

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 23, 2022

Amesite Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39553

(Commission File Number)

82-3431718

(IRS Employer
Identification No.)

607 Shelby Street
Suite 700 PMB 214
Detroit, MI

(Address of principal executive offices)

48226

(Zip Code)

Registrant's telephone number, including area code: (734) 876-8130

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	AMST	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On August 26, 2022, Amesite Inc. (the "Company") entered into a master services agreement (the "MSA"), effective as of April 17, 2022 (the "Effective Date"), with the National Association For Equal Opportunity in Higher Education ("NAFEO"), the nation's only national membership association of all the nation's Historically Black Colleges and Universities ("HBCUs") and Predominantly Black Institutions ("PBIs"). Pursuant to the terms of the MSA, the Company has agreed to provide development, configuration, and support services for certain NAFEO-sponsored programs (the "Product") for use and access by third party universities, teachers, professionals, and students via a complete Enterprise Learning Community Environment[®] (LCESM) for HBCUs. The MSA shall commence on the Effective Date and shall continue for three years, unless terminated earlier pursuant to the terms of the MSA. Thereafter, this Agreement shall be automatically renewed for successive three year terms, unless either party gives the other party written notice of termination at least 90 days prior to the end of the then current term.

Pursuant to the terms of the MSA, the Company shall work together with NAFEO on NAFEO's efforts to raise \$30 million from donors, of which up to \$10 million is currently contemplated to be used to develop the Products and the LCESM for HBCUs. To date, no commitments for such funding have been secured and no amounts have been budgeted to be spent on the development of the Products and the LCE. As presently contemplated, the Products and the LCESM are intended to initially deliver learning programs for up to 12 HBCUs if fully funded and implemented. No assurance can be given that NAFEO will be successful in raising the funds needed to develop the Products and the LCESM during the term, or at all, or that if funds are raised that NAFEO will deploy the proceeds raised for the contemplated purposes, or that if built, that the Products and the LCESM will be able to meet the needs of NAFEO member institutions and/or that NAFEO member institutions will ultimately adopt and/or deploy the Products and the LCESM.

Item 8.01 Other Events.

On August 23, 2022, the Company issued a press release announcing a partnership with Central Michigan University to deliver a complete online education and upskilling solution. The press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On August 25, 2022, the Company issued a press release announcing the launch of the Conner Prairie Learning Portal, an online education solution offering programs for teachers, parents, and students. The press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

On August 26, 2022, the Company issued a press release announcing that the Company's Chief Executive Officer, Dr. Ann Marie Sastry, was featured on Newsy Tonight with Chance Seals. The press release is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

On August 29, 2022, the Company issued a press release announcing the execution of the NAFEO Agreement. The press release is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1#	Master Services Agreement, dated August 26, 2022, by and between the Company and NAFEO
99.1	Press release, dated August 23, 2022
99.2	Press release, dated August 25, 2022
99.3	Press release, dated August 26, 2022
99.4	Press release, dated August 29, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit were omitted by means of marking such portions with an asterisk because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMESITE INC.

Date: August 29, 2022

By: /s/ Ann Marie Sastry, Ph.D.
Ann Marie Sastry, Ph.D.
Chief Executive Officer

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

AMESITE, INC.
MASTER SERVICES AGREEMENT

This Master Services Agreement entered on August 17, 2022 is by and between NAFEO (“Customer”) having its principal place of business at 600 Maryland Avenue, S.W./Suite 400E Washington, D.C. 20024, and AMESITE INC. (“Company”), having its principal place of business at 607 Shelby St. Ste 700 PMB 214, Detroit, MI 48226, each of which singly is a “Party” or collectively “Parties.” This document will constitute a binding contract that will be enforceable by either Party in accordance with its terms and conditions.

RECITALS

WHEREAS, Company is an internet-based service company having a proprietary platform specializing in providing online and hybrid, in-person and online educational courses or programs;

WHEREAS, Customer is the nation’s national membership association of all the nation’s Historically Black Colleges and Universities (HBCUs) and Predominantly Black Institutions (PBIs). Founded in 1969, by the presidents and chancellors of HBCUs and other equal educational opportunity institutions, NAFEO is a one-of-a-kind membership association representing the presidents and chancellors of the public, private, independent, and land-grant, two-year, four-year, graduate and professional, HBCUs and PBIs.

