



 **BookNook** Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is made between BookNook Inc., a Delaware corporation (“BookNook”), and Marana Unified School District 6 (the “Partner”) as of November 1, 2024, (the “Effective Date”), each a “party” or “Party” (“party”, “Party”) and jointly with BookNook, the “Parties” (“Parties”).

## 1. Purpose.

The purpose of this MOU is to establish intent for BookNook and the Partner to enter into a partnership for services (“Services”) whereby BookNook provides the Partner with access to its proprietary software, training, and related services from the Effective Date to August 31, 2025. The State of Arizona, Department of Education (“ADE”) will fully compensate BookNook for the Services as described in Section 4 herein and as described in the Contract No. CTR068916 between ADE and BookNook (“Contract”).

## 2. Description of Software & Services.

2.1 High Impact Virtual Tutoring. BookNook will provide Partner with 33 virtual 1:3 tutoring sessions for students in grades [K-8].

2.2 Software Access. BookNook will provide Partner with access to the online tutoring portal for participating students, teachers, and administrators. With access to this web portal:

- 2.2.1 Students will meet with their tutors at regularly scheduled times 4 x per week for six weeks to participate in live, 30-minute tutoring sessions;
- 2.2.2 Administrators and teachers will review dashboards of attendance and performance across all participating schools.

2.3 Software License. BookNook will provide Partner with access to the BookNook application (“Software”), which is accessible using tablet devices or computers over an internet connection. Inside this application, Partner will have access to:

- Synchronous, small group reading lessons that provide practice in:
  - Phonological Awareness
  - Phonics
  - Vocabulary
  - Comprehension
  - Fluency
- Reporting
- Spanish Support Lessons

2.4 Services.

- 2.4.1 *Site Support*. BookNook will also provide regular check-ins with staff at each of Partner’s participating program sites, troubleshoot issues related to implementation, respond to support requests submitted through BookNook’s



online support portal, and provide levels of technical and user support customary for educational software.

2.4.2 *Tutoring Sessions/Classes*. In connection with Partner's use of the BookNook Solution, ADE is purchasing tutoring sessions ("Classes") under the applicable Order Form, the volume and price of which will be set forth in the applicable Order Form. Partner hereby acknowledges and agrees that (i) all Classes may be provided via Zoom (or another similar U.S. provider), (ii) all Classes are recorded (both audio and video) (Notwithstanding, a school partner may elect for Classes to not be recorded by providing appropriate notification to BookNook), and (iii) in accordance with the Contract, BookNook may use third-party tutors (each a "Tutor"), each of whom have completed and maintained a federal/FBI fingerprint-based level 2 background check, to provide the Classes.

2.4.2.1 **Launch of Tutoring Sessions/Classes**. Partner acknowledges that BookNook will require completion of certain steps ("Launch Requirements") by Partner for BookNook to begin providing Classes under this MOU. Such steps may include by way of example, and not limited to, rostering student accounts on the BookNook platform via Clever or a similar platform, providing access to formative reading assessment data for the purpose of establishing initial student lesson bands, clearing Tutors, and communications to parents/guardians, as appropriate.

2.4.2.2 **Delay of Launch due to Partner**. Once BookNook and Partner have agreed upon the Launch Requirements and schedule, it shall be the Partner's responsibility to meet the Launch Requirements on the specified timeline. Partner acknowledges that any delay on Partner's part in meeting the Launch Requirements may result in the delay of the launch of Classes and that the Partner will not be eligible for any makeup sessions due to delay by Partner in meeting the Launch Requirements.

2.5 Data Sharing, Compliance, and Storage. Upon BookNook's reasonable request, Partner agrees to provide: (i) student data for the purposes of enrolling students in the BookNook system, monitoring progress, and measuring outcomes; (ii) other student information including parent contact information, IEP status, and qualitative information on academic performance; and, (iii) student reading achievement data from district-administered assessments. All BookNook employees, contractors, and agents of any kind shall comply with all applicable provisions of this MOU, all applicable requirements under Arizona law, including, but not limited to, A.R.S. Section 38-511, and the Family Educational Rights and Privacy Act of 1974 ("FERPA") with respect to the data shared under this MOU. Nothing in this paragraph authorizes sharing data provided under this MOU with any other entity for any purpose other than completing the Recipient's work under this MOU. BookNook shall maintain all data obtained pursuant to this MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this MOU except as necessary to fulfill the purpose of the original request. All copies of



# BookNook Memorandum of Understanding

data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this MOU in the same manner as the original data. The ability to access or maintain data under this MOU shall not under any circumstances transfer from BookNook to any other institution or entity or unauthorized individual or agent. Data from Partner shall not be taken outside of the United States.

### 3. Duration of Partnership.

3.1 This partnership will commence on November 1, 2024, and will conclude on August 31, 2025.

3.2 Insurance Requirements. BookNook will maintain, during the term of this MOU, the following insurance: Professional Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; Commercial General Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; and Umbrella Insurance of not less than \$1,000,000. BookNook will name the Partner as an additional insured on the commercial general liability and umbrella policies and as a "Certificate Holder" on the professional liability policy. BookNook will assume all risk of loss or damage to its property and waives all claims with respect thereto against Partner, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of Partner. Proof of required insurance coverage will be provided by BookNook to Partner upon request.

### 4. Cost of Software and Services.

4.1 Subscription. The Software purchased from BookNook is sold on a subscription basis and is only accessible to the Partner between the dates listed in the Duration of Partnership section, regardless of the Partner's usage of the Software during that time.

4.2 Cost Obligation. Subject to the exception detailed in Section 4.3 of this MOU, costs associated with Services and Subscriptions for the Software and Classes described and contained herein shall be the sole responsibility of ADE for the benefit of the Partner.

