BLENDED TEACHING

CONTRIBUTING INSTRUCTOR PROGRAM / AGREEMENT

Contributing Instructor Agreement

A clear foundation for making exceptional teaching materials together.

ASCENSION EDUCATION INCORPORATED · D/B/A BLENDED TEACHING

CONTRIBUTING INSTRUCTOR AGREEMENT

This Contributing Instructor Agreement (this "Agreement") is made and entered into as of the date Contributor signs it or clicks to accept it (the "Effective Date"), by and between Ascension Education Incorporated DBA Blended Teaching, a Delaware corporation ("Company"), and the individual accepting this Agreement ("Contributor"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Contributor (each, a "Party," and collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Contribution of Materials

Contributor will share with Company teaching materials Contributor has already created for a course Contributor teaches, as listed in Exhibit B (the "Contributed Materials"). Contributor is not asked to create, write, record or review anything new. Contributor grants Company a license to store, copy, transcribe and analyze the Contributed Materials solely to evaluate them. Company will evaluate the Contributed Materials and tell Contributor in writing, within two (2) weeks of receiving them, whether it will use them to build a version of the textbook named in Exhibit B (each version, a "Version"). If it will, Company and Contributor will agree the Royalty Rate under Exhibit A before Company uses the Contributed Materials. Contributor may withdraw the Contributed Materials by written notice at any time before Company confirms it will use them. If Company does not confirm within that time, the Contributed Materials are treated as declined. If they are declined or withdrawn, Company will delete them from its active systems within thirty (30) days and from backups in their ordinary cycle within ninety (90) days, and will not use them, or anything derived from them, in any Version or other product. Company is under no obligation to use the Contributed Materials. This Section 1 also applies to any materials Contributor shared with Company before signing this Agreement.

2. Royalty

In consideration of the license granted in Section 3, Company will pay Contributor the royalty (the "Royalty") set forth in Exhibit A on every Version built using the Contributed Materials. Contributor agrees that, other than the Royalty, Contributor shall not be entitled to and shall not receive any other compensation (including, without limitation, any fee, advance or other payment) in connection with this Agreement.

3. Ownership and License

3.1 Your ownership. Contributor keeps all right, title and interest in the Contributed Materials, including all intellectual property rights. Nothing in this Agreement transfers ownership of the Contributed Materials to Company. Contributor remains free to use, revise, license and publish the Contributed Materials, including independently or with another publisher.

3.2 License to Company. Effective when the Royalty Rate is agreed under Exhibit A, Contributor grants Company a non-exclusive, worldwide, perpetual and irrevocable license to ingest, copy, transcribe, analyze and process the Contributed Materials in order to identify the concepts, topics, skills, structure and sequence that a course in the subject covers, and to generate new textbook text, videos, questions and related materials from that understanding ("Generated Content"). The license covers the textbook named in Exhibit B and its Versions, and any other textbook

Company builds using the Contributed Materials, on which the Royalty is also paid under Exhibit A. Company may sublicense these rights only to its service providers, including AI providers, acting on Company's behalf under written terms that prohibit training on the Contributed Materials. This license survives any ending of this Agreement.

3.3 No AI model training. Company will not use the Contributed Materials to train, fine-tune or develop artificial intelligence or machine learning models, and will use only AI providers whose terms prohibit training on Company's inputs.

3.4 No republication. Except for Featured Materials under Section 3.6 and service providers under Section 3.2, Company will not reproduce, publish, distribute or otherwise make available to any third party the Contributed Materials in their original or a substantially similar form. Subject to Section 3.6, Contributor's recordings are not republished, slides are not redistributed, and test bank questions are not copied verbatim or in substantially similar form into any Version.

3.5 Generated Content. Company owns all Generated Content. Generated Content does not include the Contributed Materials or any Featured Material, including as reproduced or adapted in a Version, which Contributor continues to own. Apart from those, the Royalty is Contributor's only interest in Generated Content. Contributor is not an author or joint author of any Version or of Generated Content. Company may continue to use Generated Content it has made, and may issue new Versions from it, including after this Agreement ends. A later Version that reuses Generated Content made from the Contributed Materials is built using the Contributed Materials.