WHEREAS, Customer desires to work with Company to configure certain courses or programs of Customer onto Company’s platform for use by any third party universities, teachers, professionals and students for the mutual benefit of Customer and Company.

AGREEMENT

In consideration of the foregoing and the agreements contained herein, the Parties agree as follows:

1. Definitions.

- a. “Company” means Amesite and its subsidiaries.
 - b. “Platform” means software, hardware, related technology and intellectual property rights associated therein with a storefront, including: backend, front-end, and user interfaces.
 - c. “Product” means an educational course, program, or other offering with characteristics configured for the Platform that is provided under a Subcontract and distributed by Amesite under a Statement of Work (SOW).
 - d. “Subcontract” means an agreement executed under the MSA for the Products, defining certain technical and business agreements related to Products.
 - e. “Customer” means a NAFEO, including any employees, consultants, contractors, or agents of Customer.
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- f. “Affiliate” means any organization who is the recipient of funds or support by NAFEO related to formation of any Center or other organization that delivers learning, including but not limited to universities (such as HBCUs) or other non profit organizations.
 - g. “Learner” means an enrollee at a college, university, or other entity who has purchased any product of Company.
 - h. “Credit” means a university or college credit with a defined value that can be applied toward a degree program and with a defined transferability by the Customer.
 - i. “Customer Content” means course or program materials and information, including any and all third-party license rights in its original form provided by the Customer.
 - j. “Amesite Content” means Customer Content, including any and all third-party licenses rights, configured for the Platform of Amesite.
 - k. “Development Costs” means any and all Amesite costs associated with creating the Product for the Platform and excludes any and all of Customer’s operating costs and the Product Operating Costs.
 - l. “Product Operating Costs” means any and all costs associated with offering a Product, including staffing, web hosting, data management, accreditation, and other related information, and excludes Amesite’s Platform operating costs, Customer operating costs, and Development Costs.
 - m. “Payment” means a certain payment from the Learner in association with the purchase of the Product on the Platform.
 - n. “Product Data” means information generated through use of the Product.
 - o. “Platform Data” means information generated through use of the Platform.
 - p. “Learner Data” means any and all information provided by Learner, including: enrollment and retention associated with each Learner, contact information of Learner, performance of Learner.
 - q. “Product Privacy” means a certain policy expressed in terms of use of the Product.
 - r. “Platform Privacy” means a certain policy expressed in terms of use of the Platform.
 - s. “Accreditation” means a ratification of the award or credit or other qualification with a defined level of performance demonstrated during use of a Product.

- t. "Historically Black Colleges and Universities" means any historically black college or university that was established prior to 1964, whose principal mission was, and is, the education of black Americans, and that is accredited by a nationally recognized accrediting agency or association determined by the Secretary of Education to be a reliable authority as to the quality of training offered or is, according to such an agency or association, making reasonable progress toward accreditation.
2. Development Services. Amesite agrees to complete the work, for a pre-approved budget, outlined in the relevant Statements of Work (SOWs) that are pre-approved and agreed to in writing by both Customer and Amesite. The SOWs will be referred to as A.1, A.2, A.3, etc.
 3. Schedule of Deliverables. Amesite and Customer agree to the following schedule:
 - a. Amesite will complete the Product ready for launch, according to the Schedules described in the SOWs in Exhibit A, as discussed and agreed to by both Parties.

