

EDU.STUDIO BETA PARTNER AGREEMENT

(Beta Program Participation and Confidentiality)

This Beta Partner Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between:

edu.studio AI LLC

a limited liability company located at:
5900 Balcones Drive, STE 100
Austin, TX 78731
("edu.studio")

AND

[School Name]

a _____ [entity type]
located at: _____
("School")

WHEREAS, edu.studio has developed a pre-release artificial intelligence platform for K-12 education (the "Platform") and wishes to make it available to a limited number of schools prior to general availability (the "Beta Program"); and

WHEREAS, the School wishes to participate in the Beta Program, to provide feedback on the Platform, and to receive and protect certain non-public information in connection with that participation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. BETA ACCESS AND TERM

1.1 Access. edu.studio grants the School a limited, non-exclusive, non-transferable, revocable right to access and use the Platform during the Beta Period solely for the School's internal educational and administrative purposes.

1.2 Beta Period. The "Beta Period" begins on the Effective Date and continues through March 1, 2027, unless terminated earlier in accordance with Section 8.

1.3 No Fees. No fees are payable by the School for access to the Platform during the Beta Period. Any continued use of the Platform after the Beta Period requires a separate written agreement setting out pricing and terms. Nothing in this Agreement obligates the School to purchase any product or service.

1.4 Named Contacts. edu.studio shall designate a named representative responsible for the School's onboarding, questions, and issue resolution. The School shall designate one primary contact authorized to act as the School's point of contact for the Beta Program. Either party may change its designated contact upon written notice.

2. SCHOOL PARTICIPATION

2.1 Use and Feedback. The School shall use commercially reasonable efforts to use the Platform during the Beta Period and to provide edu.studio with feedback regarding functionality, defects, usability, and suitability through periodic check-ins with its named contact.

2.2 Feedback License. The School grants edu.studio a perpetual, irrevocable, royalty-free right to use feedback, suggestions, and defect reports provided by the School to develop and improve the Platform. This Section 2.2 does not grant edu.studio any right to School Data, which is governed exclusively by Section 4.

2.3 Authorized Users. The School shall permit access to the Platform only by its employees and authorized personnel and shall be responsible for their compliance with this Agreement.

3. CONFIDENTIALITY

3.1 Confidential Information. "Confidential Information" means non-public information disclosed by one party (the "Discloser") to the other (the "Recipient") in connection with the Beta Program, including, in the case of edu.studio, unreleased functionality, product roadmaps, pricing, technical materials, and any material shown prior to public launch, and, in the case of the School, School Data, personnel information, and information regarding the School's operations.

3.2 Obligations. Each Recipient shall (a) use the Discloser's Confidential Information solely for purposes of the Beta Program; (b) not disclose it to any third party except to employees, agents, and professional advisors with a need to know who are bound by obligations of confidentiality at least as protective as those in this Agreement; and (c) protect it using no less than reasonable care.

3.3 No AI Training or Competing Development. The School shall not use edu.studio's Confidential Information, including prompts, outputs, workflows, or technical materials derived therefrom, to train, fine-tune, benchmark, or evaluate any artificial intelligence or machine learning system, or to develop any competing product or service, without edu.studio's prior written consent.

3.4 Exclusions. Confidential Information does not include information that is or becomes public through no breach of this Agreement, was rightfully known to the Recipient prior to disclosure, is independently developed without reference to the Discloser's Confidential Information, or is rightfully received from a third party without restriction.

3.5 Compelled Disclosure. If a Recipient is required by law, regulation, or court order to disclose Confidential Information, it shall, to the extent legally permitted, promptly notify the Discloser and disclose only the portion legally required.

3.6 Survival. The obligations in this Section 3 survive expiration or termination of this Agreement for a period of one (1) year.

4. SCHOOL DATA AND STUDENT PRIVACY

4.1 Ownership. All data submitted to or generated by the School through the Platform, including any student data ("School Data"), remains the exclusive property of the School. edu.studio acquires no ownership interest in School Data.