3.6 Featured Materials. While building a Version, Company may decide to use, or closely adapt, a specific item in the Contributed Materials, such as a spreadsheet model, a slide design or a worked example (a "Featured Material"). Effective when the Royalty Rate is agreed under Exhibit A, Contributor grants Company a non-exclusive, worldwide, perpetual and irrevocable license to reproduce and adapt any item in the Contributed Materials, other than Third-Party Material, as a Featured Material in any Version. Company will credit Contributor beside each Featured Material and record each one in Contributor's account. Before featuring an item, Company will ask Contributor to confirm it is Contributor's own work, and will not feature an item Contributor says is Third-Party Material. Featuring an item does not change the Royalty Rate. Using a general approach, teaching sequence or way of explaining a topic is not use of a Featured Material. Featured Materials stay Contributor's property under Section 3.1, including where they appear, as reproduced or adapted, in a Version: Company holds a license to them and never owns them. Company owns each Version as a compilation, and all Generated Content in it. Company's license to a Featured Material in a Version continues for as long as that Version is offered. Contributor will not seek to withdraw a Version that has been sold, but may enforce the Royalty, credit and Sections 3.3 and 3.4.

3.7 Third-Party Material. The Contributed Materials may include material Contributor did not create, such as publisher-supplied or publisher-derived slides, figures, test bank questions or images ("Third-Party Material"). When submitting the Contributed Materials, and later if Contributor learns more, Contributor will tell Company which parts are, to Contributor's knowledge, Third-Party Material. Contributor claims no ownership of Third-Party Material, gives no warranty about it, and licenses it under Sections 1 and 3.2 only so far as Contributor can; Sections 3.1, 3.5 and 3.6 and the warranty in Section 8(i) apply only to the rest of the Contributed Materials. Company will use Third-Party Material only to identify the topics a course covers and their sequence, at Company's own risk. Company will not reproduce or adapt Third-Party Material in any Version or as a Featured Material. Third-Party Material counts for nothing in setting the Royalty Rate under Exhibit A.

3.8 Working copies. Transcripts, notes, concept records and other working copies Company makes from the Contributed Materials are for use by Company and its service providers under Section 3.2 only. They are treated as Contributed Materials under Sections 1 and 3.4, including deletion under Section 1 if the Contributed Materials are declined or withdrawn; they are never Featured Materials and are not Generated Content. A Version built from working copies is built using the Contributed Materials under Exhibit A.

4. Credit and Likeness

4.1 Credit. Company will name Contributor on the contributing instructors page of every Version built using the Contributed Materials, with a statement that Contributor provided the teaching materials the textbook was built from and did not write or review the text. Company may use Contributor's name and any photograph Contributor supplies to identify Contributor as a contributing instructor. Contributor may update or withdraw the photograph shown, for future Versions and printings.

4.2 No likeness. Company will not use Contributor's likeness, voice or performance in any content, other than the name and photograph used for credit under Section 4.1, and will not create a digital replica of Contributor.

5. Earnings and Payments

Company calculates the Royalty. Company will show Contributor, on the earnings pages of Contributor's Blended account: each set of Contributed Materials Contributor has sent, with its status, the Version it was used in and the Royalty it has earned; the Royalty earned, paid and outstanding each month, each semester and in total; and the number of students reached by Versions using the Contributed Materials, in total, by semester and by institution. Company calculates the Royalty in good faith from its records, consistently with Exhibit A. Each amount reported is final and binding unless it contains a manifest error or Contributor queries it in writing within ninety (90) days. Company will review any query and confirm or correct the amount in writing. This Agreement gives no right to audit Company's books.

6. Changes to Terms

The terms of this Agreement apply to the Contributed Materials for as long as the Royalty is payable. Company may offer different terms for future contributions; any such change applies only to materials contributed after it is published and never to the Contributed Materials without Contributor's written agreement. This does not apply to changes to the payment schedule under Exhibit A, which take effect thirty (30) days after Company notifies Contributor. Contributor may change the choice to include or exclude sales from Contributor's own institution at any time by telling Company.

7. Term and Ending

Company has no obligation to build, sell or keep offering any Version, or to use the Contributed Materials or any Featured Material in a new Version. Company may end this Agreement on notice if Contributor breaches Section 8. The following survive any ending: Royalty earned, and Sections 1, 2, 3, 4 (credit for Versions already offered), 5, 8, 9, 10 and 11, and Exhibits A and B. Royalty continues to accrue on each Version built using the Contributed Materials for as long as it is offered. If Contributor dies, Royalty continues to be paid to Contributor's estate. Any assignee or acquirer of a Version takes it subject to the Royalty.