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- b. Amesite will make such reasonable or necessary modifications to Customer Content as agreed upon by both Parties to create the Product as described in the SOWs in Exhibit A.
 - c. Customer agrees to provide all deliverables necessary for Amesite as described in the SOWs in Exhibit A. If Customer fails to provide the deliverables as described in a SOW in Exhibit A, then the remaining deadlines and time frames in the SOW in Exhibit A, will be adjusted and rescheduled according to the amount of Customer delay.
4. Hosting. For the term of this Agreement, Amesite agrees to host and maintain the Amesite Content and Customer Content on the Platform for the Product on Amesite's web server(s) on site, or off site through third party hosting, under this Agreement. Amesite will take all reasonable precautions to implement data backup services on the data stored in the Platform. However, Amesite is specifically not responsible for unintentional damages or loss, either incidental or direct, caused by a loss of Customer Content.
 5. Joint Marketing. Amesite and Customer shall work with each other to advertise the Product on the Platform.
 6. Accreditation and Quality Control: Amesite and Customer agree to work with each other using best efforts to ensure distribution of high-quality Products on the Platform in accordance with the terms in the relevant SOWs in Exhibit A.
 7. Policies and Procedures: Customer agrees that all of its employees and contractors participating in joint work through this SA will abide by Customer's code of conduct, policies, and procedures, directed to proprietary rights, privacy, human resources, intellectual property, security, safety, general hours and schedules, and other obligations as further set forth in Exhibit A.
 8. Fees, Charges, and Billing. It is agreed that Customer shall be responsible for the payment processing and collection of payments from Learner and will disburse applicable fees to Amesite according to the terms of this Agreement within 30 days of invoice date.
 9. Ownership and Rights.
 - a. Amesite recognizes that aspects of the Customer or Affiliate Content provided by Customer to Amesite may be copyrighted, patented, or trademarked by Customer and considered proprietary intellectual property of Customer, including, but not limited to, Customer's trade dress, text, logos and other materials, or other related or similar rights, including, without limitation, tradename, trademarks, and logos ("Customer Materials"), which shall remain the property of Customer to the fullest extent possible. Customer hereby grants to Amesite a perpetual, irrevocable license to use, to copy, to distribute, to display or perform, and to create derivative works of all such protected and proprietary Customer Materials solely for the purpose of performing its duties under this Agreement.

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- b. Amesite owns and retains all ownership and proprietary rights relating to programmatic or pitch materials provided to Customer and its programming architecture, including, but not limited to, Amesite Content, Platform, HTML code, program code, graphical code, design, technique, etc., and data, including, but not limited to, Product Data, Platform Data, Learner Data, and other collected or created data from or associated with the Product or Platform (collectively "Company Materials"). This Agreement does not transfer, sell, assign, or entitle Customer to any of Amesite's source codes, programming documentation, trade secrets or the Company Materials.
 - c. Amesite will not provide, sell or license any Customer or Affiliate Materials to any third party without Customer's written authorization. Customer retains full and exclusive ownership of all Customer's Content.
10. Assignment. Either Party may assign this Agreement to another person or entity subject to the following: (1) The Parties must agree in writing to the Assignment, which agreement shall not unreasonably be withheld; (2) The assignee must agree in writing to be bound by all provisions of this Agreement for the assignment to be valid; (3) Neither Party is relieved of any obligations or liabilities under this Agreement by assigning its interests, meaning that if the assignee defaults or breaches the Agreement, then the Assignor Party will still be responsible and liable for all breaches, payments & damages caused by the assignee; (4) No assignment may be made by Customer that would materially breach key provisions of this Agreement without the express written consent of Amesite.
 11. Confidentiality, Non-Disclosure, Non-Compete, and Non-Solicitation.
 - a. Confidentiality. During the term of this Agreement, and for a period of five years after the termination of this Agreement, neither Party shall permit third parties to have access to any confidential or proprietary information of the other without first obtaining their written authorization, which authorization shall not be unreasonably withheld but may be conditioned upon such third party's execution and delivery of a confidentiality agreement acceptable to both Parties. Notwithstanding the above, each Party agrees to abide by any and all privacy policies, including the Product Privacy and the Platform Privacy, as listed under www.amesite.com/privacy/.

- b. In the event that either Party has access to, or obtains in any way, confidential and proprietary information that relates to the other Party's business, including, without limitation, information relating to customers, sales, subscribers, subscriber usage of websites, and all other non-public business, technical, marketing, or intellectual property information relating to each Party's business ("Confidential Information"), the Parties agree to preserve and protect all Confidential Information and not disclose any Confidential Information to any third party person or entity without the prior written consent of the other Party, both during the term of this Agreement and subsequent to the termination of this Agreement unless required by law or court order; provided however, that any Party hereto may disclose to any other party any information already publicly known, discovered or created independent of any involvement with the other Party or otherwise learned through legitimate means other than from such Party. Both Parties shall take such actions as may be necessary to ensure that its employees and agents are bound by, and comply with, all the provisions of this Section. The breaching Party shall be fully responsible for all damages stemming from a breach of this duty.

