PARTNER AGREEMENT

This Partner Agreement (this "Agreement") is by and between **B Music Youth, LLC**, a North Carolina limited liability company ("BMY"), and the natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity identified as the "Partner" on the Platform (as defined below) ("Partner"). This Agreement is made and entered into as of the date (the "Effective Date") on which BMY notifies Partner that it has accepted Partner's electronic submission of information and agreement to terms via one or more internet or intranet websites such as Honeybook or a substantially similar electronic transmission system (the "Platform").

The terms of this Agreement that are specific to the relationship between BMY and Partner (the "Specific Terms") are set forth on the second page of the New Partner Form (titled "Partner Information Exhibit A") provided on the Platform and are incorporated herein by reference as if set forth in full herein. The general contractual terms that are common to BMY's relationship with each of its partners (the "General Terms") are set forth below. In the event of any inconsistency or conflict between any provision of the Specific Terms and any provision of the General Terms, the provisions of the Specific Terms shall control. All references in this Agreement to Sections shall be construed to refer to Sections of the General Terms unless the context explicitly contemplates otherwise.

In consideration of the mutual covenants and promises set forth in this Agreement, the parties hereby agree as follow:

1. Services.

(a) *Scope of Services.* Subject to the terms of this Agreement, BMY shall perform the services (the "Services") that are mutually agreed upon and described in the Specific Terms.

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(b) *Change Requests.* Prior to BMY's commencement of the Services, Partner may request in writing to BMY reasonable modifications, updates or enhancements to the Services. The parties must mutually agree upon any changes to the Services for such changes to take effect.

(c) *Personnel.* BMY reserves the right to determine which of its personnel or independent contractors shall be assigned to perform the Services, and to replace or reassign such personnel during the term hereof.

2. Fees; Payment Terms.

(a) *Fees.* As consideration for the Services to be performed by BMY hereunder, Partner shall pay to BMY fees in the amounts and according to the payment schedule set forth in the Specific Terms. All payment obligations are non-cancelable and (except as may be expressly provided in these General Terms or in the Specific Terms) all fees once paid are non-refundable.

(b) *Expenses*. BMY shall be responsible for all of BMY's own operating expenses incurred in performing the Services; provided, however, that Partner shall be responsible for the expenses incurred in connection with the Partner Responsibilities (as defined below).

(c) *Late Payments.* Unless other payment terms are specified in the Specific Terms, all amounts due under these General Terms or the Specific Terms shall be payable within 30 days after the date of Partner's receipt of BMY's applicable invoice. Partner shall provide complete and accurate billing and contact information and promptly notify BMY of any changes to such information. All payments must be made in United States Dollars. All amounts not paid in full within 14 days after the applicable due date shall be subject to a weekly late payment charge of $25 per week (or the maximum rate permitted under applicable law, if less).

(d) *Taxes*. BMY is responsible for paying all of BMY's taxes, duties and fees arising out of its activities in connection with this Agreement, including income and payroll taxes, federal and state taxes, social security taxes, unemployment insurance taxes, business license fees, and any other required taxes or fees. This includes BMY collecting and paying all taxes for its personnel including withholding, social security and Medicare taxes. All BMY's fees stated in the Specific Terms are exclusive of sales, use, goods or services, value-added taxes, levies, duties, assessments and deductions of any nature required by law in connection with the provision or use of the Services, Deliverables or BMY Property (the "Transaction Taxes"). If and only in the case BMY is required by applicable law to apply Transaction Taxes to the Services provided to Partner, such Transaction Taxes shall be the responsibility of Partner, provided that, in each case, BMY will collect such Transaction Taxes from Partner and BMY will be responsible for remittance of such Transaction Taxes to the appropriate governmental authority as required by applicable law. Upon Partner's reasonable request BMY agrees to provide adequate documentation to support any tax charges. The parties each agree to reasonably cooperate to minimize, wherever possible and appropriate, any applicable Transaction Taxes, including, in the case of Partner, obtaining and furnishing to BMY any applicable direct pay, resale or exemption certificates or similar information reasonably requested by BMY.

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3. Partner Responsibilities.

(a) *Partner Obligations*. In connection with BMY's provision of the Services, Partner shall: (i) reasonably cooperate with BMY in all matters relating to the performance of the Services, including the scheduling and administration of the Services; (ii) provide facilities suitable for BMY's performance of the Services; (iii) respond promptly to any BMY requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for BMY to perform the Services; (iv) provide personnel who are adequately qualified, experienced, skilled and knowledgeable to coordinate with BMY on its provision of the Services; and (v) perform those additional tasks and assume those additional responsibilities specified in the Specific Terms (clauses (i) through (v) collectively, the "Partner Responsibilities"). The Specific Terms may also contain any assumptions relating to the applicable Services. Partner understands and agrees that BMY's performance is dependent on Partner's timely and effective satisfaction of the Partner Responsibilities.