8. Representations, Warranties and Indemnity

Contributor represents and warrants that: (i) Contributor has full right and authority to enter into this Agreement, grant the rights granted herein, and perform all obligations hereunder; (ii) entering into and performing this Agreement do not and will not conflict with any other agreement to which Contributor is subject; (iii) the Contributed Materials, other than Third-Party Material identified under Section 3.7, are Contributor's own work and do not infringe the rights of any third party; (iv) Contributor has reviewed Contributor's institution's intellectual property and lecture-capture policies and, to Contributor's knowledge, has the right to grant the licenses in Section 3, or has obtained any required institutional consent, which Contributor will provide to Company on request; (v) before submitting, Contributor will tell Company if any recording shows or records identifiable students; Company will use recordings only to extract teaching content, will not include any student's image, voice, name or work in any Version, and will not disclose recordings to anyone other than its service providers; and (vi) to Contributor's knowledge,

Contributor is not subject to any employment, university, institutional, collective bargaining, union, guild, or other third-party agreement, policy, or restriction that conflicts with, or would limit or impair, this Agreement or the license granted in Section 3, and to the extent any such arrangement exists or arises, to Contributor's knowledge, Contributor has obtained, and will maintain, all consents and waivers necessary for Contributor to grant the rights and perform the obligations under this Agreement. Contributor will defend, indemnify and hold harmless Company and its owners, subsidiaries, affiliates, officers, directors, employees, contractors, licensees, successors and assigns (the "Company Indemnitees") from and against any and all losses arising from or in connection with any third-party claim based on (i) Contributor's breach of Section 8 or (ii) any claim that the Contributed Materials, as supplied by Contributor, infringe a third party's rights, excluding claims caused by Company's changes or by Generated Content, and excluding claims about Third-Party Material identified under Section 3.7 that Company has used within the limits of that Section. Company will defend and indemnify Contributor against third-party claims arising from Generated Content or from Company's use of the Contributed Materials beyond this Agreement.

9. Limitation of Liability

Neither Party is liable for indirect, consequential, special or punitive damages. Except for unpaid Royalty, breach of Sections 3.3 or 3.4, fraud or willful misconduct, each Party's total liability under this Agreement is limited to the greater of the Royalty paid or payable in the twelve (12) months before the claim and US$5,000.

10. Signature and Acceptance

Contributor may sign this Agreement by hand, through an electronic signature service, or by clicking to accept it online. Each is Contributor's signature and shows Contributor's intent to be bound by this Agreement, including under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN, 15 U.S.C. § 7001 et seq.) and the Uniform Electronic Transactions Act (UETA) as adopted in Georgia. Contributor consents to conducting this transaction electronically and to receiving records relating to it in electronic form. Company's acceptance takes effect when Contributor signs or accepts. Company will keep a record of the signature or acceptance, including Contributor's name, email address and the date and time, and will give Contributor a copy on request.

11. Miscellaneous

This Agreement shall be construed under the laws of the State of Georgia, without regard to its conflict of laws principles. Any dispute arising out of or in connection with this Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator seated in Atlanta, Georgia, and judgment on the award may be entered in any court with jurisdiction. Each Party may bring claims only individually, and not as a plaintiff or class member in any class, collective or representative proceeding, and the arbitrator may not consolidate the claims of more than one Contributor. Either Party may bring an individual claim in small claims court, or seek injunctive relief in the federal or state courts located in Atlanta, Georgia, to protect its intellectual property. If the waiver in this Section is found unenforceable for any claim, that claim will be heard only in those courts. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. For any claim Contributor brings, Company will pay the arbitration filing, administrative and arbitrator fees above US$250. This Agreement constitutes the entire understanding between the Parties as to its subject matter. No modification or amendment shall be binding unless confirmed by a written instrument signed (including electronically) by each Party, except as Section 6 allows. If any provision is determined to be illegal, invalid or unenforceable, the remainder shall not be affected, and such provision shall be reworded to the fullest extent possible to make it legal, valid and enforceable. This Agreement is binding upon and inures to the benefit of the Parties and their respective affiliates, agents, parents, successors, assigns, heirs and beneficiaries, and is freely assignable and licensable by Company, provided that any assignee takes on the obligation to pay the Royalty. This Agreement may be executed in counterparts and transmitted electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.1 Relationship to Instructor Terms. If Contributor submits Contributed Materials through the Blended Teaching platform, the Instructor Terms of Service govern Contributor’s use of the platform only. For the Contributed Materials, the Featured Materials and the Royalty, this Agreement controls over the Instructor Terms, and Sections 3.3, 3.4, 11 and 12.3 of the Instructor Terms do not apply to them. Section 3.2 of the Instructor Terms applies only to hosting the Contributed Materials for Company’s evaluation.

11.2 Notices. Notices to Contributor go to the email address on Contributor’s account. Notices to Company go to help@blended-teaching.com and 3423 Piedmont Rd NE, Atlanta, GA 30305. Email notices take effect when sent.