- c. Non-Compete. During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to develop or create any program of its own that is comparable in functionality or would compete with Amesite's Platform in any way. Customer shall not directly, or through third person(s) or entity(s), attempt to develop, engineer, reverse engineer, create or re-create, any product or service that is comparable in functionality or concept with Amesite's Platform as outlined in this Agreement. Customer shall not decompile, disassemble, or reverse engineer the Amesite Platform or attempt to discover source code or other information concerning the Amesite Platform including, without limitation, its design. Customer will not create any derivative work, program or product based on, or derived from the Amesite Platform, or use any information learned from Amesite Platform to create any other program or product. Customer will not allow, encourage, facilitate, or assist any third party to do anything Customer would be precluded from doing under this paragraph or Agreement provision.
- d. Non-solicitation. Because of the trade secret subject matter of Amesite's business, Customer agrees that, during the term of this Agreement and for a period of two (2) years thereafter, it will not solicit, directly or indirectly, any services of any of Amesite's employees, consultants, suppliers, or customers for Customer's own benefit or for the benefit of any other person or entity.
- e. Exclusive Provider. [*].
- f. Exclusive Partner. [*].

12. Indemnification.

- a. Each Party hereto shall defend, indemnify, and hold harmless the other Party, its directors, officers, employees and agents with respect to any third-party claim, demand, cause of action, debt or liability, including reasonable attorney's fees, to the extent that it is based upon a claim that arises out of the gross negligence or willful misconduct of the indemnifying Party.
- b. In claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall: (1) provide the other Party (the "Indemnifying Party") with prompt written notice of any claim that the Claimant believes calls for indemnification under this Agreement; (2) grant the Indemnifying Party sole control of the defense and all related settlement negotiations, provided that no settlement will be entered into which requires any payment or expenditure by the Claimant of any amount without the Claimant's consent, and (3) provide the Indemnifying Party with the assistance, information and authority necessary to perform the above. The Claimant may, at its option and expense, be represented by separate counsel in any such action.

13. Warranty. Each of the Parties warrants that it has full corporate power to enter into this Agreement and to perform its obligations hereunder according to the terms of this Agreement, and that it has taken all necessary corporate or other actions, including obtaining any and all third party license rights, to authorize its entry into and performance of this Agreement. Each of the Parties, including any employees, consultants, officers, directors or other personnel of each Party shall comply with applicable regulations and in accordance with applicable mandatory law.

14. Term of Agreement and Termination. The term of this Agreement shall be for three years beginning on the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive three-year terms, unless either party gives the other party written notice of termination at least 90 days prior to the end of the then current term. Such term is subject to prior termination as provided below.

- a. Breach. The Parties agree that any breach of one or more provisions of this Agreement that threatens to or causes the other Party substantial harm is a material breach.
- b. Early Termination for Cause. In the event of an actual or perceived material breach of this Agreement by either Party, the termination provisions of this section will not trigger or be available to the non-breaching Party until the non-breaching Party has notified the breaching Party in writing of the alleged material breach, citing in reasonable detail the nature of the Breach. If a Party agrees that they materially breached one or more provisions of this Agreement, then the breaching Party shall then have thirty days to remedy such breach. If at the end of such thirty-day period, the breach has not been remedied, the Agreement may be terminated by the non-breaching Party. However, if the Party accused of the material breach denies the breach, in writing, or denies that it was material, and produces reasonable evidence to support the denial, then the other Party may not terminate the Agreement, but must utilize the dispute resolution provisions.
- c. Business Continuity. In the event that either Party has been acquired (or changed in ownership (more than 50%)), the non-acquired Party has the option to submit a written request to the acquired Party to review the Agreement within 30 days of the acquisition or change in ownership, with the expressed purpose to assess if a modification, change, update, and or termination of this agreement would be in the mutual interest of both Parties while maintaining business continuity under the Agreement.
- d. Termination for Bankruptcy. Subject to applicable law, this Agreement may be terminated by either Party upon written notice (i) upon the other Party's making an assignment for the benefit of creditors, or (ii) upon the other Party's dissolution or ceasing to do business.
- e. Termination Upon Mutual Consent. This Agreement may also be terminated at any time upon the mutual written consent of both Parties.
- f. Force Majeure. A Party shall be excused from delays or failure to perform its duties to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, or any other causes beyond its reasonable control. The Parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either Party may, in its discretion, terminate this Agreement if a delay in performance by the other Party exceeds or is reasonably expected to exceed nine months.