(b) *Partner Resources*. In addition to any particular items that may be specified in the Specific Terms and if BMY shall be performing the Services on site at Partner's location, Partner shall supply BMY personnel with suitable classroom space, furniture, electrical outlets and equipment support.

(c) *Securing Rights*. Partner will be solely responsible for securing all rights, licenses or approvals to grant BMY access to or use of any personally identifiable information or any other third party data, software or other technology reasonably necessary for BMY's performance of the Services as contemplated by this Agreement. BMY will abide by the terms and conditions of such permissions, licenses or approvals, provided that Partner has provided written copies of such permissions, licenses or approvals prior to the commencement of the applicable Services. Partner agrees that it shall not transfer to or disclose to BMY or provide BMY with access to any personally identifiable information or protected health information (or shall de-identify such information in accordance with applicable law prior to transferring, disclosing or providing BMY with access to such information).

4. Term and Termination.

(a) *Term and Termination*. This Agreement shall commence as of the Effective Date and shall continue in full force and effect thereafter until the termination date specified in the Specific Terms or until terminated as permitted by these General Terms (the "Term"). This Agreement may be terminated by either party upon 30 days' prior written notice if the Services have been completed by BMY, and accepted and paid for by Partner. Additionally, this Agreement be terminated by either party in the event that the other party: (i) materially breaches any of the terms or conditions of this Agreement and either such breach is not capable of cure or such breach (if capable of cure) is not cured within 30 days after notice of breach from the party asserting breach; or (ii) the other party discontinues its business. Any termination of this Agreement shall automatically terminate BMY's obligations to perform the Services specified in the Specific Terms. The foregoing termination rights are in addition to, and not in lieu of, BMY's right (in its sole discretion) to suspend performance of its Services until any such material breach is cured, and Partner shall remain responsible for all existing and continuing obligations (including the payment of fees) during such period.

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(b) *Effect of Termination*. Upon the termination or expiration of this Agreement, Partner shall, without limiting any other rights or remedies that BMY may be entitled to, immediately pay to BMY all fees and/or other amounts that accrued prior to the date of such expiration or termination. Notwithstanding anything in this Agreement to the contrary, this **Section 4(b)** and **Sections 5**, **7**, **8**, **9**, **11** and **12** shall survive any termination or expiration of this Agreement for any reason.

5. Ownership and Proprietary Rights.

(a) *Defined Terms*.

(i) "BMY Property" means (A) all Intellectual Property (as defined below) conceived, created, developed, authored or reduced to practice by BMY either (1) prior to the execution of this Agreement or (2) after execution of this Agreement to the extent conceived,

created, developed, authored or reduced to practice by BMY outside the scope of the Services, and (B) each other item of Intellectual Property conceived, created, developed, authored or reduced to practice by BMY, whether jointly with Partner or otherwise. For the avoidance of doubt, BMY Property includes BMY's proprietary curriculum for music instruction.

(ii) "Intellectual Property" means works of authorship, inventions, discoveries, processes, techniques, methods, ideas, concepts, know-how, materials and other tangible and intangible work product of any nature whatsoever and all printed, physical and electronic copies and other tangible embodiments of any of the foregoing.

(b) *Limitations and Restrictions*. Partner acknowledges and agrees it shall: (i) not disclose or grant access to any BMY Property to any third party; (ii) implement and maintain commercially reasonable measures to safeguard all BMY Property from unauthorized access or use by any third party; (iii) not assign, transfer, lease, rent, lend, sell, sublicense, distribute, publish or otherwise make available any BMY Property, or any license granted under this Agreement, in whole or in part, to any third-party, including on a timesharing, software-as-a-service or other similar basis; (iv) not remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed to the media or packaging of any BMY Property or displayed by or in any BMY Property; (v) not access or use any BMY Property in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable law; and (vi) not access or use any BMY Property for purposes of benchmarking or competitive analysis, developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the BMY Property, or disclosing to BMY's competitors, for any purpose, otherwise non-public information about the BMY Property.