Exhibit A — Royalty

Definitions. The following terms apply to this Exhibit A:

"Net Revenue" means the revenue Company actually receives from sales of a Version, after the amounts kept by bookstores, payment processors, inclusive access programs and other intermediaries, and less refunds, chargebacks and dispute fees. It is not what the student is charged. Net Revenue excludes sales and similar taxes. Where a Version is sold with other products, Net Revenue is the portion Company reasonably allocates to the Version using its standard pricing. Refunds or chargebacks after payment may be offset against later Royalty. A sale is from Contributor’s own institution if Company’s records attribute it to a course section at that institution. If a Version earns no Net Revenue, no Royalty is due.

"Version" means each version of the textbook named in Exhibit B, and of any other textbook Company builds using the Contributed Materials.

A Version is "built using" the Contributed Materials if Company used them as source material for it, if it reuses Generated Content made from them, or if it contains a Featured Material. Each Version is a new textbook, built from a new selection of source materials. Company will record in Contributor’s account each Version built using the Contributed Materials.

Royalty. For each Version built using the Contributed Materials, the Royalty is Contributor’s Royalty Rate multiplied by the Net Revenue of that Version. The Royalty Rate is the rate in the table below for what the Contributed Materials include, or for other materials the rate agreed in the Royalty Notice, and is never more than two percent (2%). Once Company has evaluated the Contributed Materials and before Company uses them, Company and Contributor confirm in writing which rate applies (the "Royalty Notice"). The agreed Royalty Rate then applies to every Version built using the Contributed Materials. A Version is built from the materials of not more than ten (10) contributing instructors.

What the Contributed Materials include	Royalty Rate
Recordings of the whole course, slides and test bank	2%
Recordings of the whole course, with slides or a test bank	1.5%
Recordings of the whole course only	1%

In this table, slides and test bank mean Contributor’s own slides and test bank, not publisher-supplied ones; Third-Party Material counts for nothing. A slide deck or test bank counts in this table if it is substantially Contributor’s own work; otherwise it is rated in the Royalty Notice. Other materials, such as slides on their own, may also be accepted, at a Royalty Rate agreed in the Royalty Notice.

Example only. A student can buy the textbook online from Company, from their campus bookstore, or from an ebook store such as VitalSource. Whoever sells it keeps a share, and Company receives the rest, its Net Revenue. For example, if a student pays $125 at the campus bookstore and the bookstore keeps 20%, Company receives $100, and

a Royalty Rate of 2% pays Contributor $2.00 for that student. Prices, fees and seller shares vary and can change over time, so these figures are not a promise or a forecast. Contributor has not relied on them in entering this Agreement.

Own institution. Net Revenue from sales from Contributor's own institution (the institution named in Exhibit B, or as Contributor later tells Company) is excluded from the Royalty by default. Contributor may choose to include it from the outset, when agreeing the Royalty Notice, or at any time afterwards by telling Company. A change applies from the day it is made.

Duration. The Royalty is payable on each Version for as long as that Version is offered and earns Net Revenue. It is not tied to a calendar period or to the life of the title. When Company builds a new Version, it chooses the source materials afresh, and may drop the Contributed Materials from it. If it uses the Contributed Materials as source material, or reuses Generated Content made from them, the Royalty is payable on that Version. If it does neither, no Royalty is payable on it. Royalty already earned is always paid.

Payment. Royalty is counted once the Net Revenue it is based on has reached Company. Royalty is currently paid twice a year: the spring semester, including summer, is paid in September, and the autumn semester, including winter, is paid in February. Company may change the payment schedule from time to time and will tell Contributor at least thirty (30) days before a change takes effect. Payment is by bank transfer, and Company issues any tax form the law requires, such as a Form 1099-MISC for royalties paid to a Contributor in the United States. Before any payment, Contributor will provide bank details. Company may withhold amounts the law requires.

Exhibit B — Contributed Materials

Textbook: _____

Course and institution: _____

Contributed Materials: (a) recordings of Contributor teaching the whole course; (b) Contributor's own slides; (c) Contributor's own test bank; (d) other: _____

Signature

By signing below, or by clicking to accept, Contributor agrees to the terms of this Contributing Instructor Agreement. An electronic signature or acceptance has the same legal effect as a handwritten signature.

Contributor

Signature (typed or drawn): _____

Full name: _____

Email: _____

Date: _____

Company — Ascension Education Incorporated d/b/a Blended Teaching

By: Philip Laney

Title: Chief Executive Officer

(Company's acceptance takes effect when Contributor signs or accepts.)