- g. Waiver. The waiver by either party of any default, breach or obligation hereunder shall be ineffective unless in writing and shall not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

15. Limitation of Warranties, Liabilities and Risks.

- a. LIMITATION OF WARRANTIES. COMPANY MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. COMPANY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PROVIDED SOFTWARE OR SERVICE IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
- b. LIMITATION ON LIABILITY. COMPANY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, OR MAINTENANCE, SUPPORT OR OTHER SERVICE (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL OF THE INITIAL FEE AND ALL LICENSE FEES RECEIVED BY COMPANY FROM CUSTOMER UNDER THIS AGREEMENT. COMPANY WILL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF LICENSED SOFTWARE OR OTHER PROGRAMS, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN CUSTOMER, EXCEPT AS PROVIDED HEREOF WITH RESPECT TO INDEMNIFICATION FOR THIRD PARTY CLAIMS.

16. Disputes

- a. Management Escalation. Any and all disputes, controversies, claims and differences arising out of, or related to this Agreement, or any breach thereof between the Parties (collectively "Dispute"), shall be initially discussed between a senior manager of each of the Parties and such managers shall use best efforts to settle the Dispute. In the event that the managers cannot settle the Dispute after thirty days, each of the Parties shall set up a meeting between an officer of the Parties in an attempt to resolve the Dispute.
- b. Arbitration. Any and all disputes, controversies, claims and differences arising out of, or relating to this Agreement, or any breach thereof, which cannot be settled through correspondence and mutual consultation of the Parties as described in this paragraph, shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in effect on the date of this Agreement, by the arbitrators selected in accordance with this Agreement.

- c. Location. Arbitration proceedings shall be held in District of Columbia, unless the parties mutually agree to a different location.

17. Governing Law. This Agreement will be governed by the laws of the District of Columbia.

18. Remedies. Each Party shall be entitled to all remedies at law or in equity in enforcing a default or breach under this Agreement. The prevailing Party in any action under this Agreement shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. Customer acknowledges that any breach by Customer of any of the provisions contained in this Agreement, and more particularly a breach, or threatened breach, of the confidentiality and non-compete provisions, will give rise to irreparable injury to Amesite inadequately compensable in monetary damages alone. Accordingly, Customer stipulates and agrees that Amesite may seek and obtain preliminary and permanent injunctive relief against the breach, or threatened breach, of said provisions without the necessity of posting bond. Such relief will be in addition to any other legal or equitable remedies which may be available to Amesite.

19. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, or (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the other Party at the following addresses:

- a. If to Customer, to: Lezli Baskerville, Esq., 600 Maryland Avenue, S.W./Suite 800E Washington, D.C. 20024; Email: lbaskerville@nafeo.org.
- b. If to Company, to: Amesite, Inc., 607 Shelby St. Ste 700 PMB 214, Detroit, MI 48226; Attn: CEO; Phone 650-516-7633; Email: accounts@amesite.com with carbon copy to: Ogawa Professional Corporation, 313 Bryant Court, Palo Alto, CA 94301; Attn: Richard T. Ogawa; Email: richard@rtogawa.com.

20. Independent Contractor. The Parties to this Agreement are independent contractors and there is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party has the authority to bind the other, or to incur any obligation on the other's behalf.

21. Headings. The section headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability. If any term of this Agreement is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, it shall be severed, and the remaining terms of this Agreement shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement.

23. Entire Agreement. This Agreement sets forth the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter. No amendment or modification of this Agreement shall be made unless agreed to in writing and signed by both Parties.

24. Counterparts. This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document. Nevertheless, where a fully executed original of this Agreement cannot be found or produced, a true copy of a fully executed copy of this Agreement shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

NAFEO

Lezli Baskerville, Esq.
President & CEO

Date _____

Amesite

Dr. Ann Marie Sastry
CEO, Amesite Inc.