(c) *Proprietary Rights*. As between BMY and Partner, BMY is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all BMY Property, including with respect to any enhancements, improvements or derivative works of any of the foregoing, and including all intellectual property rights therein, subject only to the rights BMY expressly grants to Partner herein. To the extent that, as a matter of law, Partner is deemed to have any proprietary or ownership rights to or interest in any BMY Property based upon ideas, suggestions, specifications or joint contributions submitted by Partner to BMY, Partner hereby irrevocably assigns to BMY such rights and interests, together with all intellectual property rights therein. Upon reasonable written request of BMY and at BMY's sole cost and expense, Partner shall take such further actions, including execution and delivery of instruments of conveyance necessary to perfect the assignment of intellectual property rights in the United States and foreign countries, as may be necessary to give full and proper effect to such assignment. Nothing in this Agreement grants to Partner or any third party, by implication, waiver, estoppel or otherwise, any license, right, title or interest, including any intellectual property rights, in or to any BMY Property.

6. Representations, Warranties and Covenants.

(a) *Mutual Representations*. Each party represents, warrants and covenants that: (i) the individual signing this Agreement on its behalf has been duly authorized to do so; (ii) it has full and complete authority to enter into this Agreement and to perform its obligations

BMUSICYOUTH

hereunder; (iii) it is not under any obligation of a contractual or other nature to any third party which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way the performance of its obligations hereunder, and no approval or other action by any third party is required in connection herewith.

(b) *Standard of Performance*. BMY warrants that it shall (i) perform the Services in a timely, professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (ii) devote adequate resources to meet its obligations under this Agreement. If Partner provides written notice of any Services not performed in accordance with this **Section 6(b)** within 30 days after completion thereof, BMY shall re-perform such non-conforming Services at no additional cost to Partner. THE PROMPT RE-PERFORMANCE OF SERVICES SHALL BE PARTNER'S SOLE AND EXCLUSIVE REMEDY, AND BMY'S ONLY AND ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE WARRANTY IN THIS **SECTION 6(b)**.

(c) THE WARRANTIES IN THIS **SECTION 6** ARE BMY'S SOLE AND EXCLUSIVE WARRANTIES CONCERNING THE SERVICES, ANY DELIVERABLES AND ANY BMY PROPERTY, AND BMY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. BMY DOES NOT WARRANT THAT THE DELIVERABLES AND BMY PROPERTY WILL BE ERROR-FREE OR MEET PARTNER'S REQURIEMENTS OR NEEDS. PARTNER UNDERSTANDS AND AGREES THAT THE RESULTS GENERATED BY USE OF THE DELIVERABLES AND BMY PROPERTY ARE DEPENDENT ON DATA AND INFORMATION PROVIDED BY PARTNER. PARTNER SHALL BE SOLELY RESPONSIBLE FOR ALL USE BY PARTNER OF THE DELIVERABLES AND BMY PROPERTY INCLUDING ANY REPORTS, DATA, ANALYSES OR OTHER INFORMATION PROCESSED OR GENERATED BY USE OF THE DELIVERABLES AND BMY PROPERTY.

B MUSIC YOUTH

7. Indemnification. Partner shall indemnify the Company and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys' fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to the Services, or any deliverables provided as part of the Services or caused by the negligence or willful misconduct of Partner or Partner's employees or agents.

8. Confidentiality.

(a) *Defining Confidential Information*. During the Term hereof, Partner may have access to information that is confidential to BMY ("Confidential Information"). Confidential Information shall include BMY Property and Intellectual Property. BMY, in its sole discretion, may determine what other information is confidential to BMY.

(b) *Confidentiality Obligation.* Partner agrees that it shall (i) hold the Confidential Information in strict confidence, (ii) protect such Confidential Information to the same degree that it protects Confidential Information pertaining to its own business, (iii) use

such Confidential Information only for the purposes permitted hereunder, (iv) not copy such Confidential Information except as reasonably required for the purposes permitted by this Agreement and (v) not disclose Confidential Information to any third party except its attorneys, accountants, professional advisors, Partners and/or consultants who: (x) need to have knowledge of such Confidential Information for purposes of exercising of its rights or performing its obligations under and in accordance with this Agreement; (y) have been informed of the confidential nature of the Confidential Information; and (z) are bound by confidentiality and restricted use obligations at least as protective of Confidential Information as the terms set forth in this **Section 8**.