4.3 Cost. The costs of the Services and Subscriptions for the Software and Classes provided by BookNook to the Partner are a function of the number of the Partner's program locations participating in the partnership. This cost will only cover the Services and Subscriptions/licenses detailed in this MOU for the dates specified above.

BookNook will invoice ADE in accordance with the Contract. While BookNook may, at its sole discretion, elect to provide certain elements of Services and Subscriptions for the Software and Classes to the Partner before receiving payment on its invoice, BookNook will not incur any out-of-pocket expenses associated with this engagement until its invoices have been fully paid.

### 5. Intent.



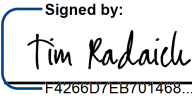
**BookNook**

# Memorandum of Understanding

5.1 Intent. This Memorandum establishes an understanding between BookNook and the Partner. When funding thresholds are met and before any Services begin or software license is granted, BookNook and Partner may enter into a binding services agreement (“Agreement”), the standard terms of which can be requested by Partner from BookNook.

It is with this understanding that BookNook delivers, and the Partner receives the Services and Subscriptions for the Software and Classes, and training detailed in this MOU.

## BookNook Inc.

Signed by:  Date: 8/15/2024  
 Signature: \_\_\_\_\_  
 Name: Tim Radaich  
 Title: Chief Revenue Officer  
 Address: 548 Market Street, PMB 98100  
San Francisco, CA 94104

## Partner: Marana Unified School District

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: Joshua Bayne  
 Title: Director State and Federal Programs  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN BOOKNOOK, INC.  
AND MARANA UNIFIED SCHOOL DISTRICT**

This is an Addendum (“Addendum”) to the Memorandum of Understanding (“Agreement”) between BookNook, Inc. (“BookNook”) and Marana Unified School District #6 (the “District”) (cumulatively the “Parties,” individually each being a “Party”). The Parties hereby agree as follows:

1. The Agreement may be cancelled if a conflict of interest is present as set out in Arizona Revised Statutes (A.R.S.) § 38-511, the terms of which statute are deemed incorporated herein.
2. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party’s breach of the above-referenced warranty shall be deemed a material breach of the Agreement and this Addendum. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.
3. The Parties acknowledge and agree that the confidentiality of personally identifiable education records of the District’s students (“Student Records”) is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act (“FERPA”). The Parties agree that any disclosure and/or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.
4. Notwithstanding any provision in the Agreement, the Parties acknowledge and agree that the District is obligated to comply with Arizona law with regard to public records requests and that any disclosure of records that is required by law shall not constitute a breach of the Agreement.
5. Notwithstanding any provision in the Agreement, the Parties agree that they are not engaging in either a partnership or a joint venture. Employees of the District shall remain employees of the District and shall not be deemed to be employees of BookNook. Employees of BookNook shall remain employees of BookNook and shall not be deemed to be employees of the District.
6. To the extent applicable under A.R.S. § 35-394, BookNook certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. If BookNook becomes aware during the term of the Agreement that it is not in compliance with this written certification, BookNook shall notify the District within five (5) business days after becoming aware of the noncompliance. If BookNook does not provide the District with a written certification that it has remedied the noncompliance within 180 days after notifying the District of the noncompliance, this Agreement will terminate, except that if the Agreement

termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

BookNook, Inc.

Marana Unified School District #6

Signed by:  
By: Tim Radaich  
F4266D7EB701468...

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: 8/15/2024

Date: \_\_\_\_\_

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN BOOKNOOK, INC.  
AND MARANA UNIFIED SCHOOL DISTRICT**

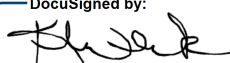
This is an Addendum (“Addendum”) to the Memorandum of Understanding (“Agreement”) between BookNook, Inc. (“BookNook”) and Marana Unified School District #6 (the “District”) (cumulatively the “Parties,” individually each being a “Party”). The Parties hereby agree as follows:

1. The Agreement may be cancelled if a conflict of interest is present as set out in Arizona Revised Statutes (A.R.S.) § 38-511, the terms of which statute are deemed incorporated herein.
2. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party’s breach of the above-referenced warranty shall be deemed a material breach of the Agreement and this Addendum. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.
3. The Parties acknowledge and agree that the confidentiality of personally identifiable education records of the District’s students (“Student Records”) is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act (“FERPA”). The Parties agree that any disclosure and/or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.
4. Notwithstanding any provision in the Agreement, the Parties acknowledge and agree that the District is obligated to comply with Arizona law with regard to public records requests and that any disclosure of records that is required by law shall not constitute a breach of the Agreement.
5. Notwithstanding any provision in the Agreement, the Parties agree that they are not engaging in either a partnership or a joint venture. Employees of the District shall remain employees of the District and shall not be deemed to be employees of BookNook. Employees of BookNook shall remain employees of BookNook and shall not be deemed to be employees of the District.
6. To the extent applicable under A.R.S. § 35-394, BookNook certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People’s Republic of China. If BookNook becomes aware during the term of the Agreement that it is not in compliance with this written certification, BookNook shall notify the District within five (5) business days after becoming aware of the noncompliance. If BookNook does not provide the District with a written certification that it has remedied the noncompliance within 180 days after notifying the District of the noncompliance, this Agreement will terminate, except that if the Agreement

termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

BookNook, Inc.

Marana Unified School District #6

DocuSigned by:  
  
By: \_\_\_\_\_  
5D1FBFD1748B4AB...

By: \_\_\_\_\_

Its: Chief operating officer  
\_\_\_\_\_

Its: \_\_\_\_\_

Date: 4/30/2024  
\_\_\_\_\_

Date: \_\_\_\_\_