Date _____

EXHIBIT A
STATEMENTS OF WORK

Exhibit A will be updated from time to time by the Customer and Amesite to include Statements of Work, e.g. A.1, A.2, A.3, etc. that are agreed-upon in writing by both parties. The following programs will be launched upon joint agreement on content, business terms, and timing:

EXHIBIT A.1
STATEMENT OF WORK

Under this Statement of Work (SOW), the Company will provide materials suitable for fundraising for Customer to present to potential donors and partners, related to formation of the Center of Excellence (CoE) in Equity and Opportunity. The CoE shall have the following characteristics and aims, delivered with best-efforts by both Customer and Company:

1. Support from private and public donors with a targeted raise of \$30M USD, initially, from private sources.
2. Capability to deliver learning programs for up to 12 HBCUs
3. Capability to deliver a full program start before December 31, 2022.
4. Completion of deliver of first round of learning opportunities no later than May 31, 2023.

BUSINESS MODEL: CoE

Customer agrees that fees will support administrative work by NAFEO. Initial fees for services, setup and delivery of the CoE to Amesite will total approximately \$10M USD, with detailed budgets to be provided as part of this SOW. All invoices to be paid by Customer net 30 from date of invoice.

FEES FOR THIS SOW

[*]

TERM

[*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

NAFEO

Lezli Baskerville, Esq.
President & CEO

Date _____

Amesite

Dr. Ann Marie Sastry
CEO, Amesite Inc.

Date _____

Amesite Announces Partnership with Central Michigan University to Deliver a Complete Upskilling Solution

DETROIT, August 23, 2022 (GLOBE NEWSWIRE) -- **Amesite Inc.**, (NASDAQ: AMST), a leading artificial intelligence software company offering a cloud-based learning platform and content creation services for business, university, non-profit, and government agency learning and upskilling, announces it has partnered with Central Michigan University (CMU) to deliver a complete Enterprise Learning Community Environment[®] (LCESM).

CMU's LCESM will deliver everything from first outreach in marketing to learner enrollment to certificates of completion – in one streamlined system – allowing CMU to expand partnerships with business, industry, and community organizations to identify and address employee skill gaps, as well as support upskilling needs of their expansive alumni market. The best-in-class, AI-powered LCESM will have vast capabilities including an online content system and payment solution – all accessible from the CMU website.

Dr. Elizabeth Kirby, Vice President of Innovation and Online at Central Michigan University stated, “CMU has been a leader in distance education and online learning for more than 50 years and continues to adapt to emerging trends to meet student needs. Amesite was the obvious choice in terms of technology and services. Their sophisticated LCESM delivers the power and ease of use we require to reach hundreds of thousands of learners around the world.” **Darcie Wilson, CMU’s Executive Director of Innovation and Portfolio Management added**, “We are thrilled to partner with Amesite to execute this massive transition to a complete digitalized learning experience. This partnership is just the beginning for CMU as we expand non-credit courses, training, and workshops to meet the needs of adult learners seeking to upskill or reskill throughout their careers. We trust Amesite’s ability to quickly scale and provide the outstanding experience the University needs for its learners.”

- The global Higher Education Market is expected to reach \$169.72B by 2028
- There are more than 65,000 medium and large companies with over 250 employees in the U.S.
- Michigan has a goal to increase the number of working-age adults with a skill certificate or college degree from 49% today to 60% by 2030

Amesite Founder & CEO, Dr. Ann Marie Sastry commented, “We built our V5 platform to meet partnership needs and expectations of this magnitude and scale. Our solution now solves problems out-of-the-box for Higher Education institutions, Museums, and Businesses – and ultimately positions us to win business that is sustainable and repeatable. We are grateful for this partnership with Central Michigan University and look forward to helping them and many other organizations make a great impact globally using our eLearning platform.”

About Amesite Inc.

Amesite is an ed-tech, SaaS company with the most advanced artificial intelligence-driven online learning platform in the industry, providing both content creation and a best-in-class infrastructure for the multi-billion-dollar online learning markets in business and education. For more information, visit www.amesite.io.

