, arising out of or under or related to the breach by LMEG of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall LMEG be liable for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

8.2 TPAN INDEMNIFICATION

TPAN shall, except to the extent caused by LMEG’s gross negligence or willful misconduct, indemnify and hold harmless LMEG and its managers, members, officers, directors, employees, affiliates and representatives from any and all claims, demands, suits, damages, costs, expenses or any other liability, including attorneys’ fees and costs of investigation, arising out of or under or related to the breach by TPAN of any of its agreements, representations, warranties, or covenants contained herein; provided that, in no event, shall TPAN be liable for any special, indirect, consequential or punitive damages, whether as a result of a claim based in contract, tort or otherwise.

ARTICLE 9

GENERAL PROVISIONS

9.1 NOTICES

Any notice, demand, or communication required or permitted to be given to a party by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) delivered personally, (ii) sent by facsimile, or (iii) sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth below. Except as otherwise provided herein, any such notice shall be deemed to be given on the date on which the same was personally delivered, on the date on which the notice was transmitted by facsimile if confirmation thereof is obtained or, if sent by registered or certified mail, three days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. The inability to deliver any such notice because of a changed mailing address or facsimile, of which no notice was given, or because of the rejection or refusal to accept such notice, shall be deemed to be the effective receipt of the

notice as of the date of such inability to deliver, rejection or refusal to accept. Notice may be given by counsel or an agent for a party.

If to LMEG:

Learning Matters Educational Group, LLC
7120 E. Kierland Blvd. #815
Scottsdale, AZ 85254

If to TPAN:

TPAN Charter School, Inc.
4744 W. Grovers Ave.
Glendale, AZ 85308

9.2 WAIVER

No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

9.3 SEVERABILITY

If any term, provision or section of this Agreement shall be found to be unenforceable, that term, provision, or section shall be stricken from this Agreement and shall not affect the validity or enforceability of the remaining terms, provisions and sections of this Agreement. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as enforceable.

9.4 FURTHER ASSURANCES

Each party shall execute such documents and shall give further assurances as shall be reasonably necessary or desirable to perform its obligations hereunder.

9.5 GOVERNING LAW; DISPUTE RESOLUTION

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without applying any choice of law provisions of the State of Nevada, or any other jurisdiction.

(b) If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, administered under the supervision of a mutually agreed upon mediator. The mediation shall be held in Las Vegas, Nevada.

(c) Should mediation not successfully resolve the dispute(s), then, subject to the provisions of Section 9.5(d), the parties agree to proceed to mandatory and binding arbitration before a single arbitrator, pursuant to existing rules of the American Arbitration Association, with procedures to be mutually agreed upon by the parties. The arbitration shall take place in Las Vegas, Nevada.

(d) Irrespective of the mediation and arbitration provisions set forth herein, each party understands and agrees that a breach of this Agreement may result in the other party suffering irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, either party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above.

(e) The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Nevada, in accordance with this Section 9.5, in deciding the issues to be heard. Notice of any motions before the arbitrator shall be given to the arbitrator. Any party may cause to be prepared, at its expense, a written transcription or electronic recordation of such arbitration. The award of the arbitrator shall be supported by written findings of fact and conclusions of law.

(f) Except as may be required by law, no party, mediator or arbitrator may disclose the existence, content, or results of any mediation or arbitration hereunder without the prior written consent of both parties.

(g) Each party will bear its own costs and expenses associated with the mediation and/or arbitration procedures set forth in this Section 9.5, except that the parties will share equally any fees payable to a professional mediator and/or arbitrator.

(h) With respect to any matter not subject to mediation or arbitration, each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal courts of the United States of America (located in Las Vegas, Nevada) or, if such federal courts do not have jurisdiction, to the courts of the State of Nevada (located in the City of Las Vegas) for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and further agrees that service of any process, summons, notice or document by U.S. certified mail to the party's respective address set forth in this Agreement shall be effective service of process for any litigation brought against the party in any such court. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the United States of America or the State of Nevada, in each case located in the City of Las Vegas, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such litigation brought in any such court has been brought in an inconvenient forum.

(i) Each of the parties irrevocably agrees and acknowledges that any judgment (whether issued by a court, arbitrator or other person or entity) which one party may have against the other party, and all other monetary claims which one party may have against the other party,

may be enforced in any jurisdiction in which the party subject to the monetary obligation has assets.

9.6 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.7 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9.8 ENTIRE AGREEMENT; AMENDMENT

Except as may be expressly set forth to the contrary herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties (and their affiliates) with respect to the subject matter hereof. This Agreement may be amended only in writing signed by the parties.

9.9 NO BENEFIT TO OTHERS.

Except as may be expressly set forth to the contrary herein, representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and the Agreement will not be construed as conferring, and is not intended to confer, any rights on any other persons or entities.

9.10 PUBLIC STATEMENTS.

The parties will coordinate with one another on all public statements regarding TPAN, including, without limitation, statements regarding the contractual relationship set forth in this Agreement, and statements regarding the performance by either party regarding the obligations hereunder. Except as required by applicable law, neither party will disseminate, publish or release any such statements or materials without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

9.11 RIGHTS AND REMEDIES.

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive any other right or remedy. The rights and remedies in this Agreement are given in addition to any other rights or remedies that the parties may have by law, statute, ordinance or otherwise.

9.12 HEADINGS.

The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extent or intents of this Agreement or any provisions herein.

9.13 RECITALS.

The Recitals and any Exhibit to this Agreement are hereby incorporated into this Agreement by reference.

9.14 CONSTRUCTION.

The parties agree that this Agreement was jointly developed and prepared and shall not be construed for or against either party by reason of the physical preparation of this Agreement.