9. Non-solicitation; Non-competition. During the Term and for a period of eighteen (18) months thereafter (regardless of whether any party is in default hereunder), neither Partner nor any of its Affiliates shall, without the prior written consent of BMY, directly or indirectly, (i) solicit, hire or recruit, or attempt to solicit, hire or recruit, any officer, director, employee or individual independent contractor of BMY or induce the termination of employment or engagement of any of the foregoing or (ii) perform services or work (or become employed or engaged to perform services or work) for or with any Covered Person, or engage any Covered Person to perform services or work, that is in any way the same, similar or related to any services or work performed by BMY or Partner for or with any participant in any of BMY's programs or any independent contractor of BMY. For the purposes hereof, (x) a "Covered Person" is any person or organization with whom Partner has had any substantial or non-incidental contact by reason of Partner's relationship with BMY during the eighteen (18) months preceding the termination of this Agreement and (y) an "Affiliate" of a party shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party, and the term "control" (including the terms "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership or control of the voting securities of a person or entity, by contract or otherwise. The non-solicitation obligations set forth in this **Section 9** explicitly cover all forms of oral, written or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, text message and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter and any other social media platform, whether or not in existence at the time of entering into this Agreement. Notwithstanding anything set forth in clause (ii) above, Partner may perform work in any area of business that does not compete with the BMY and does not involve contacts or knowledge of confidential information developed or acquired by Partner during the term of this Agreement.

BMUSIC YOUTH

10. Nondiscrimination. Partner represents that the nondiscrimination policy it has delivered to BMY (the "Policy") is true and complete. During the Term, Partner shall maintain and actively enforce the Policy and shall not to make any material changes to the Policy without BMY's prior written consent. In the event that BMY reports to Partner a violation of the Policy by any of Partner's directors, officers, employees, owners, contractors or agents, within 30 days after the violation is reported, Partner shall (1) conduct and complete a full investigation into the violation; and (2) deliver to BMY a report summarizing the findings of Partner's investigation and the action steps Partner will take to remedy or otherwise address the violation. Any failure by Partner to comply with this **Section 10** shall constitute a material breach of this Agreement.

11. Limitation of Liability. IN NO EVENT SHALL BMY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, AGENTS OR ASSIGNS) BE LIABLE TO PARTNER OR ITS SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, AGENTS OR ASSIGNS), AS APPLICABLE, FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID BY PARTNER TO BMY UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. UNDER NO CIRCUMSTANCES SHALL BMY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, AGENTS OR ASSIGNS) HAVE ANY LIABILITY WITH RESPECT TO BMY'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF BMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

12. Miscellaneous.

(a) *Injunctive Relief*. Each party acknowledges and agrees that its violation of **Section 5**, **8**, **9** or **10** would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to any other relief at law or in equity, each party agrees that the other party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages or posting any bond upon any breach or violation by it of **Section 5**, **8**, **9** or **10**.

(b) *Disclaimer of Partnership or Agency*. The relationship between BMY and Partner under this Agreement is wholly independent, and BMY is an independent contractor of Partner. Nothing herein contained shall create or be deemed to create any agency, employment, partnership, franchise, joint venture or other relationship between the parties hereto, and neither party shall have power or authority to bind the other party in any manner whatsoever or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of such other party.

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(c) *Force Majeure*. Neither party shall be liable for any delays or non-performance of any of its obligations (excluding the obligation to pay for the Services) arising out of causes not within such party's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire, except to the extent that the delay or non-performance was not reasonably safeguarded against (in accordance with industry standards) or the party had notice.

(d) *No Assignment*. Neither party may assign any of its rights or obligations under this Agreement without the consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned); provided, however, that either party may assign this Agreement in its entirety without the other party's consent in connection with any merger, consolidation or reorganization involving such party (regardless of whether such party is the

surviving or disappearing entity), or a sale of all or substantially all of such party's business or assets relating to this Agreement to an unaffiliated third party of good financial standing. All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(e) *Use of Trademarks and Likenesses*. Neither party shall use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably delayed or withheld; provided, however, that BMY may (i) without Partner's consent, include Partner's name, trademarks and/or logos (the "Partner Marks") on BMY's website and/or in other sales and marketing materials in order to factually identify Partner as a current or former Partner (as the case may be) of BMY, and (ii) with the prior written consent of Partner, include the Partner Marks and additional information regarding the Services provided to Partner hereunder in one or more press releases or case studies.

(f) *Governing Law*. This Agreement shall be governed by the laws of North Carolina (without regard to its conflict of laws provisions). In the event that either party to this Agreement commences a lawsuit or other proceeding relating to or arising out of this Agreement, the parties agree and consent that any such action shall be brought solely in the state or federal courts located in Charlotte, North Carolina. Each party irrevocably waives its right to bring any action or proceeding against the other except in accordance with the preceding sentence.

(g) *Electronic Agreement*. This Agreement shall become effective, without signature, on the Effective Date.

(h) *Other*. This Agreement may not be modified or amended in whole or in part, except by an instrument in writing signed by authorized representatives of the parties. No waiver by either party of any default or breach by the other party of any provision of this Agreement shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement (including the General Terms and the Specific Terms) contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersede any and all prior agreements between Partner and BMY as to the subject matter hereof.

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