Forward Looking Statements

This communication contains forward-looking statements (including within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning the Company, the Company’s planned online machine learning platform, the Company’s business plans, any future commercialization of the Company’s online learning solutions, potential customers, business objectives and other matters. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “plan,” “believe,” “intend,” “look forward,” and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement. Risks facing the Company and its planned platform are set forth in the Company’s filings with the SEC. Except as required by applicable law, the Company undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

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Amesite and Conner Prairie Announce Launch of Conner Prairie Learning Portal, which includes a Digital Membership with the Ability to Reach Millions of Visitors

DETROIT, August 25, 2022 (GLOBE NEWSWIRE) -- **Amesite Inc.** (NASDAQ: AMST), a leading artificial intelligence software company offering a cloud-based learning platform and content creation services for business, university, non-profit, and government agency learning and upskilling, announces today it is launching the Conner Prairie Learning Portal to deliver eLearning powered by Amesite on Monday, August 29, 2022. The launch features the course “Exploring Your Curiosity Through Storytelling”.

The Conner Prairie Learning Portal, an online Learning Community Environment[®] (LCESM), will offer K-12 programs for teachers, parents, and students, all delivered in a digital, easy-to-use, and collaborative format.

New capabilities on Conner Prairie’s LCESM include a 3D interactive virtual tour of Conner Prairie using SCORM (Dynamic Lecture) content – a feature previously not offered to Amesite partners – and Amesite’s eCommerce solution. The eCommerce solution supports subscription-based bundles that learners can purchase to gain access to all of Conner Prairie’s digital offerings through the Amesite platform.

“Conner Prairie learned the importance of providing digital learning during COVID shutdown and limited visitor capacity,” said Norman Burns, President and CEO of Conner Prairie. “Though we serve 400,000 visitors annually onsite, we seek to do even more to fulfill our mission to inspire curiosity and foster learning by providing engaging and individualized experiences for everyone. By engaging our patrons through a digital learning experience – and in partnership with Amesite, we are prepared to scale up our offerings through a subscription-based SaaS model. We aspire to change the way the world views and uses museums while making Conner Prairie a place always open to a diversity of voices and limitless experiences. The new Conner Prairie Learning Portal will allow our doors to be open to individualized experiences for everyone, anywhere, at any time.”

“This model is exactly how our partners best-serve their patrons, and turn into million-dollar revenue generators,” commented Dr. Ann Marie Sastry, Amesite’s Founder and CEO. “Amesite is pleased to help museums on this journey and looks forward to scaling present partners.”

According to Statista, the market size of the US museum industry reached \$15.4B in 2021 [1]. Research and Markets forecasts the global digital twin market to reach \$54.6B by 2027, at a CAGR of 31.7% from 2022-2027 [2].

About Amesite Inc.

Amesite is an ed-tech, SaaS company with the most advanced artificial intelligence-driven online learning platform in the industry, providing both content creation and a best-in-class infrastructure for the multi-billion-dollar online learning markets in business and education. For more information, visit www.amesite.io.

About Conner Prairie

Spanning more than 1,000 wooded acres in Central Indiana, Conner Prairie welcomes more than 400,000 visitors of all ages annually. As Indiana’s first Smithsonian Affiliate, Conner Prairie offers various outdoor, historically themed encounters and indoor experiential learning spaces that combine history and art with science, technology, engineering, agriculture, and math to offer an authentic look into history that shapes society today. Conner Prairie is a 501(c)3, nonprofit organization – accredited by the American Alliance of Museums – that relies on grants and philanthropic donations from individuals, corporations, and foundations for sustainability and growth. For more information visit ConnerPrairie.org.

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Sources:

[1] <https://www.statista.com/statistics/1174784/museum-industry-market-size-us>

[2] <https://www.researchandmarkets.com/reports/5562576/digital-twin-market-global-industry-trends>

Amesite CEO Dr. Ann Marie Sastry Appeared Live on Newsy Tonight with Chance Seales on Thursday, August 25 at 8:00 p.m. ET

Founder of the online learning software discussed the effects of the rising costs of education and the critical need to reduce costs with improved online learning that promotes retention and builds skills.

DETROIT, August 26, 2022 (GLOBE NEWSWIRE) -- Amesite Inc. (NASDAQ: AMST), a leading artificial intelligence software company offering a cloud-based learning platform for business and education markets, announces today its CEO, Dr. Ann Marie Sastry, was featured on Newsy Tonight with host Chance Seales, which aired live Thursday, August 25 at 8:00 p.m. ET. The interview can be viewed here.