4.2 Permitted Use. edu.studio may use School Data to provide, operate, support, and improve the Platform, including its AI systems. edu.studio shall not sell School Data, disclose one school's School Data to another school, or use identifiable School Data to train third-party or general-purpose AI models without the School's authorization. Where the School elects to use third-party AI services, the use of School Data by those services shall be governed by the applicable provider terms and settings.

4.3 FERPA. To the extent School Data includes education records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) ("FERPA"), edu.studio acts as a school official with a legitimate educational interest, performs a service the School would otherwise perform, remains under the direct control of the School with respect to the use and maintenance of such records, and shall not redisclose such records except as permitted by FERPA and applicable state law.

4.4 Safeguards. edu.studio shall maintain reasonable administrative, technical, and physical safeguards designed to protect School Data against unauthorized access, use, or disclosure, and shall notify the School without undue delay upon becoming aware of any unauthorized access to or disclosure of School Data.

4.5 Return or Deletion. Upon the School's written request at any time, or within thirty (30) days following expiration or termination of this Agreement, edu.studio shall return or securely delete School Data in its possession or control, except for copies retained in routine backups which shall remain subject to Sections 3 and 4 until deleted in the ordinary course.

5. BETA NATURE OF THE PLATFORM; DISCLAIMER; LIABILITY

5.1 Pre-Release Software. The School acknowledges that the Platform is pre-release software, that functionality will change during the Beta Period, that features may be added or removed, and that the Platform may contain defects, errors, and interruptions.

5.2 As-Is. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. The School shall not rely on the Platform as a system of record and shall review Platform output before relying on it for any time-critical or student-facing purpose.

5.3 Limitation of Liability. Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to the Beta Program. Except for breaches of Section 3 (Confidentiality) or Section 4 (School Data and Student Privacy), each party's aggregate liability arising out of or relating to this Agreement shall not exceed the fees paid under this Agreement, which the parties acknowledge is zero during the Beta Period.

6. PUBLICITY

Neither party shall issue any press release or use the other party's name, logo, or marks in any public communication without the other party's prior written consent. The School's participation in any reference call, case study, or public identification as a beta partner is voluntary and shall be agreed separately in writing.

7. INTELLECTUAL PROPERTY

Except for the limited access right granted in Section 1.1, nothing in this Agreement transfers or grants any license or interest in either party's intellectual property. The Platform and all related intellectual property remain the exclusive property of edu.studio; School Data and the School's intellectual property remain the exclusive property of the School.

8. TERMINATION

8.1 Termination for Convenience. Either party may terminate this Agreement at any time, without penalty and without further obligation, upon fourteen (14) days' written notice to the other party. Notice by email to the designated contact is sufficient.

8.2 Effect of Termination. Upon termination, the School's access to the Platform ceases and edu.studio shall handle School Data in accordance with Section 4.5.

8.3 Survival. Sections 3, 4, 5, 6, 7, and 9 survive expiration or termination of this Agreement.

9. GENERAL

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Beta Program and supersedes all prior discussions and understandings, whether written or oral. No amendment or waiver is effective unless in writing and signed by both parties.

9.3 Relationship of the Parties. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

9.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other, except that edu.studio may assign this Agreement to an acquirer in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes all obligations hereunder.

9.5 Severability. If any provision of this Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or severed, and the remaining provisions shall continue in full force and effect.

9.6 Notices. Notices shall be in writing and delivered personally, by overnight courier, or by email to the designated contacts set forth below.

9.7 Counterparts and Electronic Signature. This Agreement may be executed in counterparts and delivered electronically. Execution and delivery by electronic signature or PDF shall have the same force and effect as manually executed originals.

10. NOTICE CONTACTS

For edu.studio AI LLC:

5900 Balcones Drive, STE 100, Austin, TX 78731

Attention: Jonathan Moser
Email: Jon@edu.studio