9.15 FACSIMILE/PDF SIGNATURES.

The parties agree that, if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or email transmission, and a duly authorized representative of the other party then signs such transmission, then this Agreement shall have been validly executed by both parties. In such case, the fully signed document and the facsimile or pdf of such document (bearing all signatures and transmitted to the party that originally signed such document), shall be deemed original documents.

9.16 RELATIONSHIP OF PARTIES.

The parties to this Agreement are not partners or joint ventures. LMEG is an independent contractor of TPAN. This Agreement shall not constitute any party the legal representative or agent of the other, nor shall any party or any affiliate of any party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party.

9.17 LEGAL FEES.

LMEG and TPAN shall pay their own respective legal fees incurred in negotiating and preparing this Agreement.

9.18 INDEPENDENT COUNSEL

(a) Joint Preparation. This Agreement shall be considered, for all purposes, as having been prepared through the joint efforts of the parties to this Agreement. No presumption shall apply in favor of or against any party in the interpretation of this Agreement or any such other agreement or instrument, or in the resolution of any ambiguity of any provision hereof or thereof, based on the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof or thereof.

(b) Independent Counsel. Each party to this Agreement understands and acknowledges that each of them is entitled to and has been afforded the opportunity to consult legal and tax counsel of its choice regarding the terms, conditions and legal effects of this Agreement as well as the advisability and propriety thereof. Each party to this Agreement further understands and acknowledges that having so consulted with legal and tax counsel of its choosing, such party hereby waives any right to raise or rely upon the lack of representation or effective representation in any future proceedings or in connection with any future claim resulting from this Agreement. The parties acknowledge that (i) Snell & Wilmer L.L.P. has represented LMEG with respect to the preparation of this Agreement, (ii) no other party to this Agreement has sought or obtained legal advice from Snell & Wilmer L.L.P. related to this Agreement or the transactions contemplated herein, and (iii) Snell & Wilmer L.L.P. has not rendered any advice to or represented any other party to this Agreement related to the subject matter of this Agreement.

(SIGNATURE PAGE FOLLOWS)

Learning Matters Educational Group, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

TPAN Charter School, Inc., an Nevada
non-profit corporation

By: _____

Name: _____

Title: _____

Approved by TPAN Charter School, Inc. Board of Directors at a meeting held on _____
_____.

EXHIBIT A
Schools PLP Intellectual Property

HIGH SCHOOL COURSES (Grades K-12)

*One-semester course

Language Arts

English I
English I – Credit Recovery
English I – Honors
English II
English II – Credit Recovery
English II – Honors
English III
English III – Credit Recovery
English III – Honors
English IV
English IV – Credit Recovery
English IV – Honors
AP English Language & Composition
AP English Literature & Composition

Mathematics

Algebra I A
Algebra I B
Algebra I
Algebra I – Credit Recovery
Algebra I Honors
Algebra II
Algebra II – Credit Recovery
Algebra II – Honors
Geometry
Geometry – Credit Recovery
Geometry – Honors
Pre-Calculus
Calculus
Liberal Arts Math
AP Calculus AB
AP Calculus BC
AP Statistics

Art

Introduction to 2-D Art
AP Art History

Technology

3D Art I – Modeling
3D Art II – Animation
AP Computer Science A
Computer Aided Design
Computer Literacy
Computer Programming I
Computing for College & Careers
Digital Photography and Graphics
Digital Video Production
Flash Animation
Game Design I
Game Design II
Introduction to C++ Programming
Keyboarding
Online Game Design
Web Design I
Web Design II

Physical Education/Health

Adaptive Physical Education*
Fitness Lifestyle Design*
Health Opportunities in Physical Education
Health: Life Management Skills*
Personal Fitness*

Study Skills

SAT Prep*
Thinking and Learning Strategies*

Science

Earth Space Science
Earth Space Science – Credit Recovery
Earth Space – Honors
Physical Science
Physical Science – Credit Recovery
Physical Science – Honors
Biology
Biology – Credit Recovery
Biology – Honors
Chemistry
Chemistry – Credit Recovery
Chemistry – Honors
Marine Science
Marine Science – Honors

Physics
Physics – Credit Recovery
Physics Honors
AP Biology
AP Environmental Science

Social Studies

World History
World History – Credit Recovery
World History – Honors
United States History
United States History – Credit Recovery
United States History – Honors
United States Government*
United States Government – Credit Recovery*
United States Government – Honors*
Economics*
Economics – Credit Recovery*
Economics – Honors*
Global Studies
Introduction to Entrepreneurship
Psychology I*
AP Macroeconomics*
AP Microeconomics*
AP Psychology
AP United States Government and Politics*
AP United States History

World Language

Chinese I
Chinese II
Chinese III
Latin I
Latin II
Latin III
Spanish I
Spanish II
Spanish III
AP Spanish

Basic Courses

(Do not count towards required core credits, approval required)
Basic Critical Thinking, Problem Solving, and Learning Strategies
Basic Language Arts 1
Basic Language Arts 2
Basic Language Arts 3

Basic Spanish 1
Basic Spanish 2
Basic Mathematics 1
Basic Mathematics 1 – Credit Recovery
Basic Mathematics 2
Basic Mathematics 2 – Credit Recovery
Basic Mathematics 3/Pre-Algebra
Basic Mathematics 3 – Credit Recovery/Pre-Algebra Credit Recovery
Basic Science 1
Basic Science 2
Basic Science 3
Basic World Cultures
Basic U.S. History
Basic World Geography
Basic Reading Skills

SOFTWARE

- Learning Management System software from Schools PLP