Dr. Sastry and Mr. Seales discussed the Biden Administration's student loan forgiveness program, its likely impact on borrowers, and how online learning will reduce costs and increase access. Dr. Sastry also commented on the need for lifelong learning, arming workers with skills that enable them to advance economically.

About Amesite Inc.

Amesite delivers its scalable, customizable, white-labeled online learning platform to universities, businesses, museums, and government agencies, enabling them to deliver outstanding digital learning. Amesite provides a single system that combines eCommerce, instruction, engagement, analytics, and administration using best-in-class infrastructure to serve multi-billion-dollar online learning markets. For more information, visit www.amesite.io.

Forward Looking Statements

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Amesite and NAFEO Announce Major Collaboration to Provide Professional Learning Support to Historically Black Colleges and Universities

DETROIT, Aug. 29, 2022 (GLOBE NEWSWIRE) -- Amesite Inc., (NASDAQ: AMST), a leading artificial intelligence software company offering a cloud-based learning platform for business and education markets, announces it has partnered with the National Association for Equal Opportunity in Higher Education (NAFEO) to deliver a complete Enterprise Learning Community Environment[®] (LCESM) for Historically Black Colleges and Universities (HBCUs).

NAFEO's LCESM will deliver everything from first outreach in learner enrollment to certificates of completion – in one streamlined system – allowing HBCUs to expand partnerships with business, academic, and community organizations to identify and address professional skills gaps, as well as support upskilling needs of expanding alumni markets. The best-in-class, AI-powered LCESM will be offered to NAFEO's membership for their use in scaling learning programs with efficiency and effectiveness.

Lezli Baskerville, Esq., CEO of NAFEO, stated, “For 53 years, NAFEO has championed the interests of HBCUs in the legislative, executive, and judicial branches of government, before international organizations, and with heads of state. With this collaboration, NAFEO will leverage its deep ties in government, academia, and philanthropy, to scale offerings by HBCUs for professional learners who so critically need them. Amesite is uniquely capable of supporting this mission because of their technology, services, and track record. Their LCESM can support NAFEO and its partner HBCUs in delivering their own branded and sustainable programs to reach millions of learners around the globe.”

- NAFEO is “the voice for blacks in higher education,” as the nation’s only membership and advocacy association for the 106 public, private and land-grant, 2-and 4-year, graduate, and professional Historically Black Colleges and Universities and 80 Predominantly Black Institutions.
- NAFEO members enroll more than 700,000 students, they have 72,000 faculty, and 7 million alumni worldwide.
- HBCUs have a \$15 billion short-term economic impact.
- HBCUs graduate 50% of African American public school education professionals and in excess of 40% of African Americans who earn advanced degrees in the sciences, technology, engineering, and mathematics (STEM); 60% of African American health professionals; 52% of African Americans in agriculture and sustainability disciplines, and 44% of African Americans with Communications Technology degrees.

Amesite Founder & CEO Dr. Ann Marie Sastry commented, “This collaboration will rely on the technology and service capability of our V5 platform to deliver professional learning for NAFEO’s partners at scale, remaining true to these storied universities’ missions, visions, and values and honoring their brands. Serving as NAFEO’s technology partner means that together, we will be able to deliver affordable learning programs at scale that are effective and sustainable for NAFEO and its HBCU member universities.”

About Amesite Inc.

Amesite delivers its scalable, customizable, white-labeled online learning platform to universities, businesses, museums, and government agencies, enabling them to deliver outstanding digital learning. Amesite provides a single system that combines eCommerce, instruction, engagement, analytics, and administration using best-in-class infrastructure to serve multi-billion-dollar online learning markets. For more information, visit www.amesite.io.

About NAFEO

The National Association for Equal Opportunity in Higher Education (NAFEO) is the nation’s only national membership association of all of the nation’s Historically Black Colleges and Universities (HBCUs) and Predominantly Black Institutions (PBIs). Founded in 1969, by the presidents and chancellors of HBCUs and other equal educational opportunity institutions, NAFEO is a one of a kind membership association representing the presidents and chancellors of the public, private, independent, and land-grant, two-year, four-year, graduate and professional, HBCUs and PBIs. NAFEO is a voluntary, independent 501 (c) (3) association. For more information, visit www.nafeonation.org.

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