

SUBSCRIPTION SUPPORT AGREEMENT

This Subscription Support Agreement (this “Agreement”) is made and entered into this the 1st day of July 2025 (“Effective Date”), by and between Givebacks Inc., a Delaware Corporation d/b/a Givebacks (“GB” or “Givebacks”) and Santa Rosa City Schools, CA (“Customer”). GB and Customer are individually referred to herein as a (“Party”) and collectively as the (“Parties”).

WITNESSETH

WHEREAS, GB is a technology company providing certain services to online payment services as described in this Agreement with an office and principal place of business located 4441 Six Forks Rd. #106 Raleigh, NC 27609.

WHEREAS, Santa Rosa City Schools is a school district located at 110 Story Point Road, Suite 210 Santa Rosa, CA 95401.

WHEREAS, GB is willing to provide certain services and products to Customer as defined in this Agreement in exchange for mutual covenants described herein upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual premises and conditions contained herein, the sufficiency of which is hereby acknowledged, GB and Customer agree as follows:

- 1. Associated Documents.** This Agreement, the Exhibits attached hereto, and the GB Terms of Use (“GBTOU”), a copy of which is available at <https://www.givebacks.com/terms> and incorporated herein by reference, and the GB Privacy Policy (“GBPP”), a copy of which is available at <https://www.Givebacks.com/privacy-policy> and incorporated herein by reference, shall all constitute this Agreement. In the event of conflict between terms in the Associated Documents, the GBTOU shall control.
- 2. Definitions.** Capitalized terms not defined herein shall have the means as defined in the GBTOU or GBPP.
- 3. Term.** The term of this Agreement shall begin on the Effective Date and continue for One (1) year (“Initial Term”) with option to renew for up to 3 years unless a Party provides written notice of option to renew to the other Party. Notwithstanding the foregoing, in addition to any other remedies a Party may have, either Party may terminate this Agreement immediately without liability upon written notice to the other Party if the other Party breaches any term of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach from the non-breaching Party.
- 4. GB Services and Products.** GB agrees to provide those products and services to Customer as described on Exhibit A (quote) which is incorporated herein by reference (“GB Services”).

5. Limited License.

- a. Customer hereby licenses to GB during the Term, and GB hereby accepts, the non-exclusive, non-transferable, non-sublicensable and limited right to use the trade names, trademarks, service marks, logos, symbols, or other copyrighted or proprietary identifications of Customer solely for the purposes set forth in this Agreement.
- b. GB hereby grants to Customer during the Term, and Customer hereby accepts, the non-exclusive, non-transferable, non-sublicensable and limited right to use the trade names, trademarks, service marks, logos, symbols, or other copyrighted or proprietary identifications of, solely for the purposes set forth in this Agreement.

6. Fees. In exchange for the GB Services, Customer Agrees to pay the fees as outlined in Exhibit A. GB reserves the right to implement price adjustments for its services upon the renewal of this agreement or after a minimum period of 12 months from the effective date of the contract. Such adjustments shall not exceed 5% per year, unless agreed upon by both parties in writing, and will be based on the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, or a comparable index if the CPI-U is no longer published. GB will provide the Client with a minimum of 60 days' written notice prior to any price increase, specifying the new rates and the effective date. Any objections to the proposed price adjustment must be raised in writing within 15 days of receiving notice.

7. Confidentiality. Each Party receiving information from the other Party (the "Receiving Party") understands that the Party disclosing information to the Receiving Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business ("Proprietary Information"). Proprietary Information of GB includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer or Customer's authorized users to GB to enable the provision of the GB Services. The Receiving Party agrees: (I) to take reasonable precautions to protect such Proprietary Information, and (II) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, (iv) was independently developed without use of any Proprietary Information of the Disclosing Party or (v) is required to be disclosed by law. All obligations of this Paragraph 7 shall survive the termination or expiration of this Agreement for a period of five years.

8. Data Ownership.

- a. Customer shall own all right, title and interest in and to the Customer Data. GB shall provide Customer access to the Customer Data, including Authorized User information.
 - b. GB shall own and retain all right, title and interest in and to (i) the GB Services, all improvements, enhancements or modifications thereto and (ii) all intellectual property rights related to any of the foregoing. GB shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the GB Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom) and GB will be able (during and after the Term) to use such information and data (including Customer Data) to improve and enhance the GB Services and for other development, diagnostic and corrective purposes in connection with the GB Services and other GB offerings. GB will not knowingly disclose or sell Customer Data which constitutes personally identifiable information without the consent of the Authorized User other than in exceptional circumstances or as necessary to provide GB Services (such as credit card processing).
 - c. On termination of this Agreement, Customer will have unrestricted access for 30 days to download, copy and remove all Customer Data in connection with this Agreement.
9. **Assignment.** Neither Party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without the prior written consent of the other Party, except in connection with a merger, acquisition or sale of all or substantially all its assets or business, provided that (i) the assigning Party provides prompt written notice of the assignment to the other Party, and (ii) the successor entity assumes in writing all of the assigning Party's obligations under this Agreement and agrees in writing to be bound by this Agreement. Any attempted assignment or transfer in violation of the foregoing will be null and void.
10. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be given to the President or Executive Director of each Party in person; by first class mail, postage prepaid; or by telecopy with confirmation receipt, with the addresses set forth on the signature page. Each Party may modify its notice address or phone number by giving written notice of such change to the other Party. All notices shall be deemed effective upon personal delivery or confirmation of delivery of electronic mail; or on the business day following receipt by telephonic facsimile; or when received if sent by certified or registered mail or by overnight courier.

Notice Addresses:

Givebacks, Inc.
4441 Six Forks Rd. #106
Raleigh, NC 27609

Customer

Santa Rosa City Schools
110 Story Point Road
Suite 210
Santa Rosa, CA 95401

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

Givebacks Inc.

By: _____
Name: Will Bowen
Title: CEO

Santa Rosa City Schools

By: _____
Lisa August
Interim Superintendent